



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, JANUARY 03, 2022  
7:00 PM AT CITY HALL**

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The City is providing in-person and electronic options for this meeting. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

The meeting will be accessible via video conference and the public may access/participate in the meeting in the following ways:

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press \*9 if connected by telephone. All participants will be muted by the presiding officer when not actually speaking.

#### **Call to Order by the Mayor**

#### **Roll Call**

#### **Approval of Minutes**

1. Regular Meeting of December 20, 2021.

#### **Agenda Revisions**

#### **Special Presentations**

2. Proclamation recognizing January 17, 2022 as Dr. Martin Luther King Jr. Day of Service.
3. Proclamation recognizing January 2022 as National Mentoring Month.

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

#### **Old Business**

4. Pass Ordinance #3002, amending Chapter 2, Administration of the Code of Ordinances relative to reestablishing the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID), upon its third & final consideration.

#### **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.)

5. Receive and file the report of the Mayor relative to the appointment of Mayor Pro Tem for 2022.

6. Receive and file the report of the Mayor relative to the appointment of standing committees for 2022.
7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Daryl Kruse, Board of Appeals, term expiring 12/31/2022.
  - b) Susan deBuhr, Board of Electrical Appeals, term expiring 12/31/2022.
  - c) Susan deBuhr, Board of Mechanical Appeals, term expiring 12/31/2022.
  - d) Susan deBuhr, Board of Plumbing Appeals, term expiring 12/31/2022.
  - e) Peter Berendzen, Art and Culture Board, term expiring 07/01/2024.
8. Receive and file Departmental Monthly Reports of November 2021.
9. Approve the following applications for beer permits and liquor licenses:
  - a) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
  - b) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
  - c) Tobacco Outlet Plus, 4116 University Avenue, Class E liquor - renewal.

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

10. Resolution approving and adopting Summary Plan Descriptions (SPD) for the City of Cedar Falls Health Benefit Plans.
11. Resolution levying a final assessment for costs incurred by the City to mow property at 130 North College Street.
12. Resolution levying a final assessment for costs incurred by the City to mow property at 234 Clark Drive.
13. Resolution approving and authorizing execution of a 2021 American Rescue Plan Act (ARPA) Grant Agreement relative to funding of a Book Bike for the Cedar Falls Public Library.
14. Resolution approving and authorizing execution of an Agreement for the Use of State or Local Overtime and Authorized Expense/Strategic Initiative Program for Organized Crime Drug Enforcement Task Forces (OCDETF) for FY2022.
15. Resolution approving and authorizing execution of a Humanities Project Grant Agreement with the Iowa Arts Council relative to the "*Our Town: Reclaiming the Narrative*" exhibition for the Hearst Center for the Arts.
16. Resolution approving and authorizing execution of two Leases relative to properties vacated by flood buyout programs.
17. Resolution approving and authorizing execution of a First Amendment to Agreement for Professional Services with Operation Threshold for Community Development Block Grant (CDBG-CV3) Funding relative to the Cares Act.
18. Resolution approving the preliminary plat of Cedar Falls West Viking Road Industrial Park Phase V & VI.
19. Resolution approving an amendment to a Downtown Character District (CD-DT) Zoning District site plan for outdoor amenities at River Place Plaza.
20. Resolution approving and authorizing the expenditure of funds for the purchase of a mechanical street sweeper for the Public Works Department.
21. Resolution setting January 18, 2022 as the date of public hearing on the proposed FY2022-FY2027 Capital Improvements Program (CIP).

- [22.](#) Resolution receiving and filing, and setting January 18, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the West Viking Road Industrial Park Phase V Project.

**Allow Bills and Claims**

- [23.](#) Allow Bills and Claims for January 3, 2022.

**City Council Referrals**

**City Council Updates**

**Staff Updates**

**Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, DECEMBER 20, 2021  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

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

- 53603 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of December 6, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53604 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that item #26 on the Resolution Calendar was being removed from the agenda.
- 53605 - Rosemary Beach, 5018 Sage Road, commented about the Honors Building on the UNI Campus tentatively planned for demolition and stated she will be sending in the Preservation Iowa application herself in an effort to save the building.
- 53606 - Mayor announced that in accordance with the public notice of December 14, 2021, this was the time and place for a public hearing on a proposed ordinance establishing new boundaries for wards and precincts as a result of the 2020 Census. It was then moved by Miller and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53607 - The Mayor then asked if there were any written communications filed to the proposed ordinance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. GIS Specialist Hines provided a brief summary of the process. Following a question by Whitney Smith, 2207 Hawthorne Drive, and response by City Attorney Rogers, the Mayor declared the hearing closed and passed to the next order of business.
- 53608 - It was moved by Kruse and seconded by deBuhr that Ordinance #3003, amending Chapter 8, Elections, of the Code of Ordinances relative to establishing new boundaries for wards and precincts within the City of Cedar Falls, to become effective January 15, 2022, using map option C, be passed upon its first consideration. Following questions by Councilmembers deBuhr, Dunn, Harding and Kruse, and Mayor Green, and responses by GIS Specialist Hines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Darrah, Sires. Nay: Miller, Harding, Dunn. Motion carried.

It was then moved by Darrah and seconded by Miller that the rules requiring an ordinance be considered at three separate meetings, be suspended and that Ordinance #3003, be passed upon its third and final consideration. Following

questions and comments by Councilmembers deBuhr, Kruse, Miller, Sires and Dunn, and Whitney Smith, 2207 Hawthorne Drive, and responses by Hines and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Dunn. Nay: Sires. Motion carried. The Mayor then declared Ordinance #3003 duly passed and adopted.

- 53609 - It was moved by Miller and seconded by Harding that Resolution #22,625, approving and authorizing execution of a Letter of Agreement with the Black Hawk County Supervisors relative to establishing a Joint Precinct consisting of a portion of Cedar Falls Ward 2 Precinct 3 and a portion of Cedar Falls Township Precinct, be adopted. Following comments by GIS Specialist Hines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,625 duly passed and adopted.
- 53610 - It was moved by Kruse and seconded by Harding that Ordinance #3000, granting a partial property tax exemption to The Vault, LLC for construction of a storage/office facility at 6100 Production Drive, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3000 duly passed and adopted.
- 53611 - It was moved by Kruse and seconded by deBuhr that Ordinance #3001, amending Chapter 24, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3001 duly passed and adopted.
- 53612 - It was moved by deBuhr and seconded by Miller that Ordinance #3002, amending Chapter 2, Administration of the Code of Ordinances relative to reestablishing the Downtown Cedar Falls Self-Supported Municipal Improvement District (SSMID), be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
- 53613 - It was moved by Miller and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

Receive and file the Committee of the Whole minutes of December 6, 2021 relative to the Grow Cedar Valley Update.

Receive and file the Abstract of Votes for the November 2, 2021 Municipal

Election and the November 30, 2021 Municipal Runoff Election.

Approve the following applications for liquor licenses:

- a) Huhot Mongolian Grill, 6301 University Avenue, Special Class C liquor - renewal.
- b) Rancho Chico, 618 Brandilynn Boulevard, Class C Liquor - renewal.

Motion carried unanimously.

53614 - It was moved by Darrah and seconded by Miller that the following resolutions be introduced and adopted:

Resolution #22,626, approving and authorizing execution of a Subdivision Distributor Settlement Participation Form, a Subdivision Janssen Settlement Participation Form, and an Iowa Opioid Allocation Memorandum of Understanding, all relative to a national opioid settlement.

Resolution #22,627, approving and authorizing execution of Contract Amendment #1 to the Office Supply & Copy Paper Product Agreement with Laser Tech., USA, Inc. d/b/a Office Express/Office Products.

Resolution #22,628, approving and authorizing execution of fourteen (14) Leases relative to properties vacated by the 2008 flood buyout program.

Resolution #22,629, approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for façade and signage improvements at 2019 College Street.

Resolution #22,630, approving and authorizing submission of an application to the U.S. Department of Commerce, Economic Development Administration American Rescue Plan Act Travel, Tourism and Outdoor Recreation Funding Opportunity relative to the Cedar River Recreational River Area and Riverbank Improvements Project, designating the Mayor as the official representative of the City, and authorizing the Mayor to sign said application and certain assurances in conjunction with the same.

Resolution #22,631, approving commitment of local funding, in conjunction with a U.S. Department of Commerce, Economic Development Administration (EDA) Disaster Recovery Grant relative to Instream and Upland Improvements of Phase 1 of the Cedar River Recreational River Area and Riverbank Improvements Project.

Resolution #22,632, approving and authorizing execution of a Memorandum of Understanding with the Iowa Northland Regional Council of Governments (INRCOG) for administration of a U.S. Department of Commerce, Economic Development Administration (EDA) Disaster Recovery Grant relative to the Cedar River Recreational River Area and Riverbank Improvements Project.

Resolution #22,633, approving and authorizing submission of a grant application to Iowa Homeland Security & Emergency Management (HSEMD), under the U.S. Department of Federal Emergency Management Agency (FEMA), Building

Resilient Infrastructure and Communities (BRIC) Scoping Project relative to a Stormwater Master Plan, designating the Mayor as the official representative of the City, and authorizing the Mayor to sign said application and certain assurances in conjunction with the same.

Resolution #22,634, approving commitment of local funding, in conjunction with a U.S. Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) Scoping Project relative to a Stormwater Master Plan.

Resolution #22,635, approving and authorizing execution of a Memorandum of Understanding with the Iowa Northland Regional Council of Governments (INRCOG) for administration of an Iowa Homeland Security & Emergency Management (HSEMD), U.S. Department of Federal Emergency Management Agency (FEMA), Building Resilient Infrastructure and Communities (BRIC) Scoping Project grant relative to a Stormwater Master Plan.

Resolution #22,636, approving and authorizing execution of an Extension of a Yard Waste Management Service Agreement with T&W Grinding relative to management of the City's compost facility.

Resolution #22,637, approving the Certificate of Completion and accepting the work of ASTECH Corp. for the 2020 Seal Coat Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Street Repair Fund.

Resolution #22,638, approving the Certificate of Completion and accepting the work of Blacktop Service Company for the 2021 Seal Coat Project, and approving and authorizing the transfer of funds from the Street Construction Fund to the Street Repair Fund.

Resolution #22,639, approving and accepting the contract and bond of Peterson Contractors, Inc. for the Greenhill Road and South Main Street Intersection Improvement Project.

Resolution #22,640, approving and authorizing execution of an Owner Purchase Agreement, and approving and accepting a Temporary Construction Easement, in conjunction with the Greenhill Road & South Main Street Intersection Improvements Project.

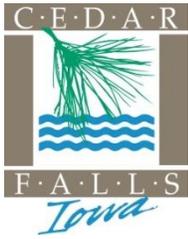
Resolution #22,641, setting January 18, 2022 as the date of public hearing on a proposal to undertake a public improvement project for the Main Street Reconstruction Project, and to authorize acquisition of private property for said project.

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, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,626 through #22,641 duly passed and adopted.

- 53615 - It was moved by Kruse and seconded by Miller that Resolution #22,642, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to various intersection improvements, be adopted. Following questions by Councilmembers deBuhr, Kruse and Sires, and responses by Public Works Director Schrage and City Engineer Wicke, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Harding, Darrah, Sires, Dunn. Nay: deBuhr. Motion carried. The Mayor then declared Resolution #22,642 duly passed and adopted.
  
- 53616 - It was moved by Miller and seconded by Kruse that the bills and claims of December 20, 2021 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, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.
  
- 53617 - It was moved by Dunn and seconded by Darrah to refer to a Council Work Session an update by the University of Northern Iowa on their Economic Development priorities. Following comments by Councilmember Harding, it was moved by Harding and seconded by Darrah to amend the motion to be a joint work session with UNI to collaborate on other subjects, including economic development. Following questions by Councilmembers Kruse, deBuhr and Harding, the motion carried unanimously. Following a question by Councilmember Kruse and response by Mayor Green, the Mayor put the question on the original motion as amended. Motion carried unanimously.
  
- 53618 - Mayor recognized Councilmembers Darrah and Miller for their service to the City.  
  
Councilmember Miller expressed appreciation for the work of city staff. He thanked the public for the honor to serve.  
  
Councilmember Darrah thanked the public, current and past councilmembers, and expressed his appreciation of city staff.
  
- 55619 - Public Works Director Schrage responded to a question by the Mayor regarding tree removal at the corner of 18<sup>th</sup> and Main Street.
  
- 53620 - It was moved by Miller and seconded by Harding that the meeting be adjourned at 8:12 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



## DR. MARTIN LUTHER KING, JR. DAY OF SERVICE

### January 17, 2022

**WHEREAS**, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and dreamed of a nation of liberty and justice for all; and

**WHEREAS**, Dr. King's teachings and activism for racial, economic, and social justice have left a profound and lasting impact on our cultural and intellectual landscape; and

**WHEREAS**, the United States Congress created the Dr. Martin Luther King Jr. Day of Service in 1994 as a national day of public service, grounded in his teachings, to address racial, economic and social disparities and injustice; and

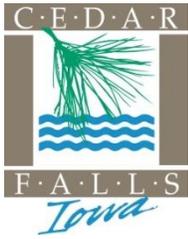
**WHEREAS**, non-profit organizations, governmental agencies, educational groups and community leaders organize service projects to honor the memory and legacy of Dr. King by serving others;

**THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim January 17, 2022, as **Dr. Martin Luther King, Jr. Day of Service** in the city of Cedar Falls, and encourage citizens to participate in a local service activity to commemorate this national holiday as "*a day on, not a day off*".

Signed this 28<sup>th</sup> day of December 2021.



Mayor Robert M. Green



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA  
220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
319-273-8600  
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## NATIONAL MENTORING MONTH

### January 2022

**WHEREAS**, National Mentoring Month celebrates the caring and consistent relationships fostered by experienced mentors and young people; and

**WHEREAS**, quality mentoring encourages positive choices, promotes self-esteem, supports academic achievement, introduces mentees to new ideas and experiences, and helps them to discover and develop their strengths; and

**WHEREAS**, mentoring programs are shown to reduce school violence, discipline problems, substance abuse, incarceration and truancy; and

**WHEREAS**, despite these benefits, one in three youth in our nation will reach age 19 without a mentor, constituting a significant mentoring gap which can only be closed through greater public volunteerism; and

**WHEREAS**, local youth development organizations, including the Job Foundation, Family YMCA of Black Hawk County, Boy Scouts, Girl Scouts, Leader Valley, Civil Air Patrol, 4-H, and CAPS, are vital and respected partners in equipping our next generation of citizens to reach their full potential in life;

**NOW, THEREFORE, I**, Robert M. Green, Mayor of the City of Cedar Falls, do hereby declare January 2022 as **National Mentoring Month** throughout the city, and I strongly encourage all citizens to seek out opportunities to mentor young people through the above (and similar) organizations in our community.

Signed this 28<sup>th</sup> day of December 2021.



Mayor Robert M. Green



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator *SG*  
**DATE:** November 3, 2021  
**SUBJECT:** Renewal of the Downtown Self-Supported Municipal Improvement District (SSMID)

**REQUEST:** Renewal of the Downtown Self-Supported Municipal Improvement District (SSMID) for a new 5-Year Term (July 1, 2022 – June 30, 2027)

**PETITIONER:** Community Main Street (Lead Agency)

**LOCATION:** Downtown Cedar Falls

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

#### PROPOSAL

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

Attached is the memo and petition submitted by Community Main Street. The requirement for approval of a SSMID is support by petition from a minimum of 25% of the unique property owners representing 25% of the total valuation of the District. Community Main Street submitted signatures from 47% of the total number of unique property owners, which represent 61% of the total valuation within the area covered by the SSMID, so their petition meets the threshold for renewal of the SSMID.

The self-imposed tax upon property within the SSMID area will be set at \$3.89 per \$1,000 of net taxable valuation for fiscal year 2023, with a maximum allowable levy rate

of \$5.83. All tax revenue collected from properties subject to the additional tax will be deposited into the Downtown Self-Supported Municipal Improvement District Fund for the operational purposes of Community Main Street as stated above. It should be noted that residential property within the District is not subject to the additional tax.

## BACKGROUND AND ANALYSIS

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

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

## PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission reviewed this request at their October 27, 2021 meeting, and approved and endorsed the Evaluative Report on the Merit and Feasibility of the Renewal of the Downtown Self-Supported Municipal Improvement District, and recommends that the City Council proceeds to set a public hearing for consideration of the same.

## PLANNING & ZONING COMMISSION ACTIONS

10/27/21 Meeting - Chair Leeper introduced the item and Ms. Howard provided background information. She discussed the minimum requirements for the five-year renewal and stated that staff recommends approval, and for the Commission to make a recommendation to City Council.

Mr. Schrad made a motion to approve staff recommendations. Ms. Lynch seconded the motion. The motion was approved unanimously with 6 ayes (Holst, Larson, Leeper, Lynch, Saul and Schrad), and 0 nays.



310 East 4th Street  
Cedar Falls, IA 50613

Phone: 319-277-0213  
www.communitymainstreet.org

October 1, 2021

Ms. Jacque Danielsen  
City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

**2021-2022  
Board of Directors:**

Lexie Heath - President  
Darin Beck  
Natalie Brown  
Ann Eastman  
Crystal Ford  
Brent Johnson  
Audrey Kittrell  
Jenny Leeper  
Helen Pearce  
Clark Rickard  
Mark Showalter  
Brad Strouse

Ex-officio  
Wynette Froehner  
Stephanie Houk-Sheetz

Re: Downtown Cedar Falls Self-Supported Municipal Improvement District

Dear Ms. Danielsen:

Enclosed, please find information pertaining to the creation of the Self-Supported Municipal Improvement District (SSMID) in the downtown area. The downtown SSMID was originally established in 1987 and its purpose is to provide funding for the continuation of the Community Main Street, Inc. (CMS). The proposed district is to be established for the period commencing July 1, 2022, and ending June 30, 2027. The provisions for enabling the enactment of the SSMID are addressed in the Code of Iowa, Chapter 386. Specifics are outlined as follows.

The CMS Board of Directors has collected property owners' signatures on the SSMID petition. Renewal requires supporting documents and signed petitions representing at least 25% of the taxable valuation and 25% of the downtown property owners. Included in this packet are signed petition forms representing 61% of the taxable valuation and 47% of the downtown property owners, exceeding the minimum requirements for renewal.

CMS would propose that these petitions and other documentation be submitted to the Planning and Zoning Commission for consideration and recommendation at their October 27, 2021, meeting. Based on the recommendation from the Planning and Zoning, the request would then follow the standard procedure of conducting a Public Hearing and adopting an Ordinance to establish said district. An updated copy of the 2016 ordinance is included with this letter.

The provisions of the Ordinance do comply with the necessary guidelines or establishing a district as addressed in Chapter 386 of the Code, herein referred to as the Act.



### 386.3 Establishment

- 1a. Be comprised of contiguous property wholly within the boundaries of the City. The area designed is contiguous and is defined on the attached map and legally described to include said property.
- b. Be given a descriptive name. The name of the district shall be "Downtown Cedar Falls Self-Supported Municipal Improvement District."
- c. Be comprised of property related in some manner. The property described is physically located in the downtown district and participates in the Community Main Street, Inc. program to enable downtown revitalization. Zoning is currently C-1, C-2 and C-3, appropriate for said District.

2a. The signatures of at least 25% of all owners of property within the proposed district. These signatures must together represent ownership of property with an assessed value of 25% or more of the assessed value of all of the property in the proposed district.

Sections 2b, c, d, e, and f of 386.3 are included in the ordinance that is included with this letter.

Please feel free to contact me at 319-277-0213 if you have any questions. Thank you.

Kind regards,



Kim Bear  
Executive Director  
Community Main Street

Deed Holder	Property Address	Taxable Value
305 MAIN STREET LLC	305 MAIN ST	229,992
323 PROPERTIES LLC	517 WASHINGTON ST	340,398
ADW LLC	102 MAIN ST	175,001
ARABELLA LLC	102 CLAY ST	1,615,653
ARABELLA LLC	200 W 1ST ST	1,975,566
ARABELLA LLC		102,636
AVAN PROPERTIES LLC	108 MAIN ST	147,821
B J S HOLDINGS LLC	311 MAIN ST	294,741
BLACK HAWK HOTEL MOTOR LODGE LLC	122 WASHINGTON ST	340,911
BLACKHAWK HOTEL LLC		53,541
BT HOLDINGS LLC	122 MAIN ST	310,968
CEDAR FALLS COMMUNITY CR UNION	123 W 4TH ST	1,048,806
COMMUNITY NATIONAL BANK	312 W 1ST ST	658,890
D SQUARED II LLC	109 E 4TH ST	108,387
D SQUARED II LLC	402 MAIN ST	459,387
D SQUARED II LLC	406 MAIN ST	227,423
DOLLYS RENTALS LLC	604 CLAY ST	1,325,826
EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST	227,157
FARMERS STATE BANK	515 MAIN ST	2,537,982
FARRIS, DAVID	116 MAIN ST	201,978
FARRIS, DAVID	118 MAIN ST	228,426
FARRIS, DAVID A	209 STATE ST	294,975
FENCL, DANIEL D TRUST	422 MAIN ST	456,111
FENCL, DANIEL D TRUST		163,152
FIRST NATIONAL BANK OF CF	602 MAIN ST	1,842,795
FIRST NATIONAL BANK OF CF		112,518
FIRST NATIONAL BANK OF CF		90,414
FIRST NATIONAL BANK OF CF		45,486
FRANKLIN STREET PROPERTY L C	415 CLAY ST	715,113
FRANKLIN STREET PROPERTY L C		41,463
FRANKLIN STREET PROPERTY L C		31,752
FRANKLIN STREET PROPERTY L C		6,057
GREAT WESTERN BANK	205 W 2ND ST	904,590
HI YIELD LLC	123 W 7TH ST	509,481
HI YIELD LLC		50,742
HI YIELD LLC		31,851
IEHL, CALVIN R		874,917
JJ LAND L C	110 E 3RD ST	199,089
JJ LAND L C	222 MAIN ST	265,113
JJ LAND L C	224 MAIN ST	212,742
K GROUP L C	226 MAIN ST	232,902
KEL MAR LC	600 STATE ST	380,781
KEL MAR LC	521 CLAY ST	104,160
KNUTSON, AARON M	622 MAIN ST	294,705
LINDERBAUM REAL ESTATE LLC	115 E 2ND ST	295,749
MAIN STREET HOTELS LC	115 MAIN ST	1,027,413
MAIN STREET HOTELS LC	119 MAIN ST	305,757

MARSH, JEFFREY J	412 MAIN ST	167,148
NAB INVESTMENTS LLC	315 MAIN ST	622,883
NAB INVESTMENTS LLC	317 MAIN ST	257,345
NELSON FUNERAL HOME INC	613 MAIN ST	417,632
OVERMAN NORTH PARTNERS LC	323 W 2ND ST	132,966
PANTHER BUILDERS LLC	616 CLAY ST	498,942
PARK PLACE PROPERTIES	324 W 3RD ST	131,697
PC REAL ESTATE LLC	310 MAIN ST	230,760
PC REAL ESTATE LLC	312 MAIN ST	298,134
PC REAL ESTATE LLC	316 MAIN ST	495,864
PRESTIGE WW LLC	205 MAIN ST	443,547
RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	49,684
RICHARDSON FUNERAL HOME INC		48,456
RIVER PLACE PROPERTIES II LC	123 E 3RD ST	62,982
RIVER PLACE PROPERTIES II LC	302 MAIN ST	184,338
RIVER PLACE PROPERTIES LC		149,454
SC AND B PROPERTIES LLC	318 MAIN ST	284,691
SHIMEK, ANDREW	109 MAIN ST	119,511
SHIMEK, ANDREW D	104 MAIN ST	230,735
SHIMEK, ROBERTA M	107 MAIN ST	239,083
SIMPLE AS 128 LLC	128 MAIN ST	320,225
SRE HOLDINGS LLC		57,033
SRE HOLDINGS LLC	201 WASHINGTON ST	587,376
SRE HOLDINGS LLC	403 WASHINGTON ST	195,651
STATE STREET MIXED USE II LC	100 E 2ND ST	5,915,120
STATE STREET MIXED USE LC	200 STATE ST	5,558,276
STATE STREET RESIDENCES LC		417,915
STONE AND TERRACE LLC	108 E 4TH ST	250,110
STONE AND TERRACE LLC		87,471
VIKING PUMP INC	222 E 7TH ST	220,230
VIKING PUMP INC	406 STATE ST	1,094,040
VIKING PUMP INC		48,303
VIKING PUMP INC		540

Petition for Renewal of the  
5th Suggested Municipal Improvement District (SMID)  
2022

Use the designated address regarding the 5th Suggested Municipal Improvement District (SMID) for the  
Cedar Falls, Iowa, located within the area shown on the attached map, effective August 1, 2022, and  
ending June 30, 2027. The district will be used to fund the following items: 1. Police; 2. Fire; 3. Public Works; 4. Street  
Lighting; 5. Parks and Recreation; 6. Public Safety; 7. Public Health; 8. Public Utilities; 9. Public Safety  
Through Community-Based Services, Inc. The petition shall be submitted to the City Clerk of the City of Cedar Falls,  
Iowa, requesting that the City Act be notified.

NAME	ADDRESS	PHONE
<i>[Signature]</i>	<i>322 East 8th St</i>	<i>319-402-5703</i>
	<i>Cedar Falls</i>	
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	<i>Roberta Schuck</i>	<i>107 main/1504 Howard</i>	<i>233 6813</i>
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Brian Wiegert (SRE HOLDINGS)	408 Washington	319 404 4884
2.	" " "	(Stone & Terrace) 108 E 4th	" " "
3.	" " "	201 Washington	" " "
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	 Brad Leeper	205 Main St., CF	319-239-5496
2.	 Jenny Leeper	205 main St., CF	319-239-7176
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Farmers State Bank	515 main st	319 874 4345
2.		Cedar Falls	
3.	Natalie Brown	315 Main St, CF	319 240 0232
4.	Natalie Brown	317 Main St, CF	319 240 0232
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Viking Pump, Inc.	222 E 7th St. 406 State St., Cedar Falls, IA 50613	319-273-8166
2.	(Connie Guhring on behalf of Josh Stiever)		
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Cedar Falls Community Cn. by Helen. Pano, CEO	133 W 4 <sup>th</sup> St	319-266-7531
2.	Dawn Wilson	102 Main Street Cedar Falls, IA	319-404-5468
3.	Julie Shumek	104 Main St Cedar Falls	319-230-9775
4.	Julie Shumek	109 Main St Cedar Falls	319-230-9775
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	<i>Ambrosio</i>	<i>222, 224 Main St 110 E 3rd</i>	<i>3194043330</i>
2.	<i>Kate Dunning</i>	<i>517 Washington St, CF</i>	<i>319.290.1198</i>
3.	<i>Debra Kroll</i>	<i>108 Main St. CF</i>	<i>319 240-3962</i>
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	Brent Johnson	122/124 Main	515-290-1008
2.	Brent Dahlstrom	604 Clay St	319-505-3609
3.		200 W. 15th St	
4.		102 Clay St	
5.		123 W. 7th St	
6.		616 Clay St	
7.		406 Main St	
8.		109 E. 4th St	
9.		402 Main St	
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	<i>Raymond Loring</i>	<i>205 W. 2nd St. CF</i>	<i>319-429-4796</i>
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1		Thomas R. Penaluna	111 Main Street, Cedar Falls, Iowa 50613 319-833-1234
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	Redfern Law Firm / Franklin Street Property LLC	415 Clay St.	277-6830
2.	First Bank by [Signature]	602 Main St	247-7928
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4.	[Signature]	622 Main Street	266-1838
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1 .	Jessica & Jeff Marsh	408-412 Main Street	319-269-8309
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.	Jay Knapik/Gary Kelley	226 <sup>Thurs north Drive</sup> MAIN ST, CF.	319-404-4210
2.	Wendy Wagner (ex. spouse)	28 <sup>Drummet - bradshaw/way</sup> MAIN ST, CF.	319-404-8550
3.	Brian Brunner	318 <sup>Penny Leates</sup> MAIN ST, CF.	319-266-2604
4.	John Peterson	311 <sup>ICM Financial</sup> MAIN ST, CF.	319-290-2212
5.	Jim Earl	422 <sup>Rechtel and Leonard</sup> MAIN ST	319-230-7112
6.	Mike Silantzi	613-616 <sup>Rechtel and Leonard</sup> MAIN ST, CF.	319-266-3525
	<del>James Allen, 201 Main St</del>	<del>319-266-0828</del>	
	<del>James Strub, 401 Main St</del>	<del>319-504-1016</del>	
9.	Thomas Kelly	600 State 521 <sup>Clay</sup> CLAY	319-277-9355
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

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	NAME	ADDRESS	PHONE
1.		100 E. 2nd	319-277-0007
2.	Frige, New District	200 5th	
3.	"	250 5th	
4.	"	300 5th	
5.	"	302 Main	
6.	"	123 W. 3rd	
7.	"	115-119 Main	
8.	"	112 Washington	
9.	"	313 W. 2nd	
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
2022

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	NAME	ADDRESS	PHONE
1.	 PC Real Estate, LLC	310 Main Street	
2.	 PC Real Estate, LLC	312 Main Street	
3.	 PC Real Estate, LLC	314-316 Main Street	
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Petition for Renewal of the  
Self-Supported Municipal Improvement District (SSMID)  
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	NAME	ADDRESS	PHONE
1 .	Ann Eastman	827 Westwood Drive CF	319-269-7766
2 .		365 main Street	
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### Petition for Renewal of the Self-Supported Municipal Improvement District (SSMID) 2022

We, the undersigned, endorse renewing the Self-Supported Municipal Improvement District (SSMID) for the Cedar Falls Downtown District. Said renewal will be established for the period commencing July 1, 2022 and ending June 30, 2027. Said district will be taxed at a rate not to exceed 5.80 per \$1,000 of taxable valuation of the real property included. Revenues generated from the district shall be used to fund downtown revitalization through Community Main Street, Inc. This petition shall be submitted to the City Clerk of the City of Cedar Falls, Iowa requesting that the district be continued.

	NAME	ADDRESS	PHONE
1.	Mimi A Rice	116 & 118 Main St	(319) 961-0856
2.	DAVID FARRIS	209 STATE ST	319 961-8078
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FOR REESTABLISHMENT OF CEDAR FALLS DOWNTOWN SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT (SSMID) 2022

Parcel Number	Primary Owner	Situs	Assessed Value	Name	Attention	Address	City	State	Zip
891412188004	305 MAIN STREET LLC	305 MAIN ST	113,576	305 MAIN STREET LLC		827 WESTWOOD DR	CEDAR FALLS	IA	50613
891412188004	305 MAIN STREET LLC	305 MAIN ST	170,364	305 MAIN STREET LLC		827 WESTWOOD DR	CEDAR FALLS	IA	50613
891412188006	309 MAIN LLC	309 MAIN ST	106,820	309 MAIN LLC		309 MAIN ST	CEDAR FALLS	IA	50613
891412188006	309 MAIN LLC	309 MAIN ST	198,380	309 MAIN LLC		309 MAIN ST	CEDAR FALLS	IA	50613
891412333005	323 PROPERTIES LLC	517 WASHINGTON ST	378,220	323 PROPERTIES LLC		1628 W 6TH ST	STORM LAKE	IA	50588
891412251003	ADW LLC	102 MAIN ST	65,341	ADW LLC		3620 ROWND ST	CEDAR FALLS	IA	50613
891412251003	ADW LLC	102 MAIN ST	145,439	ADW LLC		3620 ROWND ST	CEDAR FALLS	IA	50613
891412188003	AKER, BARBARA DAVIS	303 MAIN ST	203,729	AKER, BARBARA DAVIS		2350 EWING ST	LOS ANGELES	CA	90039
891412188003	AKER, BARBARA DAVIS	303 MAIN ST	259,291	AKER, BARBARA DAVIS		2350 EWING ST	LOS ANGELES	CA	90039
891412406010	ALLTELL	504 BLUFF ST	118,580	DUFF AND PHELPS LLC		PO BOX 2549	ADDISON	TX	75001
891412179001	ARABELLA LLC	102 CLAY ST	2,393,560	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179011	ARABELLA LLC	200 W 1ST ST	893,802	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179011	ARABELLA LLC	200 W 1ST ST	1,735,028	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412179014	ARABELLA LLC		114,040	ARABELLA LLC		PO Box 128	CEDAR FALLS	IA	50613
891412252020	AREA ELECTRIC INC	204 MAIN ST	19,088	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412252020	AREA ELECTRIC INC	204 MAIN ST	253,602	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412405003	AREA ELECTRIC INC	510 STATE ST	335,470	AREA ELECTRIC INC		510 STATE ST	CEDAR FALLS	IA	50613
891412251006	AVAN PROPERTIES LLC	108 MAIN ST	70,976	AVAN PROPERTIES LLC		1746 DAKOTA DR	WATERLOO	IA	50701
891412251006	AVAN PROPERTIES LLC	108 MAIN ST	111,014	AVAN PROPERTIES LLC		1746 DAKOTA DR	WATERLOO	IA	50701
891412188007	B J S HOLDINGS LLC	311 MAIN ST	327,490	PETERSEN, BRUCE		311 MAIN ST	CEDAR FALLS	IA	50613
891412329001	BATH PROPERTIES LLC	404 WASHINGTON ST	569,540	BATH PROPERTIES LLC		1015 ORCHARD DR	CEDAR FALLS	IA	50613
891412178005	BENDABLE EQUITIES LLC		77,620	BENDABLE EQUITIES LLC		1816 VALLEY HIGH DR	CEDAR FALLS	IA	50613
891412180013	BLACK HAWK HOTEL LLC		59,490	TINDALL HOTEL INC		3700 RIVER OAKS DR	DES MOINES	IA	50612
891412180012	BLACK HAWK HOTEL MOTOR LODGE LLC	122 WASHINGTON ST	378,790	TINDALL HOTEL INC		3700 RIVER OAKS DR	DES MOINES	IA	50612
891412252013	BLACK HAWK LODGE NO 65 AF AND AM	216 MAIN ST	386,930	BLACK HAWK LODGE NO 65 AF AND AM		PO BOX 493	CEDAR FALLS	IA	50613
891412252015	BLACK HAWK LODGE NO 65 AF AND AM	214 MAIN ST	294,380	BLACK HAWK LODGE NO 65 AF AND AM		PO BOX 493	CEDAR FALLS	IA	50613
891412184003	BRB REAL ESTATE HOLDINGS LLC	201 MAIN ST	91,342	BRB REAL ESTATE HOLDINGS LLC	PO BOX 622	201 MAIN ST	CEDAR FALLS	IA	50613
891412184003	BRB REAL ESTATE HOLDINGS LLC	201 MAIN ST	162,388	BRB REAL ESTATE HOLDINGS LLC	PO BOX 622	201 MAIN ST	CEDAR FALLS	IA	50613
891412126040	BROOMSTICK LODGING LLC	101 W 1ST ST	5,511,220	BROOMSTICK LODGING LLC		2706 JAMES ST	CORALVILLE	IA	52241
891412328006	BRYAN, RANDOLPH	419 WASHINGTON ST	44,493	BRYAN, RANDOLPH		3121 JEPSEN RD	CEDAR FALLS	IA	50613
891412328006	BRYAN, RANDOLPH	419 WASHINGTON ST	120,297	BRYAN, RANDOLPH		3121 JEPSEN RD	CEDAR FALLS	IA	50613
891412251013	BT HOLDINGS LLC	122 MAIN ST	157,842	BT HOLDINGS LLC		217 WASHINGTON ST	CEDAR FALLS	IA	50613
891412251013	BT HOLDINGS LLC	122 MAIN ST	227,138	BT HOLDINGS LLC		217 WASHINGTON ST	CEDAR FALLS	IA	50613
891412328004	BUILT BY BRADY LLC	409 WASHINGTON ST	459,820	BUILT BY BRADY LLC		1026 CARRIAGE LN	CEDAR FALLS	IA	50613
891412338010	CASEYS MARKETING COMPANY		21,190	CASEYS MARKETING COMPANY		PO Box 54288	LEXINGTON	KY	40555
891412338011	CASEYS MARKETING COMPANY	601 MAIN ST	613,070	CASEYS MARKETING COMPANY		PO Box 54288	LEXINGTON	KY	40555
891412188013	CEDAR FALLS COMMUNITY CR UNION	123 W 4TH ST	1,165,340	CEDAR FALLS COMMUNITY CR UNION		PO Box 1009	CEDAR FALLS	IA	50613
891412184013	CEDAR FALLS TRUST & SAVINGS BANK		19,490	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412184014	CEDAR FALLS TRUST & SAVINGS BANK	117 W 3RD ST	106,560	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412184015	CEDAR FALLS TRUST & SAVINGS BANK	222 WASHINGTON ST	1,149,500	US BANK CORPORATE REAL ESTATE	C/O RYAN PTS DEPT. 908	PO Box 460169	HOUSTON	TX	77056
891412327004	CHEROKEE PROPERTIES LLC		17,820	CHEROKEE PROPERTIES LLC		PO BOX 1106	CEDAR FALLS	IA	50613
891412327005	CHEROKEE PROPERTIES LLC	411 CLAY ST	195,390	CHEROKEE PROPERTIES LLC		PO BOX 1106	CEDAR FALLS	IA	50613
891412183005	CITY OF CEDAR FALLS	217 WASHINGTON ST	562,980	CITY OF CEDAR FALLS		220 CLAY ST	CEDAR FALLS	IA	50613
891412254015	CJS VENTURES LLC	315 STATE ST	11,189	CJS VENTURES LLC		4220 W MT VERNON RD	CEDAR FALLS	IA	50613
891412254015	CJS VENTURES LLC	315 STATE ST	548,241	CJS VENTURES LLC		4220 W MT VERNON RD	CEDAR FALLS	IA	50613
891412178006	COMMUNITY NATIONAL BANK	312 W 1ST ST	732,100	COMMUNITY NATIONAL BANK		PO Box 1288	WATERLOO	IA	50704
891412401001	D SQUARED II LLC	402 MAIN ST	510,430	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401002	D SQUARED II LLC	109 E 4TH ST	120,430	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401011	D SQUARED II LLC	406 MAIN ST	84,915	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412401011	D SQUARED II LLC	406 MAIN ST	189,005	D SQUARED II LLC		PO Box 128	CEDAR FALLS	IA	50613
891412337015	DOLLYS RENTALS LLC	604 CLAY ST	1,473,140	DOLLYS RENTALS LLC		PO Box 128	CEDAR FALLS	IA	50613
891412408014	ELEMENT PROPRT, IES LLC	616 STATE ST	98,711	ELEMENT PROPRT, IES LLC	C/O BETH BURRELL	32257 BEAVER VALLEY ST	NEW HARTFORD	IA	50660
891412408014	ELEMENT PROPRT, IES LLC	616 STATE ST	91,119	ELEMENT PROPRT, IES LLC	C/O BETH BURRELL	32257 BEAVER VALLEY ST	NEW HARTFORD	IA	50660
891412180005	EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST APT A	112,176	EQUITY REAL ESTATES INVESTMENTS		PO Box 805	WATERLOO	IA	50704
891412180005	EQUITY REAL ESTATES INVESTMENTS	111 MAIN ST APT A	168,264	EQUITY REAL ESTATES INVESTMENTS		PO Box 805	WATERLOO	IA	50704
891412334009	FARMERS STATE BANK	515 MAIN ST	2,819,980	FARMERS STATE BANK		131 TOWER PARK DR APT 100	WATERLOO	IA	50701
891412251010	FARRIS, DAVID	116 MAIN ST	224,420	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412251011	FARRIS, DAVID	118 MAIN ST	91,288	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412251011	FARRIS, DAVID	118 MAIN ST	185,342	FARRIS, DAVID		215 COLORADO RD	CEDAR FALLS	IA	50613
891412252022	FARRIS, DAVID A	209 STATE ST	327,750	FARRIS, DAVID A		215 COLORADO RD	CEDAR FALLS	IA	50613
891412401018	FENCL,DANIEL D TRUST	422 MAIN ST	506,790	FENCL,DANIEL D TRUST		422 MAIN ST	CEDAR FALLS	IA	50613

891412401019	FENCL,DANIEL D TRUST		181,280	FENCL,DANIEL D TRUST		422 MAIN ST	CEDAR FALLS	IA	
891412407001	FIRST NATIONAL BANK OF CF	602 MAIN ST	2,047,550	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407004	FIRST NATIONAL BANK OF CF		125,020	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407005	FIRST NATIONAL BANK OF CF		50,540	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412407006	FIRST NATIONAL BANK OF CF		100,460	FIRST NATIONAL BANK OF CF		PO Box 189	CEDAR FALLS	IA	50613
891412178001	FN AND R RENTAL LLC	320 W 1ST ST	296,880	F N & R RENTAL LLC	C/O DANIEL L RUBENDALL	765 PROSPECT BLVD	WATERLOO	IA	50701
891412251007	FORE INVESTORS LLC	110 MAIN ST	106,481	FORE INVESTORS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412251007	FORE INVESTORS LLC	110 MAIN ST	153,229	FORE INVESTORS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412329009	FOUR HUNDRED ELEVEN MAIN L C	415 MAIN ST	190,410	FOUR HUNDRED ELEVEN MAIN L C		411 MAIN ST	CEDAR FALLS	IA	50613
891412329016	FOUR HUNDRED ELEVEN MAIN L C	411 MAIN ST	281,000	FOUR HUNDRED ELEVEN MAIN L C		411 MAIN ST	CEDAR FALLS	IA	50613
891412327006	FRANKLIN STREET PROPERTY L C	415 CLAY ST	794,570	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327007	FRANKLIN STREET PROPERTY L C		46,070	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327011	FRANKLIN STREET PROPERTY L C		35,280	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412327013	FRANKLIN STREET PROPERTY L C		6,730	REDFERN, DONALD B		PO Box 627	CEDAR FALLS	IA	50613
891412329002	FREESE FRAME LLC	116 W 4TH ST	160,500	FREESE FRAME LLC		1613 GREEN CREEK RD	CEDAR FALLS	IA	50613
891412179012	GREAT WESTERN BANK	205 W 2ND ST	1,005,100	GREAT WESTERN BANK		225 S MAIN AVE	SIoux FALLS	SD	57104
891412408003	H & H ENTERPRISES LLC	602 STATE ST	255,480	H & H ENTERPRISES LLC		602 STATE ST	CEDAR FALLS	IA	50613
891412406003	HARTING,KENNETH & DEBRA TRUST	516 BLUFF ST	6,144	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412406003	HARTING,KENNETH & DEBRA TRUST	516 BLUFF ST	116,746	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412406006	HARTING,KENNETH & DEBRA TRUST		34,920	HARTING,KENNETH & DEBRA TRUST		900 ROYAL DR	CEDAR FALLS	IA	50613
891412338001	HI YIELD LLC		35,390	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412338006	HI YIELD LLC		56,380	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412338007	HI YIELD LLC	123 W 7TH ST	566,090	HI YIELD LLC		PO Box 128	CEDAR FALLS	IA	50613
891412180010	HUMBLE PROPERTIES LLC	125 MAIN ST	106,494	HUMBLE PROPERTIES LLC		125 MAIN ST	CEDAR FALLS	IA	50613
891412180010	HUMBLE PROPERTIES LLC	125 MAIN ST	197,776	HUMBLE PROPERTIES LLC		125 MAIN ST	CEDAR FALLS	IA	50613
891412251012	IBL DDT LLC	120 MAIN ST	118,537	IBL DDT LLC		PO Box 673	CEDAR FALLS	IA	50613
891412251012	IBL DDT LLC	120 MAIN ST	201,833	IBL DDT LLC		PO Box 673	CEDAR FALLS	IA	50613
891412333006	IEHL, CALVIN R	211 W 6TH ST	972,130	IEHL, CALVIN R		4219 EASTPARK RD	CEDAR FALLS	IA	50613
891412252002	JACOBS, JOHN L	109 E 2ND ST	20,459	JACOBS, JOHN L		109 E 2ND ST	CEDAR FALLS	IA	50613
891412252002	JACOBS, JOHN L	109 E 2ND ST	33,381	JACOBS, JOHN L		109 E 2ND ST	CEDAR FALLS	IA	50613
891412252009	JJ LAND L C	112 E 3RD ST	221,210	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252011	JJ LAND L C	224 MAIN ST	236,380	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252012	JJ LAND L C	222 MAIN ST	294,570	JJ LAND L C		7728 N UNION RD	JANESVILLE	IA	50647
891412252010	K GROUP L C	226 MAIN ST	258,780	K GROUP L C		2204 VALLEY PARK DR	CEDAR FALLS	IA	50613
891412332007	KEL MAR LC	521 CLAY ST	154,310	KEL MAR LC		619 E 19TH ST	CEDAR FALLS	IA	50613
891412408019	KEL MAR LC	600 STATE ST	423,090	KEL MAR LC		619 E 19TH ST	CEDAR FALLS	IA	50613
891412407003	KNUTSON, AARON M	622 MAIN ST	327,450	KNUTSON, AARON M		622 MAIN ST	CEDAR FALLS	IA	50613
891412254007	KOEPEL, ALLEN D	116 E 4TH ST	105,080	KOEPEL, ALLEN D		2501 TIMBER DR	CEDAR FALLS	IA	50613
891412188002	LAUBER, MERLYN D	301 MAIN ST	278,090	LAUBER, MERLYN D		1815 WINTER RIDGE RD	CEDAR FALLS	IA	50613
891412187002	LINCOLN SAVINGS BANK	301 WASHINGTON ST	685,000	LINCOLN SAVINGS BANK		PO Box E	REINBECK	IA	50669
891412252003	LINDERBAUM REAL ESTATE LLC	115 E 2ND ST	328,610	LINDERBAUM REAL ESTATE LLC		2725 GLEN OAKS DR	CEDAR FALLS	IA	50613
891412180001	M AND D REAL ESTATE 2 L L C	122 W 1ST ST	439,530	M AND D REAL ESTATE 2 L L C		3058 HUNTINGTON DR	DUBUQUE	IA	52001
891412180007	MAIN STREET HOTELS LC	115 MAIN ST	1,141,570	MAIN STREET HOTELS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412180008	MAIN STREET HOTELS LC	119 MAIN ST	339,730	MAIN STREET HOTELS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412184006	MAK INC	207 MAIN ST	214,730	MAK INC		20995 487TH LN	MC GREGOR	MN	55760
891412401010	MARSH, JEFFREY J	412 MAIN ST	185,720	MARSH, JEFFREY J		116 SUMMIT DR	CEDAR FALLS	IA	50613
891412187005	MERSON RENTALS LLC	320 CLAY ST	161,980	MERSON RENTALS LLC		3012 ROWND ST	CEDAR FALLS	IA	50613
891412333003	MJ THOMPSON RENTALS LLC	503 WASHINGTON ST	162,670	MJ THOMPSON RENTALS LLC		503 WASHINGTON ST	CEDAR FALLS	IA	50613
891412184008	MMC PROPERTIES LLC	213 MAIN ST	311,550	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184009	MMC PROPERTIES LLC	215 MAIN ST	375,540	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184010	MMC PROPERTIES LLC	217 MAIN ST	407,320	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184011	MMC PROPERTIES LLC	219 MAIN ST	188,681	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184011	MMC PROPERTIES LLC	219 MAIN ST	307,849	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184012	MMC PROPERTIES LLC	223 MAIN ST	153,303	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412184012	MMC PROPERTIES LLC	223 MAIN ST	250,127	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251005	MMC PROPERTIES LLC	106 MAIN ST	85,305	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251005	MMC PROPERTIES LLC	106 MAIN ST	151,655	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251008	MMC PROPERTIES LLC	112 MAIN ST	85,113	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251008	MMC PROPERTIES LLC	112 MAIN ST	158,067	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251009	MMC PROPERTIES LLC	114 MAIN ST	110,530	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412251009	MMC PROPERTIES LLC	114 MAIN ST	205,270	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412252019	MMC PROPERTIES LLC	206 MAIN ST	305,770	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412252023	MMC PROPERTIES LLC	210 MAIN ST	996,670	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613

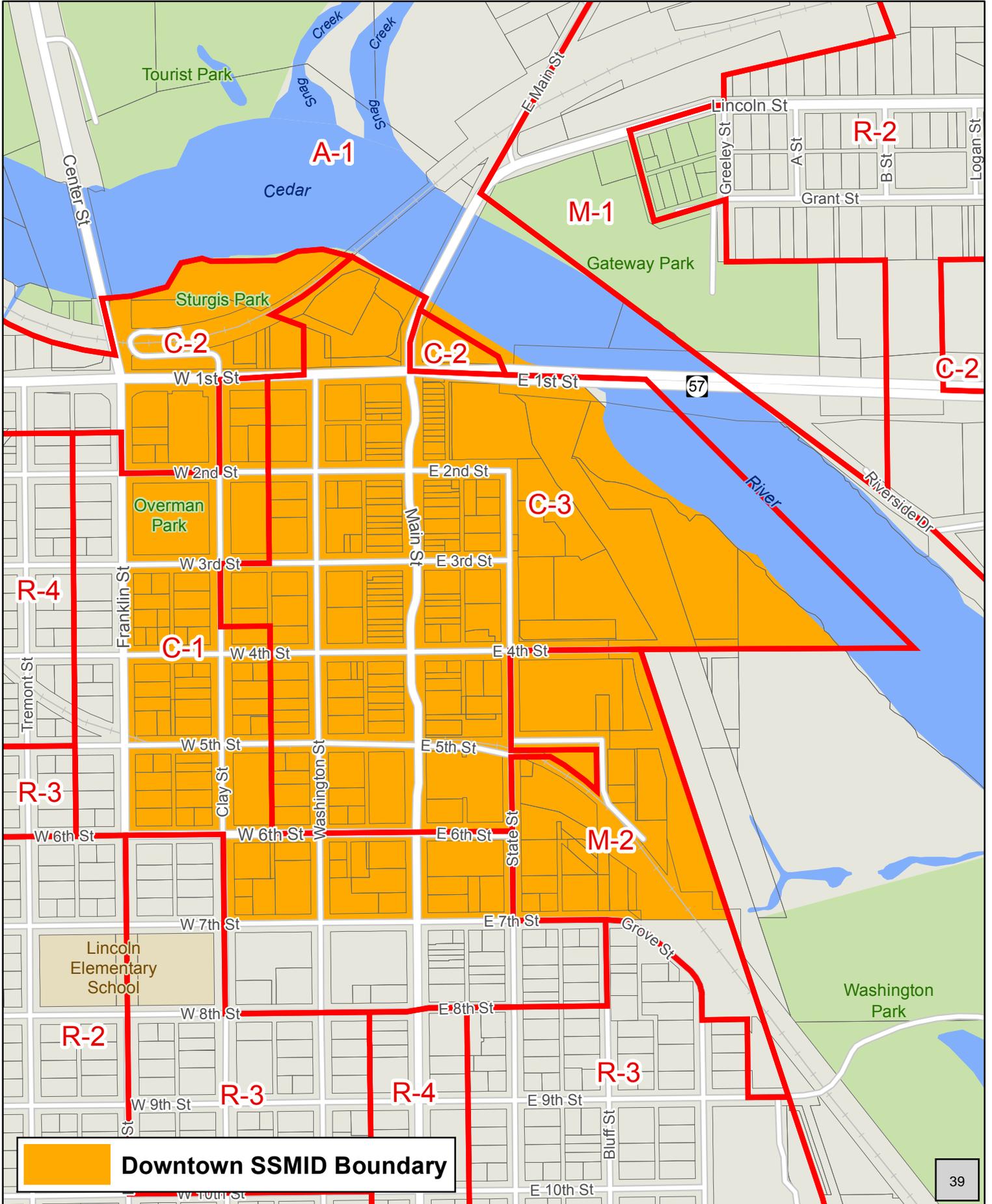
891412401003	MMC PROPERTIES LLC	115 E 4TH ST	773,490	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	
891412401005	MMC PROPERTIES LLC		109,900	MMC PROPERTIES LLC		PO Box 188	CEDAR FALLS	IA	50613
891412188008	NAB INVESTMENTS LLC	315 MAIN ST	200,391	NAB INVESTMENTS LLC		315 MAIN ST	CEDAR FALLS	IA	50613
891412188008	NAB INVESTMENTS LLC	315 MAIN ST	541,799	NAB INVESTMENTS LLC		315 MAIN ST	CEDAR FALLS	IA	50613
891412188009	NAB INVESTMENTS LLC	317 MAIN ST	102,844	NAB INVESTMENTS LLC		315 MAIN ST	CEDAR FALLS	IA	50613
891412188009	NAB INVESTMENTS LLC	317 MAIN ST	208,806	NAB INVESTMENTS LLC		315 MAIN ST	CEDAR FALLS	IA	50613
891412405002	NATVIG, CHRISTINA M	506 STATE ST	68,580	NATVIG, CHRISTINA M		5043 NORDIC RIDGE DR	CEDAR FALLS	IA	50613
891412338005	NELSON FUNERAL HOME INC	613 MAIN ST	77,339	RICHARDSON FUNERAL HOME INC		PO Box 542	CEDAR FALLS	IA	50613
891412338005	NELSON FUNERAL HOME INC	613 MAIN ST	406,031	RICHARDSON FUNERAL HOME INC		PO Box 542	CEDAR FALLS	IA	50613
891412252021	NLN INVESTMENTS LLC	203 STATE ST	387,000	NLN INVESTMENTS LLC		3903 PHEASANT DR	CEDAR FALLS	IA	50613
891412178004	OVERMAN NORTH PARTNERS LC	323 W 2ND ST	147,740	OVERMAN NORTH PARTNERS LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412337014	PANTHER BUILDERS LLC	616 CLAY ST	554,380	PANTHER BUILDERS LLC		PO Box 128	CEDAR FALLS	IA	50613
891412186001	PARK PLACE PROPERTIES	324 W 3RD ST	146,330	PARK PLACE PROPERTIES		324 W 3RD ST	CEDAR FALLS	IA	50613
891412254010	PC REAL ESTATE LLC	314 MAIN ST	550,960	PC REAL ESTATE LLC		1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412254011	PC REAL ESTATE LLC	312 MAIN ST	331,260	PC REAL ESTATE LLC		1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412254012	PC REAL ESTATE LLC	310 MAIN ST	256,400	PC REAL ESTATE LLC		1501 TECHNOLOGY PW APT 300	CEDAR FALLS	IA	50613
891412329003	PJ 42 LLC	114 W 4TH ST	70,098	PJ 42 LLC		103 E STATE ST APT 300	MASON CITY	IA	50401
891412329003	PJ 42 LLC	114 W 4TH ST	163,562	PJ 42 LLC		103 E STATE ST APT 300	MASON CITY	IA	50401
891412184016	PRESTIGE WW LLC	205 MAIN ST	492,830	PRESTIGE WW LLC		1304 WASHINGTON ST	CEDAR FALLS	IA	50613
891412334006	RASMUSSEN CHEVROLET CO INC		30,550	RASMUSSEN CHEVROLET CO INC		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412334007	RASMUSSEN CHEVROLET CO INC		36,310	RASMUSSEN CHEVROLET CO INC		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412334010	RASMUSSEN CHEVROLET CO INC	508 WASHINGTON ST	522,920	RASMUSSEN CHEVROLET CO INC		9716 UNIVERSITY AVE	CEDAR FALLS	IA	50613
891412338008	RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	25,219	RICHARDSON FUNERAL HOME INC		PO Box 542	CEDAR FALLS	IA	50613
891412338008	RICHARDSON FUNERAL HOME INC	616 WASHINGTON ST	36,291	RICHARDSON FUNERAL HOME INC		PO Box 542	CEDAR FALLS	IA	50613
891412338009	RICHARDSON FUNERAL HOME INC		53,840	RICHARDSON FUNERAL HOME INC		PO Box 542	CEDAR FALLS	IA	50613
891412401015	RICKARD, CLARK J	415 STATE ST	457,860	RICKARD, CLARK J		903 MAIN ST	CEDAR FALLS	IA	50613
891412401016	RICKARD, CLARK J		25,730	RICKARD, CLARK J		903 MAIN ST	CEDAR FALLS	IA	50613
891412179013	RICKARD, KURT D	110 CLAY ST	185,410	RICKARD, KURT D		223 W 2ND ST	CEDAR FALLS	IA	50613
891412254001	RIVER PLACE PROPERTIES II LC	302 MAIN ST	204,820	RIVER PLACE PROPERTIES II LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254002	RIVER PLACE PROPERTIES II LC	123 E 3RD ST	69,980	RIVER PLACE PROPERTIES II LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412253046	RIVER PLACE PROPERTIES LC		166,060	STATE STREET MIXED USE LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254009	SC AND B PROPERTIES LLC	318 MAIN ST	110,026	SC AND B PROPERTIES LLC		318 MAIN ST	CEDAR FALLS	IA	50613
891412254009	SC AND B PROPERTIES LLC	318 MAIN ST	233,804	SC AND B PROPERTIES LLC		318 MAIN ST	CEDAR FALLS	IA	50613
891412188010	SCHILLING, TIMOTHY	319 MAIN ST	217,040	SCHILLING, TIMOTHY		319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412188011	SCHILLING, TIMOTHY	321 MAIN ST	251,080	SCHILLING, TIMOTHY		319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412188012	SCHILLING, TIMOTHY	323 MAIN ST	311,090	SCHILLING, TIMOTHY		319 1/2 MAIN ST	CEDAR FALLS	IA	50613
891412180004	SHIMEK, ANDREW	109 MAIN ST	132,790	SHIMEK, ANDREW		827 COMMERCIAL ST	WATERLOO	IA	50702
891412251004	SHIMEK, ANDREW D	104 MAIN ST	120,309	SHIMEK, ANDREW D		827 COMMERCIAL ST	WATERLOO	IA	50702
891412251004	SHIMEK, ANDREW D	104 MAIN ST	166,141	SHIMEK, ANDREW D		827 COMMERCIAL ST	WATERLOO	IA	50702
891412180003	SHIMEK, ROBERTA M	107 MAIN ST	101,892	SHIMEK, ROBERTA M		1504 HAMMOND AVE	WATERLOO	IA	50702
891412180003	SHIMEK, ROBERTA M	107 MAIN ST	189,228	SHIMEK, ROBERTA M		1504 HAMMOND AVE	WATERLOO	IA	50702
891412251014	SIMPLE AS 128 LLC	128 MAIN ST	98,940	SIMPLE AS 128 LLC		205 E 18TH ST	CEDAR FALLS	IA	50613
891412251014	SIMPLE AS 128 LLC	128 MAIN ST	281,600	SIMPLE AS 128 LLC		205 E 18TH ST	CEDAR FALLS	IA	50613
891412329004	SKYVIEW LC	401 MAIN ST	1,425,000	SKYVIEW LC		808 DEARBORN AVE	WATERLOO	IA	50703
891412183003	SPINVESTMENTS LLC	201 WASHINGTON ST	652,640	SPINVESTMENTS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412184001	SPINVESTMENTS LLC		63,370	SPINVESTMENTS LLC		201 WASHINGTON ST	CEDAR FALLS	IA	50613
891412328003	SRE HOLDINGS LLC	403 WASHINGTON ST	217,390	SRE HOLDINGS LLC		2110 FLYNN DR	CEDAR FALLS	IA	50613
891412253099	STATE STREET MIXED USE II LC	100 E 2ND ST	3,416,139	STATE STREET MIXED USE II LC		200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253099	STATE STREET MIXED USE II LC	100 E 2ND ST	4,010,251	STATE STREET MIXED USE II LC		200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253047	STATE STREET MIXED USE LC	200 STATE ST	3,053,235	STATE STREET MIXED USE LC		200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253047	STATE STREET MIXED USE LC	200 STATE ST	3,885,935	STATE STREET MIXED USE LC		200 STATE ST 200-Z	CEDAR FALLS	IA	50613
891412253092	STATE STREET RESIDENCES LC		464,350	STATE STREET RESIDENCES LC		200 STATE ST APT 202-Z	CEDAR FALLS	IA	50613
891412254013	STONE AND TERRACE LLC		97,190	STONE AND TERRACE LLC		2110 FLYNN DR	CEDAR FALLS	IA	50613
891412254014	STONE AND TERRACE LLC	108 E 4TH ST	277,900	STONE AND TERRACE LLC		2110 FLYNN DR	CEDAR FALLS	IA	50613
891412184007	STRICKLER PROPERTIES LC	209 MAIN ST	389,230	STRICKLER PROPERTIES LC	ATTN: DAVID STRICKLER	209 MAIN ST	CEDAR FALLS	IA	50613
891412329005	T AND T RENTALS L C	407 MAIN ST	488,640	T AND T RENTAL L C		409 MAIN ST	CEDAR FALLS	IA	50613
891412329006	T AND T RENTALS L C	409 MAIN ST	382,140	T AND T RENTALS L C		409 MAIN ST	CEDAR FALLS	IA	50613
891412329012	T AND T RENTALS L C	421 MAIN ST	590,640	T AND T RENTALS L C		409 MAIN ST	CEDAR FALLS	IA	50613
891412329017	T AND T RENTALS L C	419 MAIN ST	1,145,600	T AND T RENTALS L C		409 MAIN ST	CEDAR FALLS	IA	50613
891412252001	THODES INC	202 MAIN ST	26,239	THODES INC		202 MAIN ST	CEDAR FALLS	IA	50613
891412252001	THODES INC	202 MAIN ST	212,301	THODES INC		202 MAIN ST	CEDAR FALLS	IA	50613
891412188005	TTDAVIS HOLDINGS LLC	307 MAIN ST	305,320	TTDAVIS HOLDINGS LLC		5421 HEDGEWOOD CIR	CEDAR FALLS	IA	50613
891412327002	TURCOTTE INSURANCE & INVESTMENTS		12,880	TURCOTTE INSURANCE & INVESTMENTS		302 W 4TH ST	CEDAR FALLS	IA	50613

Item 4.

891412327003	TURCOTTE INSURANCE & INVESTMENTS	302 W 4TH ST	133,300	TURCOTTE INSURANCE & INVESTMENTS		302 W 4TH ST	CEDAR FALLS	IA	
891412406011	U S CELLULAR OPER CO OF WATERLOO		92,780	DUFF AND PHELPS		PO BOX 2549	ADDISON	TX	75001
891412187004	VAR MIL INC	323 WASHINGTON ST	272,290	VAR MIL INC		216 W 11TH ST	WATERLOO	IA	50702
891412180009	VERA JAMES LLC	123 MAIN ST	138,115	VERA JAMES LLC		1819 PINEHURST LN	WATERLOO	IA	50701
891412180009	VERA JAMES LLC	123 MAIN ST	225,345	VERA JAMES LLC		1819 PINEHURST LN	WATERLOO	IA	50701
891412253015	VIKING PUMP INC		53,670	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412402006	VIKING PUMP INC	406 STATE ST	1,215,600	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412408017	VIKING PUMP INC		600	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412408020	VIKING PUMP INC	222 E 7TH ST	244,700	VIKING PUMP INC		406 STATE ST	CEDAR FALLS	IA	50613
891412406004	WILLHITE, BECKY J TRUST		620	WILLHITE, BECKY J TRUST		2022 W 18TH ST APT 2	CEDAR FALLS	IA	50613
891412406009	WILLHITE, BECKY J TRUST	508 BLUFF ST	113,370	WILLHITE, BECKY J TRUST		2022 W 18TH ST APT 2	CEDAR FALLS	IA	50613
		99 TOTAL PROPERTY OWNERS	80,281,290	TOTAL ASSESSED VALUE					
		47 SIGNATURES	49,173,570						
		47.47% REPRESENTS	61.25%						
		OF TOTAL NUMBER OF OWNERS		OF TOTAL ASSESSED VALUE					

# Downtown Self Supporting Municipal Improvement District (SSMID)

Item 4.



RE: 516 Bluff Street

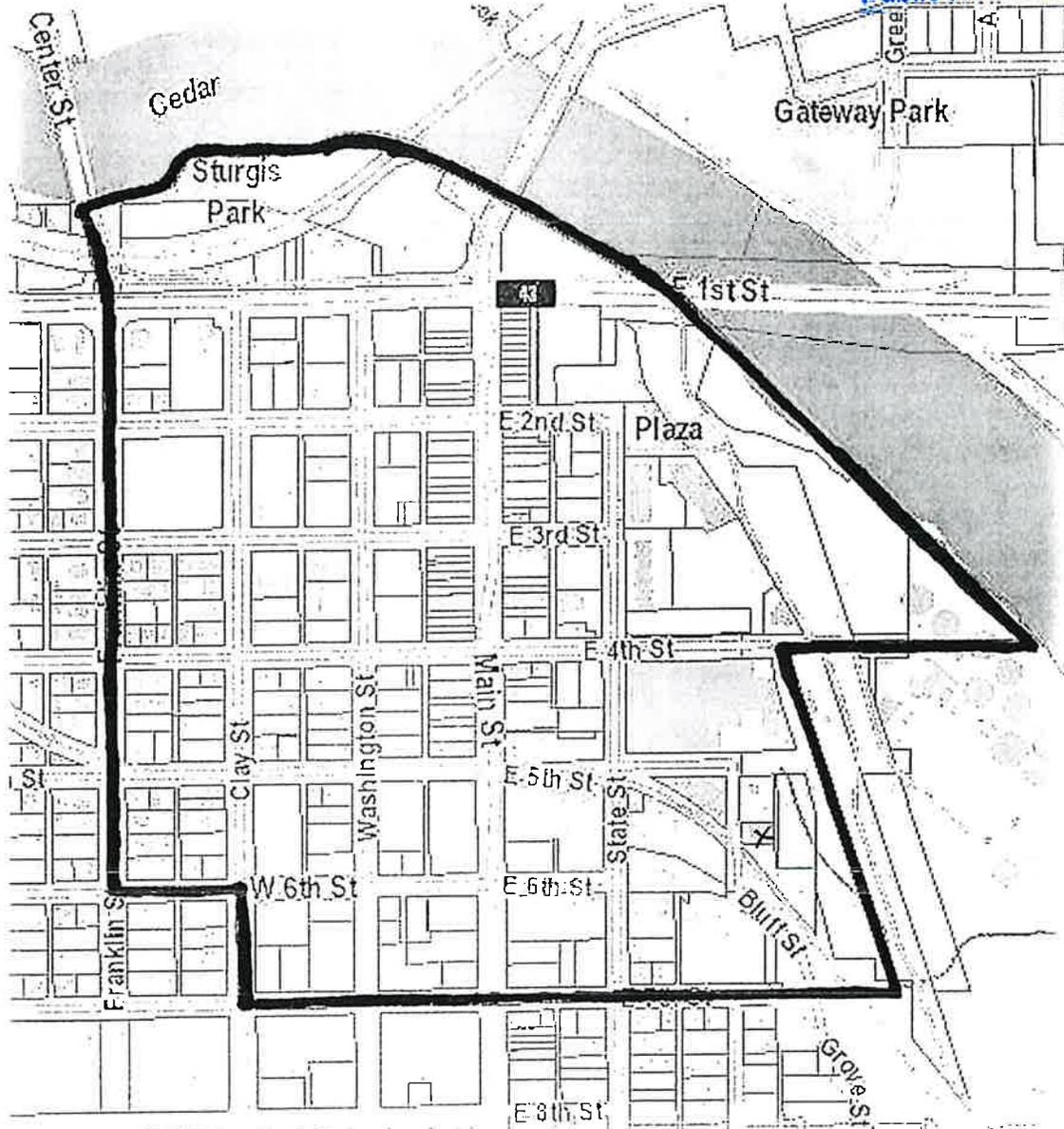
Downtown Self-Supporting Municipal Improvement District (SSMID)

RECEIVED

Boundaries (2022-2027)

NOV 19 2021

Public Records Division



according to the Cedar full St. Sept. we didn't exist. When they  
 paved Bluff St. they stopped at our property line. So take  
 us off your Special Tax for downtown. Have any questions  
 call me @ 319-243-0862

*Robert Hanley*

Prepared by: Jacqueline Danielsen, MMC, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

## **ORDINANCE NO. 3002**

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

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

*Section 1.* Division 2, Downtown Cedar Falls Self-Supported Municipal Improvement District, of Article X, Municipal Improvement Districts, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Division 2, Downtown Cedar Falls Self-Supported Municipal Improvement District, is enacted in lieu thereof:

### **DIVISION 2. DOWNTOWN CEDAR FALLS SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT**

#### **Section 2-1053. Created; purpose.**

There is hereby created in the city a self-supported municipal improvement district as defined in Chapter 386 of the 2021 Code of Iowa (referred to in this Article as "the Act"), the name of which district shall be the "Downtown Cedar Falls Self-Supported Municipal Improvement District" (sometimes referred to in this article as the "district"), the purposes of which district are the undertaking of actions and the design and construction of any and all improvements authorized by the Act, and the performance of administration, redevelopment and revitalization of the district, as authorized by the Act.

#### **Section 2-1054. Boundaries.**

The district shall include all property within the following described boundaries:

That part of Section 12, Township 89 North, Range 14 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County Iowa described as beginning on the centerline of Franklin Street at its intersection with the southerly bank of the Cedar River; thence southerly along said centerline of Franklin Street to the centerline of 6th Street; thence easterly along said centerline of 6th Street to the centerline of Clay Street; thence southerly along said centerline of Clay Street to the centerline of 7th Street; thence easterly along said centerline of 7th Street to the former

westerly right of way line of the former Chicago and North Western Transportation Company; thence northerly along said former westerly right of way line to the centerline of 4th Street; thence easterly along said centerline of 4th Street to the westerly bank of the Cedar River; thence northerly and westerly along the westerly and southerly bank of the Cedar River to the point of beginning.

**Section 2-1055. Benefit determined.**

It is found and determined that the owners of all of the property within the district have a present and potential benefit from the condition, development and maintenance of the district and that all of the property within the district is related by virtue of its location within the district.

**Section 2-1056. Operation fund created; purpose.**

Pursuant to the provisions of Iowa Code 386.8, there is established and created a self-supported improvement district operation fund, which shall be known as the "Downtown Cedar Falls Self-Supported Municipal Improvement District Operation Fund" (and which is referred to in this Article as the "operation fund"), for which operation fund the city may certify taxes (the "operation tax") each year commencing with the levy of taxes for collection in the fiscal year beginning July 1, 2022, and continuing through the fiscal year ending June 30, 2027, for the purpose of paying such expenses of the district as are authorized by the Act, including, but not limited to, the administrative expenses of the district and part or all of the maintenance expenses of improvements or self-liquidating improvements, as defined by the Act, for a period of five years.

**Section 2-1057. Operation Tax.**

The operation tax levied in any one year, as provided in section 2-1056, shall be at a rate not to exceed five dollars and eighty-three cents (\$5.83) per one thousand dollars (\$1,000.00) of taxable value of the property within the district.

**Section 2-1058. Copies on file.**

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

INTRODUCED: \_\_\_\_\_ December 6, 2021

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ December 6, 2021

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_ December 20, 2021

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

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

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

ATTEST:

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



ROBERT M. GREEN

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

**MEMORANDUM**  
Office of the Mayor

  
**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** December 28, 2021  
**SUBJECT:** Designation of Mayor Pro Tem for CY2022  
**REF:** (a) Iowa Code 372.14: *The mayor – the mayor pro tem*  
(b) Code of Ordinances, City of Cedar Falls §2-1879(b)(9)  
(c) City Multi-Hazard Emergency Operations Plan dated September 2021

1. In accordance with references (a) and (b), I hereby designate Council Member Simon Harding to continue as mayor pro tem for CY2022.
2. As mayor pro tem, Councilor Harding shall be the vice president of the council as specified in reference (a), and shall perform the duties of the mayor in cases of my absence or inability, with the exception of actions as described in reference (b).
3. Additionally, as mayor pro tem, Councilor Harding shall work to gain familiarity with the requirements of the city's Emergency Operations Plan (reference (c)) in order to effectively serve as the city's chief executive as next in the line of succession.

XC: City Administrator

###



ROBERT M. GREEN

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

**MEMORANDUM**  
Office of the Mayor

**FROM:** Mayor Robert M. Green  
**TO:** City Council  
**DATE:** December 12, 2021  
**SUBJECT:** CY2022 Appointment of Standing Committees  
**REF:** (a) Code of Ordinances, City of Cedar Falls, Iowa §2-68  
(b) Robert’s Rules of Order, Newly Revised  
(c) Cedar Falls Administrative Rule #7

1. In accordance with reference (a), I hereby appoint the following standing committees of the Cedar Falls City Council for CY2022:
  - a. **Administration Committee:** Kelly Dunn, Susan deBuhr, Dustin Ganfield, Simon Harding, Daryl Kruse, Gil Schultz, Dave Sires.
  - b. **Community Relations and Planning Committee:** Dustin Ganfield, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Gil Schultz, Dave Sires.
  - c. **Public Works:** Gil Schultz, Susan deBuhr, Kelly Dunn, Dustin Ganfield, Simon Harding, Daryl Kruse, Dave Sires.
2. As required by reference (a), the first person named on each committee shall be the chair of that committee.
3. Standing Committees shall be guided by references (a) through (c) in the proper conduct of committee deliberations and actions under parliamentary procedure.

Xc: City Administrator  
City Clerk

###



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** December 28, 2021

**SUBJECT:** Annual Council Appointments to City Appeals Boards for CY 2022

- REF:**
- (a) Code of Ordinances, City of Cedar Falls §7-20(11): Board of Appeals
  - (b) Code of Ordinances, City of Cedar Falls §7-50(g): Board of Electrical Appeals
  - (c) Code of Ordinances, City of Cedar Falls §7-414(11): Board of Mechanical Appeals
  - (d) Code of Ordinances, City of Cedar Falls §7-170(8): Board of Plumbing Appeals
  - (e) Iowa Code §69.16A: Gender balance

1. City code requires or allows in references (a) through (d) that a City Council member be appointed annually to each of the city’s four appeals boards. I am appointing the following members to these boards for terms expiring December 31, 2022.

- **Board of Appeals:** Council Member Daryl Kruse (Ward 3)
- **Board of Electrical Appeals:** Council Member Susan deBuhr (Ward 2)
- **Board of Mechanical Appeals:** Council Member Susan deBuhr (Ward 2)
- **Board of Plumbing Appeals:** Council Member Susan deBuhr (Ward 2)

2. These council member appointments have been made in accordance with the gender balance requirements of reference (e). I will continue to actively seek out and recruit qualified female citizen applicants for our boards and commissions in 2022, though the technical/professional nature of appeals board qualifications makes this a continual challenge.

Xc: City Administrator  
City Clerk  
Director, Community Development

###



**MAYOR ROBERT M. GREEN**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
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PHONE 319-273-8600  
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www.cedarfalls.com

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** December 28, 2021

**SUBJECT:** Art and Culture Board – Member Appointment

**REF:** Code of Ordinances, City of Cedar Falls §17-133: Art and Culture Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby appoint the following individual to the Art and Culture Board:
  - Mr. Peter Berendzen – Filling vacancy of a term ending 7/1/2024
2. The Selection Panel for this appointment was Council Member Frank Darrah (Chair of the Community Relations & Planning Committee), Kate Brennan Hall (President of the Art & Culture Board) and Kendra Wohlert (Vice President), with Heather Skeens as staff liaison.
3. Please contact me if you have any questions about the above appointment.

Encl: (1) Mr. Peter Berendzen General Application and Candidate Questionnaire

xc: City Administrator  
Director of Community Development  
Visitors, Tourism and Cultural Programs Manager

###

###



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Peter B Berendzen Gender: M Date: 9/10/2021  
First MI Last

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work Address: Dept. of Biology, UNI Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: UNI Position/Occupation: Professor of Biology

If Cedar Falls resident, length of residency: 16 years City Ward: \_\_\_\_\_  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

**COMMUNITY INVOLVEMENT:** Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

I have provided materials and assisted with the Hartman Reserve youth summer programming. I have also connected The Student Nature Society, a student group at UNI, with the reserve to help out with activities including trail maintenance and the Halloween hike. I was awarded volunteer of the year in natural resources in 2016. Over the last four years I have volunteered as a coach for the Cedar Falls Soccer Rec league and I am currently on the board. I have also helped the Hearst Center with youth summer programming

**QUALIFICATIONS:** Please list any special qualifications for board service, including skills, training and certifications.

I have extensive experience in designing and running summer youth programs and in continuing education. In my job, I have served on numerous committees for the University of Northern Iowa at the university, college and departmental level. These include serving as chair of several highering committees. In my research at UNI, I frequently do projects with the Iowa Department of Natural History. In 2009-2011 I served on the Olsen amendment group on the impacts of climate change in Iowa for the Iowa Office of Energy Independence

**MOTIVATION:** Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

I believe it is important to be an active and engaged citizen in your community. Volunteering on boards and commissions is a great way to give back to the community. I am particularly interested in serving on the Art and Culture Board. Recently I have collaborated with the Hearst Center for the Arts to develop a youth summer camp on science and art. I love art and believe there is a connection between science and art. They are both deeply creative processes and there is an inherent relationship between nature and art.

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

None



# ART AND CULTURE BOARD CANDIDATE QUESTIONNAIRE

Item 7.

Name: **Peter Berendzen**

Date: **10/27/21**

Can you attend board meetings which occur the 4<sup>th</sup> Wednesday of the month at 5pm at the Hearst Center?  Yes  No

**1. What is your interest and background in the Arts and in cultural outreach?**

I am a biologist and my research focuses on the relationships between organisms and their environment. I did my Master's degree at the University of Kansas Biodiversity Institute and Natural History Museum and my PhD at the University of Minnesota Bell Museum of Natural History. Often people think that science and art are very separate and different things, with science being objective and art being subjective. However, I don't think this is true. I believe there is a connection and inherent relationship between the two disciplines. Both are deeply creative processes. Art frequently draws from science and nature and science from art. In many ways I think that both are seeking to understand the world around us. Natural history museums are a perfect example of this connection. In addition, some of our greatest scientists, like Da Vinci, were also some of our greatest artists. I would like to offer this perspective on the board.

**2. What experiences have you had with the Hearst Center's facilities and programs?**

I have collaborated with Hearst Center in the development of youth programs on science and art. Also, my kids have attended many of the center's workshops and camps. I live very near the center and it is a very important part of our local community. We frequently walk through the gardens.

**3. Why are you interested in serving on the Art and Culture Board?**

I greatly value public art and cultural activities in our community. It is one the aspects that makes Cedar Falls a great place to live. I would to be a part of this and offer my perspective.

**4. What believe your role would be on this advisory board?**

As I outlined above, I believe I can offer a unique perspective to board.

**5. What changes would you like to see in the Hearst Center, and in the Cultural Arts Division overall?**

At this point, I don't see any broad overall changes that are needed. I would like to help the Hearst develop more programs, summer camps and workshops for the community. I have extensive experience in designing and running summer youth programs and continuing education.

**6. Fundraising for facilities, projects and endowments is critical for this Board; what is your experience and interest in fundraising activities?**

I have extensive experience writing grants in my profession and I have been very successful in receiving this funding. I can offer this experience to the board.

---

**Please send this completed Candidate Questionnaire by the published deadline to:**

City of Cedar Falls, Boards & Commissions, 220 Clay Street, Cedar Falls, IA 50613, fax to (319) 268-5126, or e-mail to [boards@cedarfalls.com](mailto:boards@cedarfalls.com). You will be notified shortly if selected as a Finalist for the appointment.



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8600  
FAX 319-268-5126  
www.cedarfalls.com

**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** December 27, 2021  
**SUBJECT:** Departmental Monthly Reports Submission – November 2021

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



November 2021

**NOVEMBER 2021 MONTHLY REPORTS**  
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**Finance & Business Operations  
Financial Services  
November 2021**

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Clerk and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$47,136,370 invested in CD's and \$42,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	1	\$4,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$24,095.95

**FY22 Capital Improvements Plan**

All departments submitted their FY2022-2027 Capital Improvement Plan (CIP) requests. The CIP will be presented to the Committee of the Whole and the public hearing set in December with formal approval occurring in January.

**FY23 Budget**

The FY23 budget process was started in November. All departments submitted their budget requests. The budgets will be compiled in December and January and revenue projections will also be completed at that time.

**TIF & Urban Renewal Reporting**

Certifications for the five active TIF districts were filed with Black Hawk County prior to the December 1<sup>st</sup> deadline. The annual Urban Renewal Report was also filed with the Iowa Department of Management before the December 1<sup>st</sup> deadline.

**Miscellaneous Financial Activities**

For November, 35 payroll checks and 680 direct deposits were processed. Accounts receivable were processed and 172 invoices were mailed out to customers. 1,495 transactions for accounts payable were processed and approved by the City Council for payment and 476 checks were mailed out to vendors.

**Benefit & Compensation Activities**

1. Cafeteria benefit plan enrollment materials were assembled and distributed for the plan year beginning January 1, 2021. Enrollment materials were due back November 24. Staff will enter employee elections into the payroll system and upload to iSolved Benefit Services.
2. Cafeteria participation information was assembled by City staff and forwarded to iSolved Benefit Services for non-discrimination testing of the City's flexible spending and HRA plans. The City passed the testing for both plans.
3. HR staff had a zoom call with Rx Benefits and Holmes Murphy & Associates to discuss the marketing of the City's prescription drug plan.

## FINANCE &amp; BUSINESS OPERATIONS

**HUMAN RESOURCES**  
**November 2021**

**SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Risk Management Committee meetings held November 3<sup>rd</sup> and 17<sup>th</sup>
- Regular review of COVID guidelines
- Reviewed four contracts/agreements for required insurance
- Review and follow-up of two public events permits
- Implementation continued with One Source The Background Company for employment and tenant background reports for HR and Section 8.
- Recruitment/Employment tasks related to:
  - FT positions: Administrative Supervisor, Code Enforcement Officer, Public Safety Officer, and Public Safety Supervisor (Captain & Lieutenant)
  - PT positions: Community Service Officer, Facility Assistant (Community Center), Laborer, Library Assistant, Library Intern, Maintenance Worker, Office Assistant (Tourism), and contracted Custodians
  - Seasonal/Special Purpose/Misc. positions for City Administration, Community Development, Public Safety, and Public Works departments (Public Admin. And Public Safety Interns, Hearst Youth Instructor, Rec. Program & Childcare staff, Rec. Front Desk Receptionist, Police Reserve, Paid On-Call Reserve, and Seasonal Laborers)

**CIVIL SERVICE COMMISSION**

- Preparations and follow up related to the November 3<sup>rd</sup> meeting was completed
- A Public Safety Officer list was certified
- The Administrative Supervisor testing process and documents were approved

**HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the November 8<sup>th</sup> meeting took place

## Finance and Business Operations Information Systems Division Monthly Report November 2021

### Summary of projects, training and staff activities

- Work on the new dispatch software continues, training was attended
- We continue work on the new document management software, the migration out of the old system is complete and we are currently moving documents into the new system. Integrated with iseries Financial Screens looking up Invoices have been implemented. We met with a business analyst to digitize our invoice approval process.
- We continue to work with the Davenport group to migrate Firehouse data into the LAMA database for rental and commercial inspections. This will allow workflow and easier communication between the inspectors and other departments.
- A Credit Card Data security training was implemented for those users that handle credit card data.
- Public Works is installing new security cameras and staff ran new cabling to prepare for the network for the cameras. IT Met with the vendor to do a final run through on the camera locations.
- We met with 2 UNI I.T. employees at Public Safety, to check out our Avigilon camera system.
- City Hall Relocation project was started with acquiring hardware for community center and the Parks Building, and disposing of old software and back up tapes.

### Software Purchase/Installation/Upgrade Activities

- 43 software installations for 9 different departments
- Installed 3 new software for 2 departments

### Equipment Purchase/Installation/Upgrade Activities/Repairs

- 18 new pieces of equipment purchased for 3 different departments and inventory.
- 3 new equipment installations for 3 different departments.

### Problem Resolution Activities & Assistance Activities

- 71 problem resolution or assistant activities took place for 13 different departments.

### Graphic Design Activities

- **Hearst Center:** Hearst brochure, miscellaneous postcards/posters/fliers, graphics assistance
- **Tourism:** Tour of Lights promo, miscellaneous changes to old files, dining brochure
- **Recreation Center:** Camp Cedar Falls logo, miscellaneous class fliers, camp t-shirt graphic
- **Other:** website and social media maintenance/graphics, business cards, promotional/communications graphics, laminating, misc., press releases, wellness committee graphic, HPC scavenger hunt, Currents

### Channel 15 Programming Activities

- Cable TV Summary of projects
  - This month we produced 5 public meetings, 4 high school sports productions, 6 new Sports Talk shows and 2 UNI Athletics events.
  - Aired 4 new Panther Sports Talk show and 4 University of Iowa "The Heartland" show.
  - Updated & added Community Calendar events to the Channel 15 Announcement
  - Continued weekly encoding and programming of church services for Public Access.

- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
- Drone flights included:
  - New Cedar Falls High School Construction
- Facility Upgrades
  - Continued with audio upgrades at the Community Center. Currently working to finish the new speaker installation. Made really good progress installing 16 new speakers in the Community Center and worked to re-wire speakers to get them working in zones.

#### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Worked with EMA, county and vendor staff to begin building new dispatch system
  - Worked with Admin and county staff to discuss upcoming redistricting process
  - Worked with county, Waterloo and vendor staff to finalize 2022 aerial photo project
  - Worked with V&T staff to build a web application for the annual tour of lights
  - Worked with Planning staff to build a web application to review items in the downtown character district
  - Worked with ED staff to update plan for industrial park expansion
  - Worked with Parks staff to provide a list of private tree mailings
  - Completed 2 web and database projects for 2 different departments
  - Completed 5 different data requests for 4 different entities.
  - Provided 14 new maps for 6 different departments.
  - Attended training for redistricting process from the SOS
  - Created 10 new addresses.
- Provided 10 new maps for 4 different departments.
- Attended training for redistricting process from the SOS
- Attended training for processing LiDAR to create 3D scenes
- Created 14 new addresses.

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
November 2021**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:**

**Traffic Court:**

City Cases Filed:        85     (this number includes both City and State tickets)

Cases Set:        5 (Traffic)    0 (Code Enforcement)

Trials Held:    0 (Traffic)    0 (Code Enforcement)

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, Revise and Advise on 3 agreements
- Draft bond ordinance amendments
- Work on revised job classifications – public safety
- Cemetery interment project
- Monitor status of COVID-19 vaccination regulations

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
NOVEMBER 2021**

**Public Records Activity**

Staff prepared agendas, minutes and electronic packets for two Regular City Council meetings and one Council Committee of the Whole meeting, one Planning & Zoning Commission meeting and one Technical Review meeting. Meeting follow-up communications, minutes and legal documents were drafted, processed and filed.

Licenses / Permits Processed & Issued

- 37 Pet licenses
- 1 Paw Park permits
- 1 Mobile Merchant license
- 0 Public Event permits
- 8 Liquor licenses and beer/wine permits

Responded to three (3) requests for public records.

Staff has been attending in-house planning and training sessions for the implementation of a new financial system.

Staff has been cleaning out and imaging files in preparation of the City Hall Remodel project.

Assisted citizens and election officials with voter registration and polling locations for the November 2, 2021 Municipal Election and the November 30, 2021 Municipal Runoff Election.

The unemployment rates for the month of October 2021 were 2.9% for the Waterloo-Cedar Falls Metropolitan Area, 3.9% in Iowa, and 4.3% in the U.S.

**Parking Activity**

Met with Iowa City staff to discuss parking facilities.

Enforcement

- 931 Parking citations issued.
- \$10,903.00 Citations paid.

Collection Efforts

- \$ 5,565.00 Collections from delinquent parking accounts.
- \$ 1,100.00 Vehicle immobilizations (221 vehicles).

Permits

- \$ 2,195.00 Parking permits issued (63).

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
NOVEMBER 2021**

**Library Activity**

<b>Usage Statistics</b>	<b>September 2021</b>	<b>October 2021</b>	<b>October 2020</b>
<b>Customer Count</b>	9,761	10,818	4,688
<b>Circulation</b>	31,037	31,042	27,614
<b>Event Attendance</b>	906	1,640	2,110

Special events in November included the following:

- NaNoWriMo: Several writing events were held for National Novel Writing Month.
- Island of Misfit Toys: A workshop for youth and teens to turn used toys into new mash-up creations.
- Fairy Tale Engineering: A STEAM challenge for children to design a bridge to support the troll and the largest goal from the Three Bill Goats Gruff.

**Community Center Activity**

Programs at the Community Center included cards, billiards, senior fitness classes, line dancing, and Walking Wednesdays walking club. Rentals in November included a stamp club, a family party, and a band.

City of Cedar Falls  
 Development Services  
 Inspection Services Division  
 Monthly Report for:

Total for Month \$2,820,834.00  
 Total for Fiscal Year \$22,563,531.00  
 Total Same Month - LAST YEAR \$3,467,017.00  
 Total for Fiscal Year - LAST YEAR \$53,789,530.00

Nov-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	3	0	\$924,702.00	\$7,049.20	28	0	\$8,858,091.00	\$64,956.40
Multi-Family New Construction								
Res Additions and Alterations	55	0	\$664,279.00	\$10,597.25	339	0	\$4,506,379.00	\$71,483.25
Res Garages	3	0	\$79,500.00	\$1,095.00	30	0	\$642,689.00	\$9,156.00
Commercial/Industrial New Construction								
Commercial/Industrial Additions and Alterations	6	0	\$1,150,453.00	\$8,552.00	41	0	\$3,400,000.00	\$19,031.50
Commercial/Industrial Garages								
Churches	1	0	\$1,900.00	\$68.00	1	0	\$1,900.00	\$68.00
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	5	0	\$0.00	\$4,997.00	28	0	\$0.00	\$29,591.00
<b>Total</b>	<b>73</b>	<b>0</b>	<b>\$2,820,834.00</b>	<b>\$32,358.45</b>	<b>470</b>	<b>0</b>	<b>\$22,563,531.00</b>	<b>\$234,808.10</b>

City of Cedar Falls  
 Development Services  
 Inspection Services Division  
 Monthly Report for:

Nov-21

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	38	0	\$0.00	\$3,410.40	226	0	\$0.00	\$20,119.70
Mechanical	86	0	\$0.00	\$7,163.00	403	0	\$0.00	\$34,119.00
Plumbing	69	0	\$0.00	\$4,133.50	310	0	\$0.00	\$23,285.50
Refrigeration					4	0	\$0.00	\$590.00
<b>Total</b>	193			\$14,706.90	943			\$78,114.20

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					4	0	\$0.00	\$600.00
Mechanical					2	0	\$0.00	\$300.00
Plumbing					1	0	\$0.00	\$150.00
Refrigeration								
<b>Total</b>	0			\$0.00	7			\$1,050.00
<b>Building Totals</b>	73	0	\$2,820,834.00	\$32,358.45	470	0	\$22,563,531.00	\$234,808.10

<b>Grand Total</b>	266	0	\$2,820,834.00	\$47,065.35	1420	0	\$22,563,531.00	\$313,972.30
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Item 8.

**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
November 2021**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on November 10, 2021

<b>November 10, 2021 Meeting</b>			
<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
Owner/Applicant: LG Companies, LLC(contract buyer)	Preliminary & Final Plat for Creekside Luxury Condos (PP21-005 & FP21-002)	Approval	Approved
Owner/Applicant: LG Companies, LLC(contract buyer)	RP District Site Plan – Creekside Luxury Condos (SP21-010)	Approval	Approved

**Group Rental Committee** – Meetings were held on November 2, and November 16, 2021.

<b>Address</b>	<b>Unit</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
1927 Clay Street	1	Brandon Ballenger/ K & B Property Rental LLC	4/ unit	4/unit	11/2/2021	
2004 Franklin	1	Eric Myszua	3/unit	3/unit	11/16/2021	
1309 Tremont St	1	Ryan Case	4/unit	Pending information for review	11/16/2021	
1412 Rainbow St	1	Bryce Steiert	3/unit	Pending information for review	11/16/2021	

**Board of Rental Housing Appeals** – No regular meeting was held in November, 2021.

**Board of Adjustment** – No regular meeting held for November.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	<b>Date</b>	<b>Notes/Actions</b>
Bicycle and Pedestrian Advisory Committee	11/2/2021	The Chair recapped the snow removal discussion for those that weren't present in October. The Committee will report deficiencies through the snow season. The conflict point at Waterloo Road and Utility Parkway was discussed. Engineering staff is looking into a solution and will present options at the next Bike Ped meeting. Committee membership has dropped off (with resignations). Since there is no official process for appointment, we'll have an opt-in

for the new year and reduce the size of the committee to only those that intend to participate. The Chair will be putting together the committee's annual report for the committee to review in the December meeting and vote on in January.

College Hill Partnership	11/08/2021	Discussed Seerley Park improvements. Feedback on public parking discussed. UNI marketing presentation was provided by Cassie Mathes, the new UNI rep on the board.
Historic Preservation Commission	11/09/21	The commission provided design updates on the "Scavenger Hunt Event" on UNI campus. The event is set to begin in 3 <sup>rd</sup> week of November until 3 <sup>rd</sup> week of December. Commission and public attendees expressed their concerns about proposed demolition of Alumni house and Honors Cottage on UNI campus and talked about different ways in which they could contribute to preserve these buildings.
Housing Commission	11/09/21	The Commission received an overview of the Administrative Plan for Housing Choice Voucher. The Commission made a recommendation to Council to approve.
Community Main Street Design Committee	N/A	No meeting in November
Parking Committee – Downtown and College Hill	N/A	No meeting in November

#### **LAND USE INQUIRIES AND PERMITTING**

- 230 general inquiries, including walk-ins, and staff responses with information/assistance.
- 51 land use permits were issued.

#### **OTHER PROJECTS FOR NOVEMBER INCLUDED:**

- Bike Plan update project is ongoing. Staff completed the public outreach phase of the project and is currently determining what the final map should look like based on public input.
- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.
- Downtown zoning code approved at Council.
- Resilience Plan draft under staff review.
- Working on additional grant applications for the Cedar River Recreation Project.
- Flood Buyout process underway. Procuring new property appraisals.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.

**ECONOMIC DEVELOPMENT:**

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with a business that is potentially looking to relocate and expand in the Cedar Falls Industrial Park.
- Participated in monthly call with IEDA and Quest Site Solutions in regards to Cedar Falls' application for the Certified Site Program.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Met with the City's engineering consultant and development team regarding a project in the City's industrial park.
- Attended Prometheus Awards in Des Moines, hosted by the Technology Association of Iowa.
- Sent out applications and press release for the FY23 Economic Development Grant Fund Program.
- Attended Ribbon Cutting at Prairie Life Storage's new location in the industrial park.
- Met Debi Durham and Beth Balzer with IEDA at a local manufacturing company to tour their facility.
- Submitted SSMID application for downtown by Community Main Street to City Council for approval.

**CDBG**

- City Council awarded Northeast Iowa Food Bank, Exceptional Persons Inc, Pathways Behavioral Services and Salvation Army \$9,500 each to support Cedar Falls Residences that are low to moderate income with the CDGB funds.
- Work with INRCOG on administering the funds for projects and services agencies based on the recently updated Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- City Council approved the FYY 2020 CAPER.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	<b>404</b>	<b>Rent Subsidies (HAP payments)</b>	<b>\$102,189</b>
<b>New Applications Taken</b>	<b>15</b>	<b>Utility Payments</b>	<b>\$ 1,925</b>
<b>Units under Contract</b>	<b>208</b>	<b>Admin Fees</b>	<b>\$ 13,856</b>
<b>Initial Vouchers Issued</b>	<b>5</b>		
<b>Mover Vouchers Issued</b>	<b>2</b>	<b>Lease Up Goal</b>	<b>220</b>
<b>New Admissions</b>	<b>4</b>		

**Ongoing**

- New Admin Plan passed with Commission and Council.
- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Issuing new vouchers/pulling from waitlist

**ADD A DOLLAR REPORT**

There was 1 application received for utility assistance in November. The program paid out \$403.57 in utilities payments for an average of \$403.57 per household. There was a balance of \$32,989.42 as of November 30, 2021.

## Recreation & Community Programs November Report 2021



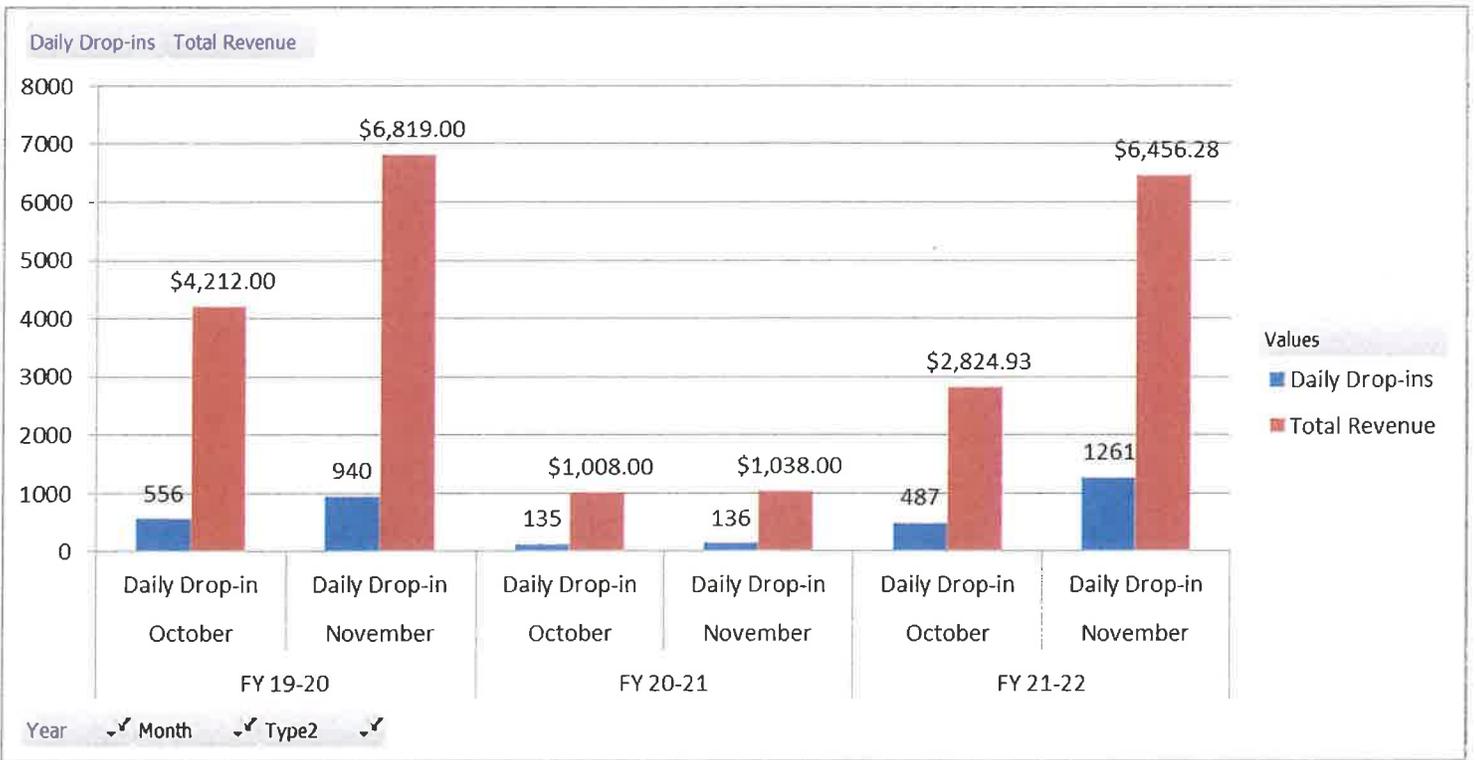
Sincerely,

J.J. Lillibridge  
Recreation and Community Programs Manager

**Recreation Center Revenue & Visits**



**Recreation Center Daily Drop-ins**



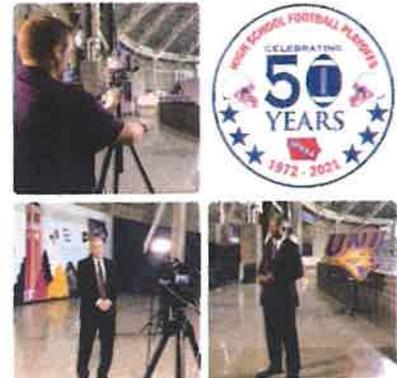
	Prev. Month	This Month	Last Year
	October	November	2020
<b>Recreation Programs</b>			
Fitness Classes Offered	169	189	58
Fitness Class Attendance	1427	1620	336
Personal Training Sessions	86	112	21
Massages	42	40	33
Kindergarten Basketball	80	240	48
1st & 2nd grade Girls Basketball	36	108	48
3rd & 4th grade Boys Basketball	64	192	64
Mon Mix Volleyball (16*#gms)	288	592	168
Wed Womens Volleyball (16*#gms)	240	240	0
Wed Mix Volleyball (16*#gms)	144	144	0
Adult Basketball Call Your Own (16*#gms)	6	96	0
Swim Passes Sold (Winter)	4	10	3
Open Rec Swim/Lap Swim Numbers	556	493	267
Aquatic Program Usage	950	1397	716
Rentals	3	0	5

## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - November 2021



### MEETINGS/CONVENTIONS/SPORTS

- Hosted over 52,000 spectators for IHSAA Football Semi-Finals and Finals. Assisted with event volunteers, increased signage in community, welcome video and provided grant funding.
- Hosted 4 conferences in November including Iowa Thespian Festival.
- Sales staff secured 4 future conferences/events, sent 4 proposals, generated 8 new leads, and continued Bring It Home outreach.



### LEISURE

- Awarded \$10,000 Iowa Tourism Grant for spring digital marketing in MN and WI.
- AARP named Cedar Falls a Best Place to Live and Retire Now.
- Completed fall themed digital advertising campaign. Kicked off Holiday ad campaign.
- Organized and promoted Cedar Falls Tour of Lights.
- Work continued on the 2022 Cedar Falls / Waterloo Visitor Guide.

### COLLABORATION

- Promoted Cedar Falls Tour of Lights and IHSAA Football Playoffs on KWWL.
- Hosted active shooter training for hospitality partners.
- Published Hospitality Highlights newsletter x5 and Notify Me posts x4.
- Attended Cedar Valley Sports Commission meetings.
- Attended virtual Iowa Travel Industry Partners committee meetings.
- Met with Community Main Street about potential collaborations.
- Assisted Cedar Trails Partnership with website updates.
- Assisted with City of Cedar Falls Wellness Committee Bingo Challenge.

	November 2021	October 2021 (last mo.)	November 2020 (last year)
Visitor Center Traffic	335	504	264
Website Traffic	9,051	16,639	6,338
CedarValley365.com Users	975	1,132	1,214
Facebook - Visitor Center	9,118	9,099	8,978
Instagram	2,118	2,103	1,883
LinkedIn – B2B audience	344	335	n/a
Facebook – B2B audience	585	575	n/a
Digital Ad Campaign Impressions	299,303	1,872,179	n/a
Visitor Guide Distribution	406	966	514
Volunteer Hours	146	73	36

Respectfully Submitted,

Jennifer Pickar, Tourism and Cultural Programs Manager

## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | November 2021



- The Cedar Falls Public Art Committee conducted their annual “bus tour” of sites for potential projects.
- Our education coordinator, Angie, worked with staff at the Waterloo Center for the Arts on a collaborative community program, [“Tiny Art Quest.”](#) This is our second year producing this program, which consists of a treasure hunt for tiny works of art by local artists, hidden in parks in Cedar Falls and Waterloo.
- In addition to regular Hearst offerings, the education team (Angie and Ana) also hosted an outreach program at the community center, an on-site special program for homeschool students, and two Northstar Community Services workshops in November.
- Our ceramics tech, Claire, hosted a community workshop, 10 sessions of wheel-throwing, 3 sessions of the Franken-stein workshop, and added one new independent studio artist to the roster.
- In marketing, Abby coordinated the content and printing of our [quarterly brochure](#), Currents content, and several contracts for grant-funded marketing including billboards and direct mail.
- The Hearst hosted a well-attended joint public reception for two exhibitions, *Diaspora of Meskwaki Creativity: works by Mary Young Bear, Elleh Driscoll, and Dazegon Kapayou* and *Consequential Narratives: Selected Work by Duane Slick*. Additional public programs included three “Author’s Festival” book talks, two lunchtime concerts, a Final Thursday Readers Series event, and a performance by The Songbook Trio. Sheri also coordinated two rentals in November.
- Emily worked with [Charles Matson Lume](#), artist and UW-Stout professor of art, on his upcoming exhibition, titled *hearing it get dark (for William Faulkner)*, set to open on December 10. Lume is an installation artist; the show consists of everyday materials used to create reflected light. The *WCF Courier* will publish a feature story on the exhibition in December.
- Heather and Emily visited the home of a collector and artist Dean Schwarz to plan for a future collaboration, and worked with guest curator and art/cultural historian Dr. Lenore Metrick-Chen on an upcoming exhibition for February 2022.
- The Exhibitions and Collections Committee proposed the acquisition of two works by [Duane Slick](#) for the Hearst Center Permanent Collection. The proposal will be reviewed by the Art and Culture Board.



- Heather hosted a senior at West High School for an afternoon job shadowing through Cedar Valley Career Connections, and hosted 25 UNI students for a SMART Session discussion in the galleries at the Hearst Center.

Images, top to bottom: Public Art Committee group shot at the trail underpass on Main Street | Instagram ad for exhibition reception | Charles Matson Lume exhibition in progress (join us for the reception on Jan. 13) | artist and collector Dean Schwarz at home | Public reception festivities



	Last Month	This Month	Last Year
Hearst Center Usage Statistics	Oct FY22	Nov FY22	Nov FY21
In-Person and Virtual Attendance*	2108	****1850	1156
Off-site Ed/Outreach Encounters	1/8	1/18	0
Public Programs Offered**	8	7	4
Exhibition walk-in Viewers	310	196	148
Classes/Workshops Offered***	17	7	4
Rentals/Birthday Parties	2/1	2/2	0
Volunteers/# of Hours	3/10	6/10.5	1/3
Facebook Views	40020	41008	24573
Facebook Followers	2583	2603	2274
Instagram Followers	956	972	607
Ads, videos, press releases, articles	5	4	3
Friends Members/new or renewed	289/8	313/86	273/6

\*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; \*\*includes on-site and virtual programs; \*\*\*includes themed take-home kits and virtual classes/workshops

\*\*\*\*The door counter did not make a count for most of the month of November. We did have a count of 1124 while it was functioning; however, we don't know the period of the count. Our best assumption is that it stopped working mid-month. With that considered, and the addition of the voters and general estimated traffic/holiday closures and gallery turn-over, we are estimating attendance at 1850.

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

**ENGINEERING DIVISION  
PROJECT MONTHLY REPORT - NOVEMBER 2021**

Item 8.

<i>Type</i>	<i>Project No.</i>	<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Streets	RC-000-3185	2020 Street Construction	Street Repair	Final Out Remains	\$3,385,340.30	Engineering Division PCI
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Streets	SY-000-3009	Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Report Complete	\$2,500,000	IDOT/AECOM Engineering Division
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Construction Underway	\$6,500,000	Engineering Division Snyder & Associates
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Design	TBD	Engineering Division Foth
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Design	\$108,647	Engineering Division
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Winter Pause Until Next Construction Season	\$2,450,000	Snyder K. Cunningham
Storm Water	ST-000-3225	2020 Permeable Alley	Storm Water	Completed	\$2,291,000	Engineering Division Benton's
Streets	RC-059-3196	12th Street and Walnut	Reconstruction	Final Out Remians	\$1,019,448	Engineering Division PCI
Streets	SY-000-3229	27th Street Improvements	Reconstruction	Design	TBD	Engineering Division
Sidewalk	SW-000-3223	2021 Sidewalk Infill and Trails	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Trails	Construction Underway	\$181,492	OEL/Engineering Division
Streets	RC-362-3212	W. Viking Industrial Park & Viking Road	Reconstruction	Design	TBD	Snyder
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Punch List Remains	TBD	Snyder
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Design	TBD	Water Reclamation/ Snyder
Streets	SC-000-3234	2020 Seal Coat	Street Repair	Final Out Remains	\$250,000	Engineering Division
Streets	SC-000-3272	2021 Seal Coat	Street Repair	Design	\$150,000	Engineering Division
Streets	RC-293-3172	Ridgeway Avenue	Street Repair	Complete	\$1,862,134	Engineering Division PCI
Parking	TBD	College Hill Parking	Resurfacing	Preliminary Design	TBD	Engineering Division
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Contracts to Council	TBD	Shive Hattery
Streets	RS-000-3243	2020 CFU Street Patching Project	Street and Sidewalk Repair	Completed	\$367,039	Engineering Division/CFU

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - NOVEMBER 2021**

<i>Project No.</i>	<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Final Out Remains	-----	New Aldea/Fehr Graham
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Construction Underway	-----	CGA
SU-445-3021	Greenhill Village Estates	New Subdivision	Final Out Remains	-----	Nelson Construction & Development
MC-000-3011	River Place Addition	New Subdivision	Final Out Remains	-----	Kittrel/AECOM
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Sholf Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
SU-182-5722	Panther West - 1st Addition	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
TBD	West Fork Crossings	New Subdivision	Preliminary Plat	-----	ISG
TBD	West Village Townhomes	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA

**ENGINEERING DIVISION  
COMMERCIAL CONSTRUCTION MONTHLY REPORT - NOVEMBER 2021**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Creekside Condos	-----	Under Review	Approved	Fehr Graham Engineering	Under Review
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Approved	Approved	CGA	Active
River Rec Area and Bank Improvements	-----	Under Review	Approved	City of Cedar Falls	Under Review
Trinity Bible Church Addition	125 Orchard Drive	Approved	Approved	VJ Engineering	Completed
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Axiom	Active
Aldi's Grocery Store	Brandilynn Boulevard	Approved	Approved	Fehr Graham Engineering	Active

## Department of Public Works Operations and Maintenance Division Monthly Report for November 2021

### Streets Section:

- Street sweeping operations took place throughout the month
- Ninety (90) service requests were completed for leaf vacuum collection
- Permanent repair was completed on a pavement cut on Newman Ave.
- Continued training and preparation for snow and ice control
- Installed drift prevention snow fence in several outlying areas
- Replaced a storm water intake at 10<sup>th</sup> & Washington St.

### Traffic Operations:

- 156 traffic control signs were repaired or replaced
- 27 minor upgrades were made to signalized intersections
- Performed three (3) One Call locates at signalized intersections
- Assisted installation of security cameras at 2200 Technology Parkway
- Replaced failed vehicle detection at 18<sup>th</sup> & Main
- Coordinated installation of irrigation pump at Pheasant Ridge Golf Course

### Fleet Maintenance:

- 979 transactions were recorded through the City's fuel dispensing sites
- Used 13,641.5 gallons of fuel (5,866.5 ethanol, 7,775 diesel)
- 125 work orders were processed through the fleet section for the month
- Completed winter equipment preparation
- Completed winterizing and storage of summer use equipment

### Public Buildings:

- Prepared public buildings for winter Cleaned gutters, scuppers and placed deicing material
- Prepared locations for temporary occupancy.
- Installed new furnace at the transfer station

### Parks:

- Winterized water systems and other items in City parks and public areas
- Removed docks from water at Island Park and Big Woods Lake
- Planted 13 trees in Fairview Cemetery
- Aerated ball fields at Birdsall and Pfeiffer Parks
- Removed ash trees from city buyout property

### Cemetery:

- Performed eleven(11) interments – Two (2) Saturday services
- Seven (7) space sold in Greenwood Cemetery, two (2) in Fairview Cemetery

### Refuse:

- 647 tons of residential solid waste was collected. Total of 635 three yard container dumps were recorded. Crews responded to 82 residential bulk item collections
- Crews collected 220 tons of yard waste from curbside cart collection
- The Transfer Station hauled 73 loads of solid waste to the Black Hawk County Landfill totaling 1,024 tons.
- A total of 127 tons of household recyclable material was collected during the month
- 69 tons of scrap, tires, appliances and electronic recyclables was collected.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - NOVEMBER 2021

PLANT OPERATIONS

Plant performance for November was very good with all permit requirements being met.

The ultraviolet disinfection process is not required after November 15<sup>th</sup> annually. We began the shutdown of the system the week of the 15<sup>th</sup>. During winter months, maintenance and repair work is conducted in preparation for the next year's startup.

BIOSOLIDS

We were able to deliver 160,000 gallons of liquid biosolids to fertilize local area farm fields during the month. An additional 145,000 gallons of material were processed through our belt filter press.

There were 4.6 tons of gritty, inorganic materials hauled to the landfill during November.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

An annual scheduled inspection was conducted at the UNI power plant. An unscheduled inspection was conducted at Standard Golf. No violations were found.

SEWER COLLECTION SYSTEM - CALLS AND SERVICE

We received 465 sewer locate requests from the Iowa One Call system, 120 of which were pertinent and required marking by our field staff.

There were four sewer service calls received in November, none of which involved a problem in the city's main or a sanitary sewer overflow. There were no lift station alarm calls for the month.

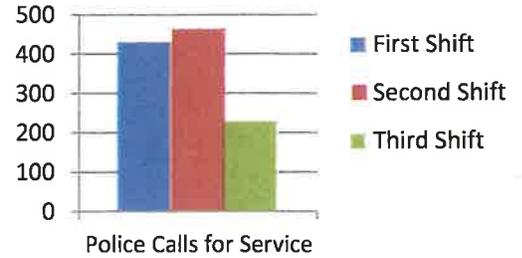
Crews cleaned 2,000 feet of sanitary sewer lines in November. This brings our total mileage for the year to 27.

We inspected 450 feet of sanitary sewer lines with our televising unit. This brings our total mileage for the year to 4.2.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
NOVEMBER 2021**

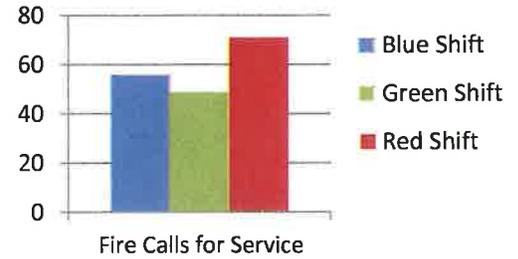
**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	431	464	230
Traffic Stops	74	153	78
Arrests	20	23	30
Accidents	33	38	7



**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	56	49	71
Fire	2	0	2
Rescue/Medical	38	38	49
Service Call	3	2	3
Good Intent	5	3	5
False Alarm/Call	2	4	10
Hazardous Condition	6	2	2



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Group A Serious Crimes	82	116	147	103	110	79	127	113	94	160	95	
Group B Other Crimes	44	53	89	80	52	48	55	40	22	50	33	
Traffic Accidents	91	169	59	61	69	92	68	70	91	103	84	
Other Calls	1645	1262	1393	1448	1362	1432	1432	1461	1236	1325	1170	
CFS Totals	1862	1600	1688	1692	1593	1651	1682	1684	1443	1638	1382	

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Group A Serious Crimes	1366	1570	1468	1469	1702	1467	1437	1407	
Group B Other Crimes	763	620	674	579	613	683	661	565	
Traffic Accidents	782	708	734	790	720	774	613	228	
Other Calls	18,958	15,421	13,828	12,573	13,244	13,936	14,819	14,590	
CFS Totals	21,869	18,319	16,704	15,411	16,279	16,860	17,530	16,790	

**FIRE RESCUE CALLS FOR SERVICE**

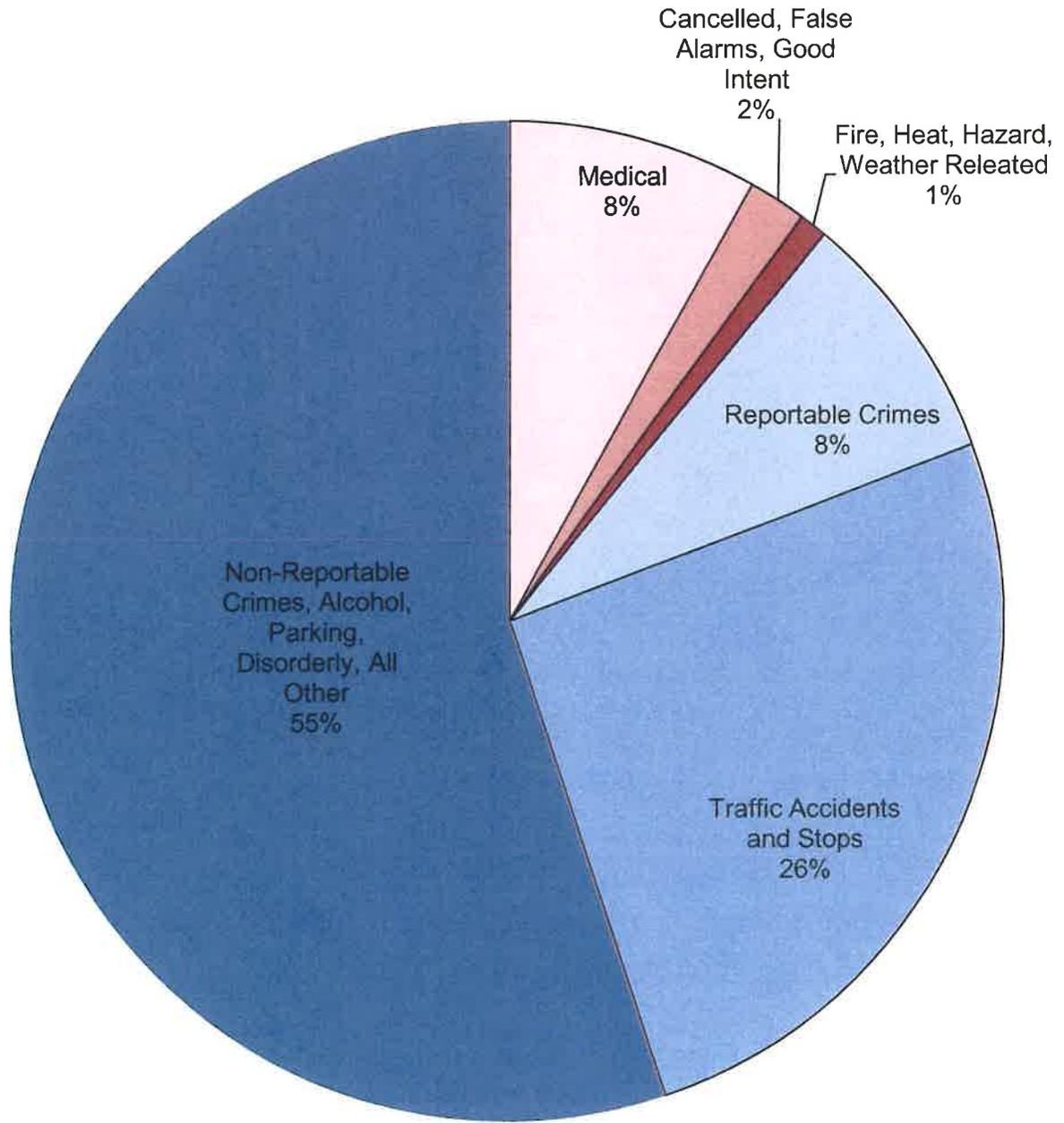
Type of Incident (Monthly)	Jan '21	Feb '21	Mar '21	Apr '21	May '21	Jun '21	Jul '21	Aug '21	Sep '21	Oct '21	Nov '21	Dec '21
Medical & Rescue	124	105	113	104	122	133	137	151	139	140	125	
Cancelled, False Alarms, Good Intent	41	29	35	25	41	44	42	44	36	47	29	
Fire, Heat, Hazard, Weather Related & Other	20	22	22	32	35	27	27	28	27	20	22	
Totals	185	156	170	161	198	204	206	223	202	207	176	

Type of Incident (per year)	2013	2014	2015	2016	2017	2018	2019	2020	2021
Non-Medical CFS	1052	948	840	911	900	772	841	783	
Rescue / EMS Related	1049	1051	1367	1570	1437	1022	1272	1328	
Totals	2101	1999	2207	2481	2337	1794	2113	2111	

<b><u>POLICE STATISTICS:</u></b>	<b><u>November 2021</u></b>	<b><u>Total 2021</u></b>
<b>Group A Crimes</b>		
Kidnapping/Abduction	1	2
Forcible Rape/Sodomy/Fondling	2	33
Robbery	1	6
Assault	9	126
Arson	0	1
Extortion/Blackmail	0	4
Burglary/B&E	9	108
Theft	34	517
Motor Vehicle Theft	9	41
Counterfeit/Forgery	3	41
Fraud	8	81
Embezzlement	0	1
Stolen Property	1	11
Vandalism	10	126
Drug Offenses	5	109
Porno/Obscene Material	1	4
Op/Pro/Asst. Gambling	0	1
Weapon Law Violation	2	16
<b>Group B Crimes</b>		
Bad Checks	0	0
Disorderly Conduct	3	34
Driving Under Influence	6	102
Drunkenness	8	130
Non-Violent Family Offense	0	3
Liquor Law Violation	0	28
Runaway	1	15
Trespassing	1	24
All Other Offenses	14	230
Group A Total:	95	1131
Group B Total:	33	533
Total Reported Crimes:	128	1,664
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	0	9
Hit and Run	0	22
Property Damage	103	396
Parked Vehicle	0	1
Total reported Accidents	84	511
<b>Driving Offenses</b>		
Driving While License Barred	0	4
Driving While Denied/Cancelled/Suspended/Revoked	0	6
Eluding	0	10
Total Driving Offenses	0	20
Alcohol/Tobacco Violations	0	103
Calls for Service	1,382	17,915
Total Arrests	73	762



### Cedar Falls Public Safety Experience Survey (November)



FIRE



POLICE



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
Craig Berte, Police Chief  
**Date:** December 27, 2021  
**Re:** Beer/Liquor License Applications

---

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

Name of Applicants:

- a) Second State Brewing Company, 203 State Street, Class B beer & outdoor service - renewal.
- b) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C liquor & outdoor service - renewal.
- c) Tobacco Outlet Plus, 4116 University Avenue, Class E liquor - renewal.



DEPARTMENT OF FINANCE & BUSINESS  
OPERATIONS

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

**MEMORANDUM**  
Financial Services Division

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

**FROM:** Paul Kockler, Accountant

**DATE:** December 21, 2021

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

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

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

Attachments

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations

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

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

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

**DRAFT**

Group Effective Date: 7/1/2021  
Plan Year: July 1  
Coverage Code: 6M8

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

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

## NOTICE

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

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# About This Summary Plan Description

## Important Information

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

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

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

## Charts

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

## Complete Information

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

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

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

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

## Read Thoroughly

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

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

## Plan Description

<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.

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

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

## Questions

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

# 1. What You Pay

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

## Provider Network

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

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

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

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

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## Payment Summary

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

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

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

## Payment Details

### Deductible

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

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

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

Once you meet the deductible, then coinsurance applies.

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

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

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

### Coinsurance

Coinsurance is an amount you pay for certain covered services. Coinsurance is calculated by multiplying the fixed percentage(s) shown earlier in this section times Wellmark's payment arrangement amount. Payment arrangements may differ depending on the contracting status of the provider and/or the state where you receive services. For details, see *How Coinsurance is Calculated*, page 47. Coinsurance amounts apply after you meet the deductible.

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

### Out-of-Pocket Maximum

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

- Deductible.
- Coinsurance.

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

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

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

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

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

### Benefits Maximums

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

Benefits maximums that apply per benefit year or per lifetime are reached from benefits accumulated under this group health plan and any prior group health plans sponsored by your employer or group sponsor and administered by Wellmark Blue Cross and Blue Shield.

## Waived Payment Obligations

Some payment obligations are waived for the following covered services.

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

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

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

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

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

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

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

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

The headings in this chart provide the following information:

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

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

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

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

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

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

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

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

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## 3. Details - Covered and Not Covered

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

### Acupuncture Treatment

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

### Allergy Testing and Treatment

**Covered.**

### Ambulance Services

**Covered:**

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

All of the following are required to qualify for benefits:

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

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

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

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

All of the following are required to qualify for benefits:

- The services required to treat your illness or injury are not available in

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

**Not Covered:**

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

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**Anesthesia**

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

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

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**Autism Spectrum Disorder Treatment**

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

**Benefits Maximum:**

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

**Not Covered:**

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

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## Blood and Blood Administration

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

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## Chemical Dependency Treatment

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

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

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

### Not Covered:

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

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

### See Also:

*Hospitals and Facilities* later in this section.

*Notification Requirements and Care Coordination*, page 41.

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## Chemotherapy and Radiation Therapy

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

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## Clinical Trials – Routine Care Associated with Clinical Trials

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

### Not Covered:

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

standards of care for a particular diagnosis.

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## Contraceptives

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

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

**Not Covered:**

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

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

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## Conversion Therapy

**Not Covered:** Conversion therapy services.

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## Cosmetic Services

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

**See Also:**

*Reconstructive Surgery* later in this section.

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## Counseling and Education Services

**Covered:**

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

**Not Covered:**

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

**See Also:**

*Genetic Testing* later in this section.

*Education Services for Diabetes and Nutrition* later in this section.

*Mental Health Services* later in this section.

*Preventive Care* later in this section.

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## Dental Services

**Covered:**

- Dental treatment for accidental injuries when all of the following requirements are met:
  - Initial treatment is received within 12 months of the injury.
  - Follow-up treatment is completed within 24 months.
- Anesthesia (general) and hospital or ambulatory surgical facility services related to covered dental services if:
  - You are under age 14 and, based on a determination by a licensed dentist and your treating physician, you have a dental or developmental condition for which patient

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

**Not Covered:**

- General dentistry including, but not limited to, diagnostic and preventive services, restorative services, endodontic services, periodontal services, indirect fabrications, dentures and bridges, and orthodontic services unrelated to accidental injuries or management of cleft palate.

- Injuries associated with or resulting from the act of chewing.
- Maxillary or mandibular tooth implants (osseointegration) unrelated to accidental injuries or abnormal changes in the mouth due to injury or disease.

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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 and Nutrition**

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

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

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

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

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

- Underweight.

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## Emergency Services

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

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

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

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

**See Also:**

*Out-of-Network Providers*, page 49.

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## Fertility and Infertility Services

**Covered:**

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

**Benefits Maximum:**

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

**Not Covered:**

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

**See Also:**

*Prescription Drugs* later in this section.

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## Genetic Testing

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

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

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## Hearing Services

**Covered:**

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

**Not Covered:**

- Hearing aids.
- Routine hearing examinations.

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## Home Health Services

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

- You require a medically necessary skilled service such as skilled nursing, physical therapy, or speech therapy.

- Services are received from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) and/or a Medicare-certified agency.
- Services are prescribed by a physician and approved by Wellmark for the treatment of illness or injury.
- Services are not more costly than alternative services that would be effective for diagnosis and treatment of your condition.

The following are covered services and supplies:

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

#### **Short-Term Home Skilled**

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

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

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

#### **Inhalation Therapy.**

#### **Medical Equipment.**

#### **Medical Social Services.**

#### **Medical Supplies.**

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

**Oxygen and Equipment** for its administration.

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

#### **Physical Therapy.**

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

#### **Prosthetic Devices and Braces.**

#### **Speech Therapy.**

#### **Not Covered:**

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

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### **Home/Durable Medical Equipment**

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

- The equipment is ordered by a provider within the scope of his or her license and there is a written prescription.
- Durable enough to withstand repeated use.

- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.
- Standard or basic home/durable medical equipment that will adequately meet the medical needs and that does not have certain deluxe/luxury or convenience upgrade or add-on features.

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

**See Also:**

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

*Orthotics (Foot)* later in this section.

*Prosthetic Devices* later in this section.

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## Hospice Services

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

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

**Benefits Maximum:**

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

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## Hospitals and Facilities

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

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

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

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

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

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

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

Precertification is required. For information on how to precertify, refer to *Precertification in the Notification Requirements and Care Coordination* section of this summary plan

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description, or call the Customer Service number on your ID card.

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

**Not Covered:**

- Long Term Acute Care Facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.

**See Also:**

*Chemical Dependency Treatment* earlier in this section.

*Mental Health Services* later in this section.

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## Illness or Injury Services

**Covered:**

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

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

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

**Not Covered:**

- Long term acute care services typically provided by a long term acute care facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.

- Routine foot care, including related services or supplies, except as described under *Covered*.

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## Inhalation Therapy

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

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## Maternity Services

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

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

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

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

Coverage includes two follow-up postpartum home visits by a registered nurse (R.N.). This nurse must be from a home health agency under contract with Wellmark or employed by the delivering physician.

If you have a newborn child, but you do not add that child to your coverage, your

newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

**See Also:**

*Coverage Change Events*, page 55.

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## Medical and Surgical Supplies and Personal Convenience Items

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

- Dressings and casts.
- Oxygen and equipment needed to administer the oxygen.
- Diabetic equipment and supplies purchased from a covered provider.

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

- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products;
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription;
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles;
- Household supplies including, but not limited to: deluxe/luxury equipment or

non-essential features, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath;

- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury including, but not limited to, air conditioners, hot tubs, or swimming pools;
- Items that do not serve a medical purpose or are not needed to serve a medical purpose;
- Rental or purchase of equipment if you are in a facility which provides such equipment;
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices; and
- 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 (Foot)* later in this section.

*Prosthetic Devices* later in this section.

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## Mental Health Services

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

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

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V)* or subsequent revisions, except as otherwise provided in this summary plan description.

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- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

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

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

**Not Covered:** Treatment for:

- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.

- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in residential psychiatric treatment programs.

**See Also:**

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

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## 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.
- Massage therapy.

**Benefits Maximum:**

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

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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

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billed separately, and any services or supplies that are nonmedical.

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## Nutritional and Dietary Supplements

### Covered:

- Nutritional and dietary supplements that cannot be dispensed without a prescription issued by or authorized by a licensed health care practitioner and are prescribed by a licensed health care practitioner for permanent inborn errors of metabolism, such as PKU.
- Enteral and nutritional therapy only when prescribed feeding is administered through a feeding tube, except for permanent inborn errors of metabolism.

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

- Food products.
- Grocery items or food products that are modified for special diets for individuals with inborn errors of metabolism but which can be purchased without a prescription issued by or authorized by a licensed healthcare practitioner, including low protein/low phe grocery items.
- Herbal products.
- Fish oil products.
- Medical foods, except as described under *Covered*.
- Minerals.
- Supplementary vitamin preparations.
- Multivitamins.

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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 (Foot)

**Covered:** Orthotics training.

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

### See Also:

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

*Prosthetic Devices* later in this section.

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## Physical Therapy

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

- The goal of the physical therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation or habilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.

- There is evidence of improvement by successive objective measurements whenever possible.

**Not Covered:**

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

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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 35.

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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 that may be covered under your medical benefits include:

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

**Infertility Prescription Drugs.****Intravenous Administration.**

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

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

**Not Covered:**

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Prescription drugs or pharmacy durable medical equipment devices that are not FDA-approved.
- Insulin.

- Prescription drugs and devices used to treat nicotine dependence.
- Prescription drugs other than as stated earlier in this section.

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

**See Also:**

*Contraceptives* earlier in this section.

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

*Notification Requirements and Care Coordination*, page 41.

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## Preventive Care

**Covered:** Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Colonoscopies.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.
- Preventive items and services including, but not limited to:
  - Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on

Immunization Practices of the Centers for Disease Control and Prevention (ACIP);

- Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
- Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Well-child care including age-appropriate pediatric preventive services, as defined by current recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

**Benefits Maximum:**

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

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

**Not Covered:**

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

- Group lactation consultant services.

**See Also:**

*Hearing Services* earlier in this section.

*Vision Services* later in this section.

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## Prosthetic Devices

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

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

**Not Covered:**

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

**See Also:**

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

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

*Orthotics (Foot)* earlier in this section.

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## Reconstructive Surgery

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

reconstructive surgery includes the following:

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

**See Also:**

*Cosmetic Services* earlier in this section.

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## Self-Help Programs

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

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## Sleep Apnea Treatment

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

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

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## Social Adjustment

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

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## Speech Therapy

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

**Not Covered:**

- Speech therapy services not provided by a licensed or certified speech pathologist.
- Speech therapy to treat certain developmental, learning, or

communication disorders, such as stuttering and stammering.

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## Surgery

**Covered.** This includes the following:

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

**See Also:**

*Dental Services* earlier in this section.

*Reconstructive Surgery* earlier in this section.

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## Telehealth Services

**Covered:** You are covered for telehealth services delivered to you by a covered practitioner acting within the scope of his or her license or certification or by a practitioner contracting through Doctor on Demand via real-time, interactive audio-visual technology or web-based mobile device or similar electronic-based communication network. Services must be delivered in accordance with applicable law and generally accepted health care practices.

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

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

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## Temporomandibular Joint Disorder (TMD)

**Covered.**

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

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## Transplants

**Covered:**

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

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

Transplants are subject to case management.

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

**Not Covered:**

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

**See Also:**

*Ambulance Services* earlier in this section.

*Case Management*, page 45.

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## Travel or Lodging Costs

**Not Covered.**

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## Vision Services

**Covered:**

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

**Not Covered:**

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

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## Wigs or Hairpieces

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

**Benefits Maximum:**

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

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## X-ray and Laboratory Services

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

**See Also:**

*Preventive Care* earlier in this section.

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

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

### Conditions of Coverage

#### Medically Necessary

A key general condition in order for you to receive benefits is that the service, supply, device, or drug must be medically necessary. Even a service, supply, device, or drug listed as otherwise covered in *Details - Covered and Not Covered* may be excluded if it is not medically necessary in the circumstances.

Unless otherwise required by law, Wellmark determines whether a service, supply, device, or drug is medically necessary, and that decision is final and conclusive.

Wellmark's medically necessary analysis and determinations apply to any service, supply, device, or drug including, but not limited to, medical, mental health, and chemical dependency treatment, as appropriate. Even though a provider may recommend a service or supply, it may not be medically necessary.

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

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
  - Nationally recognized utilization management standards as utilized by Wellmark; or

- Wellmark's published Medical and Drug Policies as determined applicable by Wellmark; or
- Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or
- Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area.

- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease,
- Not provided primarily for the convenience of the patient, physician, or other health care provider, and
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.

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

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

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:
  - The provider informs you in writing before rendering the services that

- Wellmark determined the services to be not medically necessary; and
- The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

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

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

### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 51.

### General Exclusions

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

#### Investigational or Experimental

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

whether a service, supply, device, biological product, or drug is considered investigational or experimental is applied to medical, surgical, mental health, and chemical dependency treatment services, as applicable.

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

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.
- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

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

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

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:

- The provider informs you in writing before rendering the services that Wellmark determined the services to be investigational or experimental; and
- The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

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

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

**See Also:**

*Clinical Trials*, page 13.

**Complications of a Noncovered Service**

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

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

**Nonmedical or Administrative Services**

You are not covered for telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative

services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

**Provider Is Family Member**

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

**Covered by Other Programs or Laws**

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

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

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**Workers' Compensation**

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

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

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

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

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

### Wellmark Medical and Drug Policies

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

### Benefit Limitations

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

- A service or supply that is not covered under this group health plan is your responsibility.
- If a covered service or supply reaches a benefits maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 11.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See

*Benefits Maximums*, page 4, and *At a Glance—Covered and Not Covered*, page 7.

- If you do not obtain precertification for certain medical services, benefits can be denied. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 41.
- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.  
You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 41.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 35, and

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*Factors Affecting What You Pay*, page 47. An example of a charge that depends on the type of provider includes, but is not limited to:

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

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## 5. Choosing a Provider

### Provider Network

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

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

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

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

See *What You Pay*, page 3 and *Factors Affecting What You Pay*, page 47.

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

Providers are independent contractors and are not agents or employees of Wellmark Blue Cross and Blue Shield of Iowa. For types of providers that may be covered under your medical benefits, see *Hospitals and Facilities*, page 18 and *Physicians and Practitioners*, page 23.

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

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

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

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

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

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

## Services Outside the Wellmark Service Area

### BlueCard Program

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

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

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

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

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

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

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 365 days following the date of service. However, if the PPO or Participating provider’s contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 365 days following the date of service, Wellmark will process the claim according to the Host Blue’s contractual filing requirement. If you receive services from an Out-of-Network

Provider, the claim has to be filed within 365 days following the date of service.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 41. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

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

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

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

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

### **BlueCard® Program**

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

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

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

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

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

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

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or

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other fee as part of the claim charge passed on to you.

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

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

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

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

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

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

If you are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter "BlueCard service area"), you may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing

covered services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from providers outside the BlueCard service area, you will typically have to pay the providers and submit the claims yourself to obtain reimbursement for these services.

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

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

**Outpatient Services.** Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require you to pay in full at the time of service. You must submit a claim to obtain reimbursement for covered services. See *Claims*, page 69.

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### **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.

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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. **DRAFT**

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

See *Out-of-Network Providers*, page 49.

## 6. Notification Requirements and Care Coordination

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

### Providers and Notification Requirements

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

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

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

You or your authorized representative, if you have designated one, may appeal a denial of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 79. Also see *Authorized Representative*, page 87.

### Precertification

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

<b>Process</b>	<p>When you, instead of your provider, are responsible for precertification, call the phone number on your ID card before receiving services.</p> <p>Wellmark will respond to a precertification request within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation;</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Precertification requests must include supporting clinical information to determine medical necessity of the service or admission.</p> <p>After you receive the service(s), Wellmark may review the related medical records to confirm the records document the services subject to the approved precertification request. The medical records also must support the level of service billed and document that the services have been provided by the appropriate personnel with the appropriate level of supervision.</p>
<b>Importance</b>	<p>If you choose to receive services subject to precertification, you will be responsible for the charges as follows:</p> <ul style="list-style-type: none"> <li>■ If you receive services subject to precertification from an Out-of-Network Provider and we determine that the procedure was not medically necessary you will be responsible for the full charge.</li> </ul> <p>Denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See <i>What You Pay</i>, page 3.</p>

**Notification**

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

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

<b>Purpose</b>	Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.
<b>Applies to</b>	For a complete list of the services subject to concurrent review, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible</b>	Wellmark
<b>Process</b>	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
<b>Importance</b>	Wellmark may require a change in the level or place of service in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.

## Case Management

<b>Purpose</b>	Case management is intended to identify and assist members with the most severe illnesses or injuries by collaborating with members, members' families, and providers to develop individualized care plans.
<b>Applies to</b>	<p>A wide group of members including those who have experienced potentially preventable emergency room visits; hospital admissions/readmissions; those with catastrophic or high cost health care needs; those with potential long term illnesses; and those newly diagnosed with health conditions requiring lifetime management. Examples where case management might be appropriate include but are not limited to:</p> <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>	You, your physician, and the health care facility can work with Wellmark's case managers. Wellmark may initiate a request for case management.
<b>Process</b>	Members are identified and referred to the Case Management program through Customer Service and claims information, referrals from providers or family members, and self-referrals from members.
<b>Importance</b>	Case management is intended to identify and coordinate appropriate care and care alternatives including reviewing medical necessity; negotiating care and services; identifying barriers to care including contract limitations and evaluation of solutions outside the group health plan; assisting the member and family to identify appropriate community-based resources or government programs; and assisting members in the transition of care when there is a change in coverage.

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## 7. Factors Affecting What You Pay

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

### Benefit Year

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

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

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

The benefit year is important for calculating:

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

### How Coinsurance is Calculated

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

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

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

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

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

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

- The amount charged for the covered service, or
- The negotiated price that the Host Blue makes available to Wellmark after the following amounts (if applicable) are subtracted from it:
  - Deductible.
  - Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

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

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

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

- Deductible.
- Amounts representing any general exclusions and conditions. See *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

Laws in a small number of states may require the Host Blue Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, Wellmark will calculate your payment obligation for any covered services according to applicable law. For more information, see *BlueCard Program*, page 36.

## Provider Network

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

## PPO Providers

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

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Participating Providers

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

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.

- The health plan payment is sent directly to the provider.

## Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our payment arrangements. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 36.
- Wellmark does not make claim payments directly to these providers. You are responsible for ensuring that your provider is paid in full.
- The group health plan payment for Out-of-Network hospitals, M.D.s, and D.O.s in Iowa is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider (plus any billed balance you may owe).

## Amount Charged and Maximum Allowable Fee

### Amount Charged

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

### Maximum Allowable Fee

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

## Payment Arrangements

### Payment Arrangement Savings

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

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

- *Network Savings*, which reflects the amount you save on a claim by receiving services from a Participating or PPO provider. For the majority of services, the savings reflects the actual amount you save on a claim. However, depending on many factors, the amount we pay a provider could be different from the covered charge. Regardless of the amount we pay a Participating or PPO provider, your payment responsibility will always be based on the lesser of the covered charge or the maximum allowable fee.
- *Amount Not Covered*, which reflects the portion of provider charges not covered under your health benefits and for which you are responsible. This amount may include services or supplies not covered;

amounts in excess of a benefit maximum, benefit year maximum, or lifetime benefits maximum; denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General Conditions of Coverage, Exclusions, and Limitations*, page 29.

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

except to the extent of any amounts you may owe.

### **Payment Method for Services**

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

### **Provider Payment Arrangements**

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

## 8. Coverage Eligibility and Effective Date

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 55.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Spouses.** A spouse of a plan member is eligible for coverage under a family plan. For definition of spouse, see *Glossary*, page 95.

**Children.** A child is eligible for coverage under a family plan if the child has one of the following relationships to the plan member or an enrolled spouse:

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

- A foster child.
- A natural child a court orders to be covered.

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

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

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

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and
  - Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.
- An unmarried child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student. Wellmark considers a dependent disabled when he or she meets the following criteria:
  - Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
  - Enrolled in and receiving Medicare benefits due to disability; or
  - Enrolled in and receiving Social Security benefits due to disability.
 Documentation will be required.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; or
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

#### **Retiree Enrollment And Effective**

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

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

#### **When Coverage Begins**

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date.

Services received before the effective date of coverage are not eligible for benefits.

#### **Late Enrollees**

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 55.

A late enrollee may enroll for coverage only at open enrollment.

#### **Leave of Absence**

Active employees may be entitled to a leave of absence in accordance with the following provisions:

##### **Leave of Absence (Paid and Unpaid)**

During any period for which an active employee is granted by the City an approved paid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

**Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

**Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

**Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

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sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Also during this period, currently enrolled employees may change coverage options or choose to waive coverage. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period.

Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date.

Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a coverage removal event.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse to enroll for coverage. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period unless there is a coverage removal event.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.
- You or your eligible spouse or your dependent loses eligibility for creditable

coverage or his or her employer or group sponsor ceases contribution to creditable coverage.

- Spouse or dependent loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 53.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Please note:** Retirement is not considered a coverage enrollment event.

**Coverage Removal Events:** If a retiree removes coverage, the retiree is not allowed to enroll in the plan again at any time in the future.

The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment. Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse, your Medicare eligibility may terminate this coverage.

In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

## Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.

- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

## Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

## The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain

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effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an

illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of service in the uniformed services, the preexisting condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the preexisting condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

*Uniformed services* includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

## Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.
- The number of individuals covered under this group health plan falls below the number or percentage of eligible individuals required to be covered.
- Your employer sends a written request to terminate coverage.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons,

check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

### **Fraud or Intentional Misrepresentation of Material Facts**

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

**Nonpayment**

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

**Retiree Termination of Coverage**

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date the member becomes entitled to Medicare;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

**Coverage Continuation**

When your coverage ends, you may be eligible to continue coverage under this group health plan.

**COBRA Continuation**

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would

otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

**Coverage Entitlement.** You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

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Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during

your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

**Qualifying Events.** After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the

same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

**Please note:** If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

**Electing Coverage.** To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to Discovery Benefits, LLC. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to

decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

Discovery Benefits, LLC  
PO Box 2079  
Omaha, NE 68103

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event.

**Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA

election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Discovery Benefits, LLC if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify Discovery Benefits, LLC of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into

account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

**Length of Coverage.** When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

**Extending Coverage.** If the qualifying event that resulted in your COBRA election was your termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as

a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

**Termination of Coverage.** Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after

electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.

**Coverage Cost and Payment.** Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer

and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Your first payment and all monthly payments for COBRA coverage must be made payable to Discovery Benefits, LLC and mailed to:

Discovery Benefits, LLC  
PO Box 2079  
Omaha, NE 68103

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form. However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before

December 30, the 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 Discovery Benefits, LLC informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

**Plan Contact Information.** For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

Discovery Benefits, LLC  
PO Box 2079  
Omaha, NE 68103

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

### **Continuation for Public Group**

Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

### **Coverage Continuation or Reenrollment Upon Death of Eligible Peace Officer or Fire Fighter in the Line of Duty**

Pursuant to Iowa Code Section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A shall permit continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code Section 801.4, or a fire fighter, as defined in Iowa Code Section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code Section 97A.6, Subsection 16, Iowa Code Section 97B.52, Subsection 2, or Iowa Code Section 411.6, Subsection 15. A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty death benefit.

Iowa Code Section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

Eligibility for continuation and reenrollment are subject to any applicable conditions and limitations in Iowa Code Section 509A.13C. To request coverage

continuation or reenrollment under Iowa Code Section 509A.13C, the surviving spouse, on his/her behalf and on behalf of each surviving child, must provide written notification to the applicable governing body, county board of supervisors, or city council. The governing body, county board of supervisors, or city council must then notify Wellmark of the continuation or reenrollment request.

The governing body, county board of supervisors, or city council is not required to pay for the cost of the coverage for the surviving spouse and children but may choose to pay the cost or a portion of the cost for the coverage. If the full cost of the coverage is not paid by the governing body, county board of supervisors, or city council, the surviving spouse, on his/her behalf and on behalf of each surviving child, may elect to continue the health care coverage by paying that portion of the cost of the coverage not paid by the governing body, county board of supervisors, or city council.

The continuation and reenrollment options are not available if the surviving spouse or surviving child who would otherwise be entitled to continuation or reenrollment under this section was, through the surviving spouse's or surviving child's actions, a substantial contributing factor to the death of the eligible peace officer or fire fighter.

### **Continuation Under Iowa Law**

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to

give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

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## 10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

Neither you nor your provider shall bill Wellmark for services provided under a direct primary care agreement as authorized under Iowa law.

### When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 365 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 365 days of the date of the other carrier's explanation of benefits. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 365 days following the date of service or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 365 days following the date of service.

### How to File a Claim

All claims must be submitted in writing.

#### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

#### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the

claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Medical Claim Form.** Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:
  - Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
  - Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
  - Date(s) of service.
  - Charge for each service.
  - Place of service (office, hospital, etc.).
  - For injury or illness: date and diagnosis.
  - For inpatient claims: admission date, patient status, attending physician ID.
  - Days or units of service.
  - Revenue, diagnosis, and procedure codes.
  - Description of each service.

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**Prescription Drugs Claim Form.** For prescription drugs covered under your medical benefits, use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

### 3. Sign the Claim Form

#### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark  
Station 1E238  
P.O. Box 9291  
Des Moines, IA 50306-9291

**Claims for Services Received Outside the United States.** Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

### Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or

a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize coordination of benefits guidelines. See *Coordination of Benefits*, page 73.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. However, we may adjust a claim due to overpayment or underpayment. In the case of Out-of-Network hospitals, M.D.s, and D.O.s located in Iowa, the health plan payment is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider, plus any difference between the amount charged and our payment.

### Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate

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- preventive screening, genetic counseling, and genetic testing.
- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
  - For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
  - For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
  - Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
  - A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
  - If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
  - Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
  - FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include supporting medical record documentation and a letter or statement from your treating provider that the services or supplies were medically necessary and

your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

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# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 365 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

### **Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

- For a child covered by separated or divorced parents or parents who are not living together, whether or not they have been married:
  - If a court decree states that one of the parents is responsible for the child’s health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent’s coverage pays first. If the parent with responsibility has no health care coverage for the dependent child’s health care expenses, but that parent’s spouse does, that parent’s spouse’s coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
  - If a court decree states that both parents are responsible for the child’s health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
  - If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the

calendar year excluding any temporary visitation.

- For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as outlined previously in this *Dependent Children* section.
- For a dependent child who has coverage under either or both parents’ plans and also has his or her own coverage as a dependent under a spouse’s plan, the plan that covered the dependent for the longer period of time is the primary plan. If the dependent child’s coverage under the spouse’s plan began on the same date as the dependent child’s coverage under either or both parents’ plans, the order of benefits shall be determined, as applicable, as outlined in the first bullet of this *Dependent Children* section, to the dependent child’s parent or parents and the dependent’s spouse.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

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**Coordination with Noncomplying Plans**

If you have coverage with another plan that is excess or always secondary or that does not comply with the preceding rules of coordination, we may coordinate benefits on the following basis:

- If this is the primary plan, we will pay its benefits first.
- If this is the secondary plan, we will pay benefits first, but the amount of benefits will be determined as if this plan were secondary. Our payment will be limited

to the amount we would have paid had this plan been primary.

- If the noncomplying plan does not provide information needed to determine benefits, we will assume that the benefits of the noncomplying plan are identical to this plan and will administer benefits accordingly. If we receive the necessary information within two years of payment of the claim, we will adjust payments accordingly.
- In the event that the noncomplying plan reduces its benefits so you receive less than you would have received if we had paid as the secondary plan and the noncomplying plan was primary, we will advance an amount equal to the difference. In no event will we advance more than we would have paid had this plan been primary, minus any amount previously paid. In consideration of the advance, we will be subrogated to all of your rights against the noncomplying plan. See *Subrogation*, page 90.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

#### **Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its

applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

If a person is enrolled in two or more closed panel plans and if, for any reason including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, coordination of benefits will not apply between that plan and other closed panel plans.

#### **Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

#### **Plans That Provide Benefits as Services**

A secondary plan that provides benefits in the form of services may recover the reasonable cash value of the service from the primary plan, to the extent benefits for the services are covered by the primary plan and have not already been paid or provided by the primary plan.

#### **Coordination with Medicare**

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage and meet the specific Medicare Secondary Payer provisions for the applicable Medicare entitlement reason.

#### **Medicare Part B Drugs**

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

**Working Aged**

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

becomes eligible for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws. For complete information, contact your employer or the Social Security Administration.

**Working Disabled**

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

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**End-Stage Renal Disease (ESRD)**

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare eligibility if both of the following are true:

- The beneficiary is eligible for Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary

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## 12. Appeals

### Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination that denies, reduces, or terminates benefits, or fails to provide payment in whole or in part. Adverse benefit determinations include a denied or reduced claim, a rescission of coverage, or an adverse benefit determination concerning a pre-service notification requirement. Pre-service notification requirements are:

- A precertification request.
- A notification of admission or services.
- A prior approval request.

### How to Request an Internal Appeal

You or your authorized representative, if you have designated one, may appeal an adverse benefit determination within 180 days from the date you are notified of our adverse benefit determination by submitting a written appeal. Appeal forms are available at our website, *Wellmark.com*. See *Authorized Representative*, page 87.

### Medically Urgent Appeal

To appeal an adverse benefit determination involving a medically urgent situation, you may request an expedited appeal, either orally or in writing. Medically urgent generally means a situation in which your health may be in serious jeopardy or, in the opinion of your physician, you may experience severe pain that cannot be adequately controlled while you wait for a decision.

### Non-Medically Urgent Appeal

To appeal an adverse benefit determination that is not medically urgent, you must make your request for a review in writing.

### What to Include in Your Internal Appeal

You must submit all relevant information with your appeal, including the reason for

your appeal. This includes written comments, documents, or other information in support of your appeal. You must also submit:

- Date of your request.
- Your name (please type or print), address, and if applicable, the name and address of your authorized representative.
- Member identification number.
- Claim number from your Explanation of Benefits, if applicable.
- Date of service in question.

If you have difficulty obtaining this information, ask your provider or pharmacist to assist you.

### Where to Send Internal Appeal

Wellmark Blue Cross and Blue Shield  
Special Inquiries  
P.O. Box 9232, Station 5W189  
Des Moines, IA 50306-9232

### Review of Internal Appeal

Your request for an internal appeal will be reviewed only once. The review will take into account all information regarding the adverse benefit determination whether or not the information was presented or available at the initial determination. Upon request, and free of charge, you will be provided reasonable access to and copies of all relevant records used in making the initial determination. Any new information or rationale gathered or relied upon during the appeal process will be provided to you prior to Wellmark issuing a final adverse benefit determination and you will have the opportunity to respond to that information or to provide information.

The review will not be conducted by the original decision makers or any of their subordinates. The review will be conducted

without regard to the original decision. If a decision requires medical judgment, we will consult an appropriate medical expert who was not previously involved in the original decision and who has no conflict of interest in making the decision. If we deny your appeal, in whole or in part, you may request, in writing, the identity of the medical expert we consulted.

## Decision on Internal Appeal

The decision on appeal is the final internal determination. Once a decision on internal appeal is reached, your right to internal appeal is exhausted.

### Medically Urgent Appeal

For a medically urgent appeal, you will be notified (by telephone, e-mail, fax or another prompt method) of our decision as soon as possible, based on the medical situation, but no later than 72 hours after your expedited appeal request is received. If the decision is adverse, a written notification will be sent.

### All Other Appeals

For all other appeals, you will be notified in writing of our decision. Most appeal requests will be determined within 30 days and all appeal requests will be determined within 60 days.

## External Review

You have the right to request an external review of a final adverse determination involving a covered service when the determination involved:

- Medical necessity.
- Appropriateness of services or supplies, including health care setting, level of care, or effectiveness of treatment.
- Investigational or experimental services or supplies.
- Concurrent review or admission to a facility. See *Notification Requirements and Care Coordination*, page 41.
- A rescission of coverage.

An adverse determination eligible for external review does not include a denial of

coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

### Have you exhausted the appeal process?

Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

**Requesting an external review.** You or your authorized representative may request an external review through the Iowa Insurance Division by completing an External Review Request Form and submitting the form as described in this section. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at [Wellmark.com](http://Wellmark.com), by contacting the Iowa Insurance Division, or by visiting the Iowa Insurance Division's website at [www.iid.iowa.gov](http://www.iid.iowa.gov).

You will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on your request for external review.

Requests must be filed in writing at the following address, no later than four months after you receive notice of the final adverse benefit determination:

Iowa Insurance Division  
1963 Bell Avenue, Suite 100  
Des Moines, IA 50315  
Fax: 515-654-6500  
E-mail:  
[iid.marketregulation@iid.iowa.gov](mailto:iid.marketregulation@iid.iowa.gov)

**How the review works.** Upon notification that an external review request has been filed, Wellmark will make a

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preliminary review of the request to determine whether the request may proceed to external review. Following that review, the Iowa Insurance Division will decide whether your request is eligible for an external review, and if it is, the Iowa Insurance Division will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the Iowa Insurance Division receives your request for an external review.

**Need help?** You may contact the Iowa Insurance Division at **877-955-1212** at any time for assistance with the external review process.

### **Expedited External Review**

You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the Iowa Insurance

Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

### **Arbitration and Legal Action**

You shall not start arbitration or legal action against us until you have exhausted the appeal procedure described in this section. See the *Arbitration and Legal Action* section and *Governing Law*, page 89, for important information about your arbitration and legal action rights after you have exhausted the appeal procedures in this section.

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## 13. Arbitration and Legal Action

PLEASE READ THIS SECTION CAREFULLY

### Mandatory Arbitration

You shall not start an action against us on any Claims (as defined below) unless you have first exhausted the appeal processes described in the *Appeals* section of this summary plan description.

Except as solely discussed below, this section provides that Claims must be resolved by binding mandatory arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or a jury. Arbitration procedures are simpler and more limited than in court.

### Covered Claims

Except as solely stated below, you or we must arbitrate any claim, dispute or controversy arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan (any and/or all of the foregoing called "Claims").

Except as stated below, all Claims are subject to mandatory arbitration, no matter what legal theory they are based, whether in law or equity, upon or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone

making a claim through us or you, such as a covered family member, employee, agent, representative, or an affiliated or subsidiary company. For purposes of this *Arbitration and Legal Action* section, the words "we," "us," and "our" refer to Wellmark, Inc., and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

### No Class Arbitrations and Class Actions Waiver

YOU UNDERSTAND AND AGREE THAT YOU AND WE BOTH ARE VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING PENDING BETWEEN YOU AND US. YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS AND ANY OTHER COLLECTIVE OR REPRESENTATIVE ACTIONS. Neither you nor we consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of Claims. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. Claims of two or more persons may not be combined in the same arbitration, unless both you and we agree to do so.

### Claims Excluded from Mandatory Arbitration

- Small Claims – individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- Claims Excluded By Applicable Law – federal or state law may exempt certain Claims from mandatory arbitration. **IF**

**AN ARBITRATOR DETERMINES A PARTICULAR CLAIM IS EXCLUDED FROM ARBITRATION BY FEDERAL OR STATE LAW, CLAIMS EXCLUDED BY APPLICABLE LAW, LATER IN THIS SECTION, AND GOVERNING LAW, PAGE 89, WILL APPLY TO THE PARTIES AND SUCH PARTICULAR CLAIM.**

### **Arbitration Process Generally**

- No demand for arbitration of a Claim because of a health benefit claim under this plan, or because of the alleged breach of this plan, shall be made more than two years after the end of the calendar year in which the services or supplies were provided.
- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to the Federal Arbitration Act (“FAA”) (to the exclusion of any state laws inconsistent therewith), this arbitration provision and the applicable AAA Consumer Arbitration Rules in effect when the Claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website ([www.adr.org](http://www.adr.org)). You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Either you or we may apply to a court for emergency, temporary or preliminary injunctive relief or an order in aid of arbitration (i) prior to the appointment of an arbitrator or (ii) after the arbitrator makes a final award and closes the arbitration. Once an arbitrator has been appointed until the arbitration is closed, emergency, temporary or preliminary injunctive relief may only be granted by the arbitrator. Either you or we may apply to a court for enforcement of any emergency, temporary or preliminary injunctive relief granted by the arbitrator.
- Arbitration may be compelled at any time by either party, even where there is a pending lawsuit in court, unless a trial has begun or a final judgment has been entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To invoke arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accordance with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect plan information and other confidential information of either party if requested to do so. The parties agree that the scope of discovery will be limited to non-privileged information that is relevant to the Claim, and consistent with the parties’ intent, the arbitrator shall ensure that allowed discovery is reasonable in scope, cost-effective and non-onerous to either party. The arbitrator shall apply the FAA and other applicable substantive law not inconsistent with the FAA, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief written statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration and shall not have any bearing on any other person or dispute.

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**IF ARBITRATION IS INVOKED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

### **Arbitration Fees and Other Costs**

The AAA Rules determine what costs you and we will pay to the AAA in connection with the arbitration process. In most instances, your responsibility for filing, administrative and arbitrator fees to pursue a Claim in arbitration will not exceed \$200. However, if the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the arbitrator will use the AAA Rules to determine whether you or we are responsible for the filing, administrative and arbitrator fees.

You may wish to consult with or be represented by an attorney during the arbitration process. Each party is responsible for its own attorney's fees and other expenses, such as witness fees and expert witness costs.

### **Confidentiality**

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order, as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors of a party who is an individual.

### **Questions of Arbitrability**

You and we mutually agree that the arbitrator, and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section, whether you and we are bound by it, and whether this Section applies to a particular Claim.

### **Claims Excluded By Applicable Law**

If an arbitrator determines a particular Claim is excluded from arbitration by federal or state law, you and we agree that the following terms will apply to any legal or equitable action brought in court because of such Claim:

- You shall not bring any legal or equitable action against us because of a health benefit claim under this plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.
- Any action brought because of a Claim under this plan will be litigated in the state or federal courts located in the state of Iowa and in no other.
- **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**
- **FURTHER, YOU AND WE BOTH WAIVE ANY RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY CLAIM.**

### **Survival and Severability of Terms**

This *Arbitration and Legal Action* section will survive termination of the plan. If any portion of this provision is deemed invalid or unenforceable under any law or statute it will not invalidate the remaining portions of this *Arbitration and Legal Action* section or the plan. To the extent a Claim qualifies for mandatory arbitration and there is a conflict or inconsistency between the AAA Rules

and this *Arbitration and Legal Action* section, this *Arbitration and Legal Action* section will govern.

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## 14. General Provisions

### Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

### Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

### Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan

administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

### Authority to Terminate, Amend, or Modify

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

### Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 55.

### Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at *Wellmark.com* or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your

authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your representative at a time. You may revoke the authorized representative at any time.

### **Release of Information**

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

### **Privacy of Information**

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

### **Treatment**

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

### **Payment**

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

### **Health Care Operations**

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

### **Other Disclosures**

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

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## Member Health Support Services

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365<sup>®</sup>, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations

(ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

## Nonassignment

Except as required by law, benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Whether made before or after services are provided, you are prohibited from assigning any claim. You are further prohibited from assigning any cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan, even if assignment includes the provider's rights to receive payment, will be null and void. Nothing contained in this group health plan shall be construed to make the health plan or Wellmark liable to any third party to whom a member may be liable for medical care, treatment, or services.

## Governing Law

To the extent not superseded by the laws of the United States, the group health plan will be construed in accordance with and governed by the laws of the state of Iowa.

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## Medicaid Enrollment and Payments to Medicaid

### Assignment of Rights

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

### Enrollment Without Regard to Medicaid

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

### Acquisition by States of Rights of Third Parties

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

### Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

### Subrogation

For purposes of this "Subrogation" section, "third party" includes, but is not limited to, any of the following:

- The responsible person or that person's insurer;
- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;

- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance; and
- Any other payment from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

### Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

### Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

Once you receive benefits under this group health plan arising from an illness or injury, we will assume any legal rights you have to collect compensation, damages, or any other payment related to the illness or injury from any third party.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment

is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

### **Procedures for Subrogation and Reimbursement**

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement

agreement between you and the third party or his insurer or your insurer;

- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 5W580  
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.

- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the “make whole” rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys’ fees or other expenses incurred in obtaining any recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment

structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

### **Workers’ Compensation**

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

### **Payment in Error**

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

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

## Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

## Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

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## Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

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# Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

**Accidental Injury.** An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

**Admission.** Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Medically necessary services or supplies that qualify for payment under this group health plan.

**BlueCard Program.** The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

**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.

**Habilitative Services.** Health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**Illness or Injury.** Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

**Inpatient.** Services received, or a person receiving services, while admitted to a health care facility for at least an overnight stay.

**Medically Urgent.** A situation where a longer, non-urgent response time could seriously jeopardize the life or health of the plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

**Medicare.** The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

**Member.** A person covered under this group health plan.

**Office.** An office setting is the room or rooms in which the practitioner or staff provide patient care.

**Out-of-Network Provider.** A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

**Outpatient.** Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield network in another state or service area, but not with a preferred provider program. Pharmacies that contract

with our pharmacy benefits manager are considered Participating Providers.

**Plan Member.** The person who signed for this group health plan.

**Plan Year.** A date used for purposes of determining compliance with federal legislation.

**PPO Provider.** A facility or practitioner that participates with a Blue Cross or Blue Shield preferred provider program.

**Services or Supplies.** Any services, supplies, treatments, devices, or drugs, as applicable in the context of this summary plan description, that may be used to diagnose or treat a medical condition.

**Spouse.** A man or woman lawfully married to a covered member.

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

**We, Our, Us.** Wellmark Blue Cross and Blue Shield.

**X-ray and Lab Services.** Tests, screenings, imagings, and evaluation procedures identified in the American Medical Association's Current Procedural Terminology (CPT) manual, Standard Edition, under *Radiology Guidelines* and *Pathology and Laboratory Guidelines*.

**You, Your.** The plan member and family members eligible for coverage under this group health plan.

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

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

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

**DRAFT**

Group Effective Date: 7/1/2021  
Plan Year: July 1  
Coverage Code: 6MH

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

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

## NOTICE

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

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# About This Summary Plan Description

## Important Information

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

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

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

## Charts

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

## Complete Information

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

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

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

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

## Read Thoroughly

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

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

## Plan Description

<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.

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

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

## Questions

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

# 1. What You Pay

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

## Provider Network

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

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

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

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

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## Payment Summary

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

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

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

## Payment Details

### Deductible

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

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

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

Once you meet the deductible, then coinsurance applies.

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

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

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

### Coinsurance

Coinsurance is an amount you pay for certain covered services. Coinsurance is calculated by multiplying the fixed percentage(s) shown earlier in this section times Wellmark's payment arrangement amount. Payment arrangements may differ depending on the contracting status of the provider and/or the state where you receive services. For details, see *How Coinsurance is Calculated*, page 49. Coinsurance amounts apply after you meet the deductible.

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

### Out-of-Pocket Maximum

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

- Deductible.
- Coinsurance.

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

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

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

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

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

### Benefits Maximums

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

Benefits maximums 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.

## Waived Payment Obligations

Some payment obligations are waived for the following covered services.

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

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

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

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

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

†Preventive care, excluding well-child, received from Participating and Out-of-Network providers waives payment obligations up to \$500 per benefit year for the employee, retiree, and covered spouse and \$250 per benefit year for covered children age seven and older. Once this maximum is met, preventive care received from Participating and Out-of-Network providers is subject to deductible and coinsurance, as applicable.

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

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

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

The headings in this chart provide the following information:

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

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

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

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

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

Category	Covered	Not Covered	See Page	Benefits Maximums
Acupuncture Treatment		⊘	13	
Allergy Testing and Treatment	●		13	
Ambulance Services	●		13	
Anesthesia	●		14	
Autism Treatment	●		14	Applied Behavior Analysis (ABA) services for the treatment of autism spectrum disorder for children age 18 and younger: <ul style="list-style-type: none"> <li>■ For children through age six: <b>\$36,000</b> per calendar year.</li> <li>■ For children age seven through age 13: <b>\$25,000</b> per calendar year.</li> <li>■ For children age 14 through age 18: <b>\$12,500</b> per calendar year.</li> </ul>
Blood and Blood Administration	●		15	
Chemical Dependency Treatment	●		15	
Chemotherapy and Radiation Therapy	●		15	

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

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Category	Covered	Not Covered	See Page	Benefits Maximums
<b>Physical Therapy</b>	●		24	
<b>Physicians and Practitioners</b>			25	
Advanced Registered Nurse Practitioners	●		25	
Audiologists	●		25	
Chiropractors	●		25	
Doctors of Osteopathy	●		25	
Licensed Independent Social Workers	●		25	
Medical Doctors	●		25	
Occupational Therapists	●		25	
Optometrists	●		25	
Oral Surgeons	●		25	
Physical Therapists	●		25	
Physician Assistants	●		25	
Podiatrists	●		25	
Psychologists	●		25	
Speech Pathologists	●		25	
<b>Prescription Drugs</b>	●		25	
<b>Preventive Care</b>	●		26	Well-child care until the child reaches age seven.
<b>Prosthetic Devices</b>	●		27	
<b>Reconstructive Surgery</b>	●		27	
<b>Self-Help Programs</b>		⊖	27	
<b>Sleep Apnea Treatment</b>	●		27	
<b>Social Adjustment</b>		⊖	27	
<b>Speech Therapy</b>	●		27	
<b>Surgery</b>	●		28	
<b>Telehealth Services</b>	●		28	
<b>Temporomandibular Joint Disorder (TMD)</b>	●		28	
<b>Transplants</b>	●		28	
<b>Travel or Lodging Costs</b>		⊖	28	
<b>Vision Services (related to an illness or injury)</b>	●		29	
<b>Wigs or Hairpieces</b>	●		29	One wig or hairpiece per lifetime.
<b>X-ray and Laboratory Services</b>	●		29	

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## 3. Details - Covered and Not Covered

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

### Acupuncture Treatment

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

### Allergy Testing and Treatment

**Covered.**

### Ambulance Services

**Covered:**

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

All of the following are required to qualify for benefits:

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

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

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

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

All of the following are required to qualify for benefits:

- The services required to treat your illness or injury are not available in

the facility where you are currently receiving care.

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

**Not Covered:**

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

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## Anesthesia

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

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

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## Autism Spectrum Disorder Treatment

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

**Benefits Maximum:**

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

**Not Covered:**

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

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## Blood and Blood Administration

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

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## Chemical Dependency Treatment

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

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

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

### Not Covered:

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

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

### See Also:

*Hospitals and Facilities* later in this section.

*Notification Requirements and Care Coordination*, page 43.

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## Chemotherapy and Radiation Therapy

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

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## Clinical Trials – Routine Care Associated with Clinical Trials

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

### Not Covered:

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

standards of care for a particular diagnosis.

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## Contraceptives

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

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

**Not Covered:**

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

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

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## Conversion Therapy

**Not Covered:** Conversion therapy services.

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## Cosmetic Services

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

**See Also:**

*Reconstructive Surgery* later in this section.

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## Counseling and Education Services

**Covered:**

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

**Not Covered:**

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

**See Also:**

*Genetic Testing* later in this section.

*Education Services for Diabetes and Nutrition* later in this section.

*Mental Health Services* later in this section.

*Preventive Care* later in this section.

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## Dental Services

**Covered:**

- Dental treatment for accidental injuries when all of the following requirements are met:
  - Initial treatment is received within 12 months of the injury.
  - Follow-up treatment is completed within 24 months.
- Anesthesia (general) and hospital or ambulatory surgical facility services related to covered dental services if:
  - You are under age 14 and, based on a determination by a licensed dentist and your treating physician, you have a dental or developmental condition for which patient

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

**Not Covered:**

- General dentistry including, but not limited to, diagnostic and preventive services, restorative services, endodontic services, periodontal services, indirect fabrications, dentures and bridges, and orthodontic services unrelated to accidental injuries or management of cleft palate.

- Injuries associated with or resulting from the act of chewing.
- Maxillary or mandibular tooth implants (osseointegration) unrelated to accidental injuries or abnormal changes in the mouth due to injury or disease.

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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 and Nutrition**

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

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

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

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

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

- Underweight.

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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 51.

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## Fertility and Infertility Services

**Covered:**

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

**Benefits Maximum:**

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

**Not Covered:**

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

**See Also:**

*Prescription Drugs* later in this section.

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## Genetic Testing

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

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

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## Hearing Services

**Covered:**

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

**Not Covered:**

- Hearing aids.
- Routine hearing examinations.

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## Home Health Services

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

- You require a medically necessary skilled service such as skilled nursing, physical therapy, or speech therapy.

- Services are received from an agency accredited by the Joint Commission for Accreditation of Health Care Organizations (JCAHO) and/or a Medicare-certified agency.
- Services are prescribed by a physician and approved by Wellmark for the treatment of illness or injury.
- Services are not more costly than alternative services that would be effective for diagnosis and treatment of your condition.

The following are covered services and supplies:

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

#### **Short-Term Home Skilled**

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

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

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

#### **Inhalation Therapy.**

#### **Medical Equipment.**

#### **Medical Social Services.**

#### **Medical Supplies.**

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

**Oxygen and Equipment** for its administration.

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

#### **Physical Therapy.**

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

#### **Prosthetic Devices and Braces.**

#### **Speech Therapy.**

#### **Not Covered:**

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

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### **Home/Durable Medical Equipment**

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

- The equipment is ordered by a provider within the scope of his or her license and there is a written prescription.
- Durable enough to withstand repeated use.

- Primarily and customarily manufactured to serve a medical purpose.
- Used to serve a medical purpose.
- Standard or basic home/durable medical equipment that will adequately meet the medical needs and that does not have certain deluxe/luxury or convenience upgrade or add-on features.

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

**See Also:**

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

*Orthotics (Foot)* later in this section.

*Prosthetic Devices* later in this section.

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## Hospice Services

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

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

**Benefits Maximum:**

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

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## Hospitals and Facilities

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

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

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

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

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

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

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

Precertification is required. For information on how to precertify, refer to *Precertification in the Notification Requirements and Care Coordination* section of this summary plan

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description, or call the Customer Service number on your ID card.

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

**Not Covered:**

- Long Term Acute Care Facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.

**See Also:**

*Chemical Dependency Treatment* earlier in this section.

*Mental Health Services* later in this section.

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## Illness or Injury Services

**Covered:**

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

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

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

**Not Covered:**

- Long term acute care services typically provided by a long term acute care facility.
- Room and board provided while a patient at an intermediate care facility or similar level of care.

- Routine foot care, including related services or supplies, except as described under *Covered*.

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## Inhalation Therapy

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

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## Maternity Services

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

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

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

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

Coverage includes two follow-up postpartum home visits by a registered nurse (R.N.). This nurse must be from a home health agency under contract with Wellmark or employed by the delivering physician.

If you have a newborn child, but you do not add that child to your coverage, your

newborn child may be added to your coverage solely for the purpose of administering benefits for the newborn during the first 48 hours following a vaginal delivery or 96 hours following a cesarean delivery. If that occurs, a separate deductible and coinsurance will be applied to your newborn child unless your coverage specifically waives the deductible or coinsurance for your newborn child.

**See Also:**

*Coverage Change Events*, page 57.

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## Medical and Surgical Supplies and Personal Convenience Items

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

- Dressings and casts.
- Oxygen and equipment needed to administer the oxygen.
- Diabetic equipment and supplies purchased from a covered provider.

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

- Band-aids, gauze, bandages, tape, non-sterile gloves, thermometers, heating pads, cooling devices, cold packs, heating devices, hot water bottles, home enema equipment, sterile water, bed boards, alcohol wipes, or incontinence products;
- Elastic stockings or bandages including trusses, lumbar braces, garter belts, and similar items that can be purchased without a prescription;
- Escalators, elevators, ramps, stair glides, emergency/alert equipment, handrails, heat appliances, improvements made to a member's house or place of business, or adjustments made to vehicles;
- Household supplies including, but not limited to: deluxe/luxury equipment or

non-essential features, such as motor-driven chairs or bed, electric stair chairs or elevator chairs, or sitz bath;

- Items not primarily and customarily manufactured to serve a medical purpose or which can be used in the absence of illness or injury including, but not limited to, air conditioners, hot tubs, or swimming pools;
- Items that do not serve a medical purpose or are not needed to serve a medical purpose;
- Rental or purchase of equipment if you are in a facility which provides such equipment;
- Rental or purchase of exercise cycles, physical fitness, exercise and massage equipment, ultraviolet/tanning equipment, or traction devices; and
- 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 (Foot)* later in this section.

*Prosthetic Devices* later in this section.

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## Mental Health Services

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

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

- The disorder is classified as a mental health condition in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V)* or subsequent revisions, except as otherwise provided in this summary plan description.

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- The disorder is listed only as a mental health condition and not dually listed elsewhere in the most current version of *International Classification of Diseases, Clinical Modification* used for diagnosis coding.

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

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

**Not Covered:** Treatment for:

- Certain disorders related to early childhood, such as academic underachievement disorder.
- Communication disorders, such as stuttering and stammering.
- Impulse control disorders.
- Conditions that are not pervasive developmental and learning disorders.
- Sensitivity, shyness, and social withdrawal disorders.
- Sexual disorders.

- Room and board provided while participating in a clinically managed low intensity residential treatment setting, also known as supervised living.
- Recreational activities or therapy, social activities, meals, excursions or other activities not considered clinical treatment, while participating in residential psychiatric treatment programs.

**See Also:**

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

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## 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.
- Massage therapy.

**Benefits Maximum:**

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

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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

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billed separately, and any services or supplies that are nonmedical.

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## Nutritional and Dietary Supplements

### Covered:

- Nutritional and dietary supplements that cannot be dispensed without a prescription issued by or authorized by a licensed health care practitioner and are prescribed by a licensed health care practitioner for permanent inborn errors of metabolism, such as PKU.
- Enteral and nutritional therapy only when prescribed feeding is administered through a feeding tube, except for permanent inborn errors of metabolism.

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

- Food products.
- Grocery items or food products that are modified for special diets for individuals with inborn errors of metabolism but which can be purchased without a prescription issued by or authorized by a licensed healthcare practitioner, including low protein/low phe grocery items.
- Herbal products.
- Fish oil products.
- Medical foods, except as described under *Covered*.
- Minerals.
- Supplementary vitamin preparations.
- Multivitamins.

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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 (Foot)

**Covered:** Orthotics training.

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

### See Also:

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

*Prosthetic Devices* later in this section.

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## Physical Therapy

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

- The goal of the physical therapy is improvement of an impairment or functional limitation.
- The potential for rehabilitation or habilitation is significant in relation to the extent and duration of services.
- The expectation for improvement is in a reasonable (and generally predictable) period of time.

- There is evidence of improvement by successive objective measurements whenever possible.

**Not Covered:**

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

**Physicians and Practitioners**

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

**Advanced Registered Nurse**

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

**Audiologists.****Chiropractors.****Doctors of Osteopathy (D.O.).****Licensed Independent Social Workers.****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 37.

**Prescription Drugs****Covered:**

- When you are an inpatient or outpatient of a facility.
  - Any state sales tax associated with the purchase of a covered prescription drug.
- Prescription drugs and medicines that may be covered under your medical benefits include:

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

**Infertility Prescription Drugs.****Intravenous Administration.**

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

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

**Not Covered:**

- Antigen therapy.
- Medication Therapy Management (MTM) when billed separately.
- Prescription drugs or pharmacy durable medical equipment devices that are not FDA-approved.
- Insulin.

- Prescription drugs and devices used to treat nicotine dependence.
- Prescription drugs other than as stated earlier in this section.

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

**See Also:**

*Contraceptives* earlier in this section.

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

*Notification Requirements and Care Coordination*, page 43.

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## Preventive Care

**Covered:** Preventive care such as:

- Breastfeeding support, supplies, and one-on-one lactation consultant services, including counseling and education, provided during pregnancy and/or the duration of breastfeeding received from a provider acting within the scope of their licensure or certification under state law.
- Colonoscopies.
- Digital breast tomosynthesis (3D mammogram).
- Gynecological examinations.
- Mammograms.
- Medical evaluations and counseling for nicotine dependence per U.S. Preventive Services Task Force (USPSTF) guidelines.
- Pap smears.
- Physical examinations.
- Preventive items and services including, but not limited to:
  - Items or services with an “A” or “B” rating in the current recommendations of the United States Preventive Services Task Force (USPSTF);
  - Immunizations as recommended by the Advisory Committee on

Immunization Practices of the Centers for Disease Control and Prevention (ACIP);

- Preventive care and screenings for infants, children and adolescents provided for in the guidelines supported by the Health Resources and Services Administration (HRSA); and
- Preventive care and screenings for women provided for in guidelines supported by the HRSA.
- Well-child care including age-appropriate pediatric preventive services, as defined by current recommendations for Preventive Pediatric Health Care of the American Academy of Pediatrics. Pediatric preventive services shall include, at minimum, a history and complete physical examination as well as developmental assessment, anticipatory guidance, immunizations, and laboratory services including, but not limited to, screening for lead exposure as well as blood levels.

**Benefits Maximum:**

- Well-child care until the child reaches age seven.

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

**Not Covered:**

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

**See Also:**

*Hearing Services* earlier in this section.

*Vision Services* later in this section.

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## Prosthetic Devices

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

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

**Not Covered:**

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

**See Also:**

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

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

*Orthotics (Foot)* earlier in this section.

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## Reconstructive Surgery

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

- Reconstruction of the breast on which the mastectomy has been performed.

- Surgery and reconstruction of the other breast to produce a symmetrical appearance.
- Prostheses.
- Treatment of physical complications of the mastectomy, including lymphedemas.

**See Also:**

*Cosmetic Services* earlier in this section.

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## Self-Help Programs

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

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## Sleep Apnea Treatment

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

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

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## Social Adjustment

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

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## Speech Therapy

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

**Not Covered:**

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

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## Surgery

**Covered.** This includes the following:

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

**See Also:**

*Dental Services* earlier in this section.

*Reconstructive Surgery* earlier in this section.

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## Telehealth Services

**Covered:** You are covered for telehealth services delivered to you by a covered practitioner acting within the scope of his or her license or certification or by a practitioner contracting through Doctor on Demand via real-time, interactive audio-visual technology or web-based mobile device or similar electronic-based communication network. Services must be delivered in accordance with applicable law and generally accepted health care practices.

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

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

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## Temporomandibular Joint Disorder (TMD)

**Covered.**

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

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## Transplants

**Covered:**

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

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

Transplants are subject to case management.

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

**Not Covered:**

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

**See Also:**

*Ambulance Services* earlier in this section.

*Case Management*, page 47.

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## Travel or Lodging Costs

**Not Covered.**

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## Vision Services

**Covered:**

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

**Not Covered:**

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

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## Wigs or Hairpieces

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

**Benefits Maximum:**

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

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## X-ray and Laboratory Services

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

**See Also:**

*Preventive Care* earlier in this section.

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

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

### Conditions of Coverage

#### Medically Necessary

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

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

- Provided in accordance with generally accepted standards of medical practice. Generally accepted standards of medical practice are based on:
    - Nationally recognized utilization management standards as utilized by Wellmark; or
    - Wellmark's published Medical and Drug Policies as determined applicable by Wellmark; or
    - Credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; or
    - Physician Specialty Society recommendations and the views of physicians practicing in the relevant clinical area.
  - Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease,
  - Not provided primarily for the convenience of the patient, physician, or other health care provider, and
  - Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.
- An alternative service, supply, device, or drug may meet the criteria of medical necessity for a specific condition. If alternatives are substantially equal in clinical effectiveness and use similar therapeutic agents or regimens, we reserve the right to approve the least costly alternative.
- If you receive services that are not medically necessary, you are responsible for the cost if:
- You receive the services from an Out-of-Network Provider; or
  - You receive the services from a PPO or Participating provider in the Wellmark service area and:
    - The provider informs you in writing before rendering the services that

- Wellmark determined the services to be not medically necessary; and
- The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

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

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

### Member Eligibility

Another general condition of coverage is that the person who receives services must meet requirements for member eligibility. See *Coverage Eligibility and Effective Date*, page 53.

### General Exclusions

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

#### Investigational or Experimental

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

whether a service, supply, device, biological product, or drug is considered investigational or experimental is applied to medical, surgical, mental health, and chemical dependency treatment services, as applicable.

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

- It has final approval from the appropriate governmental regulatory bodies.
- The scientific evidence must permit conclusions concerning its effect on health outcomes.
- It improves the net health outcome.
- It is as beneficial as any established alternatives.
- The health improvement is attainable outside the investigational setting.

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

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

- You receive the services from an Out-of-Network Provider; or
- You receive the services from a PPO or Participating provider in the Wellmark service area and:

- The provider informs you in writing before rendering the services that Wellmark determined the services to be investigational or experimental; and
- The provider gives you a written estimate of the cost for such services and you agree in writing, before receiving the services, to assume the payment responsibility.

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

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

**See Also:**

*Clinical Trials*, page 15.

**Complications of a Noncovered Service**

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

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

**Nonmedical or Administrative Services**

You are not covered for telephone consultations, charges for failure to keep scheduled appointments, charges for completion of any form, charges for medical information, recreational therapy and other sensory-type activities, administrative

services (such as interpretive services, pre-care assessments, health risk assessments, case management, care coordination, or development of treatment plans) when billed separately, and any services or supplies that are nonmedical.

**Provider Is Family Member**

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

**Covered by Other Programs or Laws**

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

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

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**Workers' Compensation**

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

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

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

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

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

### Wellmark Medical and Drug Policies

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

### Benefit Limitations

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

- A service or supply that is not covered under this group health plan is your responsibility.
- If a covered service or supply reaches a benefits maximum, it is no longer eligible for benefits. (A maximum may renew at the next benefit year.) See *Details – Covered and Not Covered*, page 13.
- If you receive benefits that reach a lifetime benefits maximum applicable to any specific service, then you are no longer eligible for benefits for that service under this group health plan. See

*Benefits Maximums*, page 4, and *At a Glance—Covered and Not Covered*, page 9.

- If you do not obtain precertification for certain medical services, benefits can be denied. You are responsible for benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 43.
- If you do not obtain prior approval for certain medical services, benefits will be denied on the basis that you did not obtain prior approval. Upon receiving an Explanation of Benefits (EOB) indicating a denial of benefits for failure to request prior approval, you will have the opportunity to appeal (see the *Appeals* section) and provide us with medical information for our consideration in determining whether the services were medically necessary and a benefit under your medical benefits. Upon review, if we determine the service was medically necessary and a benefit under your medical benefits, benefits for that service will be provided according to the terms of your medical benefits.  
You are responsible for these benefit denials only if you are responsible (not your provider) for notification. A PPO Provider in Iowa or South Dakota will handle notification requirements for you. If you see a PPO Provider outside Iowa or South Dakota, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 43.
- The type of provider you choose can affect your benefits and what you pay. See *Choosing a Provider*, page 37, and

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*Factors Affecting What You Pay*, page 49. An example of a charge that depends on the type of provider includes, but is not limited to:

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

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## 5. Choosing a Provider

### Provider Network

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

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

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

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

See *What You Pay*, page 3 and *Factors Affecting What You Pay*, page 49.

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

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

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

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

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

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

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

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

## Services Outside the Wellmark Service Area

### BlueCard Program

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

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

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

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

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

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

- Claims are filed for you.
- These providers agree to accept payment arrangements or negotiated prices of the Blue Cross and/or Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The group health plan payment is sent directly to the providers.
- Wellmark requires claims to be filed within 365 days following the date of service. However, if the PPO or Participating provider’s contract with the Host Blue has a requirement that a claim be filed in a timeframe exceeding 365 days following the date of service, Wellmark will process the claim according to the Host Blue’s contractual filing requirement. If you receive services from an Out-of-Network

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Provider, the claim has to be filed within 365 days following the date of service.

Typically, when you receive covered services from PPO or Participating providers outside the Wellmark service area, you are responsible for notification requirements. See *Notification Requirements and Care Coordination*, page 43. However, if you are admitted to a BlueCard facility outside the Wellmark service area, any PPO or Participating provider should handle notification requirements for you.

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

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

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

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

### **BlueCard® Program**

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

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

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

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

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

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

Federal or state laws or regulations may require a surcharge, tax, or other fee that applies to insured accounts. If applicable, we will include any such surcharge, tax, or

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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 71.

### **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.

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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. **DRAFT**

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

See *Out-of-Network Providers*, page 51.

## 6. Notification Requirements and Care Coordination

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

### Providers and Notification Requirements

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

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

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

You or your authorized representative, if you have designated one, may appeal a denial of benefits resulting from these notification requirements and care coordination programs. See *Appeals*, page 81. Also see *Authorized Representative*, page 89.

### 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> </ul> <p>Denied benefits that result from failure to follow notification requirements are not credited toward your out-of-pocket maximum. See <i>What You Pay</i>, page 3.</p>

**Notification**

<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>	Prior approval helps determine whether a proposed treatment plan is medically necessary and a benefit under your medical benefits. Prior approval is required.
<b>Applies to</b>	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.
<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 style="text-align: center; color: blue; font-size: 2em; font-weight: bold;">DRAFT</p> <p>Wellmark will determine whether the requested service is medically necessary and eligible for benefits based on the written information submitted to us. We will respond to a prior approval request in writing to you and your provider within:</p> <ul style="list-style-type: none"> <li>■ 72 hours in a medically urgent situation.</li> <li>■ 15 days in a non-medically urgent situation.</li> </ul> <p>Prior approval requests must include supporting clinical information to determine medical necessity of the services or supplies.</p>

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

<b>Purpose</b>	Concurrent review is a utilization review conducted during a member's facility stay or course of treatment at home or in a facility setting to determine whether the place or level of service is medically necessary. This care coordination program occurs without any notification required from you.
<b>Applies to</b>	For a complete list of the services subject to concurrent review, visit <i>Wellmark.com</i> or call the Customer Service number on your ID card.
<b>Person Responsible</b>	Wellmark
<b>Process</b>	<p>Wellmark may review your case to determine whether your current level of care is medically necessary.</p> <p>Responses to Wellmark's concurrent review requests must include supporting clinical information to determine medical necessity as a condition of your coverage.</p>
<b>Importance</b>	Wellmark may require a change in the level or place of service in order to continue providing benefits. If we determine that your current facility setting or level of care is no longer medically necessary, we will notify you, your attending physician, and the facility or agency at least 24 hours before your benefits for these services end.

## Case Management

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

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## 7. Factors Affecting What You Pay

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

### Benefit Year

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

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

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

The benefit year is important for calculating:

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

### How Coinsurance is Calculated

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

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

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

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

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

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

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

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

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

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

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

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

## Provider Network

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

## PPO Providers

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

- The PPO payment obligation amounts may be waived or may be less than the Participating and Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.
- The health plan payment is sent directly to the provider.

## Participating Providers

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

- The Participating payment obligation amounts may be waived or may be less than the Out-of-Network amounts for certain covered services. See *Waived Payment Obligations*, page 5.
- These providers agree to accept Wellmark's payment arrangements, or payment arrangements or negotiated prices of the Blue Cross and Blue Shield Plan with which the provider contracts. These payment arrangements may result in savings.

- The health plan payment is sent directly to the provider.

## Out-of-Network Providers

Wellmark and Blue Cross and/or Blue Shield Plans do not have contracting relationships with Out-of-Network Providers, and they may not accept our payment arrangements. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers. Therefore, when you receive services from Out-of-Network Providers:

- You are responsible for any difference between the amount charged and our payment for a covered service. In the case of services received outside Iowa or South Dakota, our maximum payment for services by an Out-of-Network Provider will generally be based on either the Host Blue's Out-of-Network Provider local payment or the pricing arrangements required by applicable state law. In certain situations, we may use other payment bases, such as the amount charged for a covered service, the payment we would make if the services had been obtained within Iowa or South Dakota, or a special negotiated payment, as permitted under Inter-Plan Programs policies, to determine the amount we will pay for services you receive from Out-of-Network Providers. See *Services Outside the Wellmark Service Area*, page 38.
- 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; denials for failure to follow a required precertification; and the difference between the amount charged and the maximum allowable fee for services from an Out-of-Network Provider. For general exclusions and examples of benefit limitations, see *General Conditions of Coverage, Exclusions, and Limitations*, page 31.

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

except to the extent of any amounts you may owe.

### **Payment Method for Services**

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

### **Provider Payment Arrangements**

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

## 8. Coverage Eligibility and Effective Date

### Enrollment Requirements

Each eligible employee who began work before the effective date of this coverage is eligible to enroll for this coverage on the effective date. New, eligible employees may enroll for coverage on the first day following 30 calendar days following the date of employment (subject to any new employment probationary period your group may have). The application must be received by us no later than 31 days following eligibility.

**Please note:** In addition to the preceding requirements, eligibility is affected by coverage enrollment events and coverage termination events. See *Coverage Change Events*, page 57.

### Eligibility Requirements

The following are eligibility requirements for participating in this health benefits plan.

**Full-time Employees.** An employee is eligible for medical and prescription drug coverage if he/she is a regular full-time employee as defined by his or her respective contract or employee statement of policy as defined by the City of Cedar Falls.

**Spouses.** A spouse of a plan member is eligible for coverage under a family plan. For definition of spouse, see *Glossary*, page 97.

**Children.** A child is eligible for coverage under a family plan if the child has one of the following relationships to the plan member or an enrolled spouse:

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

- A foster child.
- A natural child a court orders to be covered.

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

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

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

- Under age 26.
- An unmarried full-time student enrolled in an accredited educational institution. Full-time student status continues during:
  - Regularly-scheduled school vacations; and
  - Medically necessary leaves of absence until the earlier of one year from the first day of leave or the date coverage would otherwise end.
- An unmarried child who is deemed disabled. The disability must have existed before the child turned age 26 or while the child was a full-time student. Wellmark considers a dependent disabled when he or she meets the following criteria:
  - Claimed as a dependent on the employee's, plan member's, subscriber's, policyholder's, or retiree's tax return; and
  - Enrolled in and receiving Medicare benefits due to disability; or
  - Enrolled in and receiving Social Security benefits due to disability.
 Documentation will be required.

**Retirees.** You are eligible to continue participating under this health benefits plan if you are covered under this plan on the date that your employment ends with this employer or group sponsor, and any one of the following also applies on that date:

- You have been determined to be eligible to receive a pension benefit from the Iowa Public Employee Retirement System (IPERS) as a result of your own disability or age and service status;
- You have been determined to be eligible for Social Security Disability benefits as a result of your own disability; or
- You have been determined to be eligible for Iowa Code Chapter 411 retirement benefits as a result of your own disability or age and service status.

#### **Retiree Enrollment And Effective**

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

**Self-Payment Provisions.** The first payment (which will include payment for all months since coverage terminated) must be received by the City within forty-five (45) days of the date the retiree elected to continue coverage under the self-payment provisions for retirees. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner coverage will terminate retroactive to the last day of the month for which coverage was paid.

#### **When Coverage Begins**

Coverage begins on the member's effective date. If you have just started a new job, or if a coverage enrollment event allows you to add a new member, ask your employer or group sponsor about your effective date.

Services received before the effective date of coverage are not eligible for benefits.

#### **Late Enrollees**

A late enrollee is a member who declines coverage when initially eligible to enroll and then later wishes to enroll for coverage. However, a member is not a late enrollee if a qualifying enrollment event allows enrollment as a special enrollee, even if the enrollment event coincides with a late enrollment opportunity. See *Coverage Change Events*, page 57.

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 leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The employee portion of the contribution will be required from the active employee to continue coverage. During any period for which an active employee is granted by the City an approved unpaid leave of absence, such active employee will continue to be an active employee under the terms of the plan for the leave of absence period approved by the City. The entire contribution will be required from the active employee to continue coverage. Coverage will terminate under this provision upon expiration of approved leave of absence, or when contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the *COBRA Continuation* section.

**Temporary Layoff**

During any period for which an active employee incurs a temporary layoff and on a basis precluding individual selection, the entire contribution will be required from the individual to continue coverage during the layoff period. Coverage will terminate under this provision when layoff is no longer considered temporary, or when the required contributions are not remitted in a timely manner. Upon termination of coverage under this provision, former active employees may then elect to continue coverage as specified under the COBRA Continuation section.

**Changes to Information Related to You or to Your Benefits**

Wellmark may, from time to time, permit changes to information relating to you or to your benefits. In such situations, Wellmark shall not be required to reprocess claims as a result of any such changes.

**Qualified Medical Child Support Order**

If you have a dependent child and you or your spouse's employer or group sponsor receives a Medical Child Support Order recognizing the child's right to enroll in this group health plan or in your spouse's benefits plan, the employer or group sponsor will promptly notify you or your spouse and the dependent that the order has been received. The employer or group sponsor also will inform you or your spouse and the dependent of its procedures for determining whether the order is a Qualified Medical Child Support Order (QMCSO). Participants and beneficiaries can obtain, without charge, a copy of such procedures from the plan administrator.

A QMCSO specifies information such as:

- Your name and last known mailing address.
- The name and mailing address of the dependent specified in the court order.

- A reasonable description of the type of coverage to be provided to the dependent or the manner in which the type of coverage will be determined.
- The period to which the order applies.

A Qualified Medical Child Support Order cannot require that a benefits plan provide any type or form of benefit or option not otherwise provided under the plan, except as necessary to meet requirements of Iowa Code Chapter 252E (2001) or Social Security Act Section 1908 with respect to group health plans.

The order and the notice given by the employer or group sponsor will provide additional information, including actions that you and the appropriate insurer must take to determine the dependent's eligibility and procedures for enrollment in the benefits plan, which must be done within specified time limits.

If eligible, the dependent will have the same coverage as you or your spouse and will be allowed to enroll immediately. You or your spouse's employer or group sponsor will withhold any applicable share of the cost of the dependent's health care coverage from your compensation and forward this amount to us.

If you are subject to a waiting period that expires more than 90 days after we receive the QMCSO, your employer or group sponsor must notify us when you become eligible for enrollment. Enrollment of the dependent will commence after you have satisfied the waiting period.

The dependent may designate another person, such as a custodial parent or legal guardian, to receive copies of explanations of benefits, checks, and other materials.

Your employer or group sponsor may not revoke enrollment or eliminate coverage for a dependent unless the employer or group

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sponsor receives satisfactory written evidence that:

- The court or administrative order requiring coverage in a group health plan is no longer in effect;
- The dependent's eligibility for or enrollment in a comparable benefits plan that takes effect on or before the date the dependent's enrollment in this group health plan terminates; or
- The employer eliminates dependent health coverage for all employees.

The employer or group sponsor is not required to maintain the dependent's coverage if:

- You or your spouse no longer pay the cost of coverage because the employer or group sponsor no longer owes compensation; or
- You or your spouse have terminated employment with the employer and have not elected to continue coverage.

## Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (FMLA), requires a covered employer to allow an employee with 12 months or more of service who has worked for 1,250 hours over the previous 12 months and who is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite a total of 12 weeks of leave per fiscal year for the birth of a child, placement of a child with the employee for adoption or foster care, care for the spouse, child or parent of the employee if the individual has a serious health condition or because of a serious health condition, the employee is unable to perform any one of the essential functions of the employee's regular position. In addition, FMLA requires an employer to allow eligible employees to take up to 12 weeks of leave per 12-month period for qualifying exigencies arising out of a covered family member's active military duty in support of a contingency operation

and to take up to 26 weeks of leave during a single 12-month period to care for a covered family member recovering from a serious illness or injury incurred in the line of duty during active service.

Any employee taking a leave under the FMLA shall be entitled to continue the employee's benefits during the duration of the leave. The employer must continue the benefits at the level and under the conditions of coverage that would have been provided if the employee had remained employed. **Please note:** The employee is still responsible for paying their share of the premium if applicable. If the employee for any reason fails to return from the leave, the employer may recover from the employee that premium or portion of the premium that the employer paid, provided the employee fails to return to work for any reason other than the reoccurrence of the serious health condition or circumstances beyond the control of the employee.

Leave taken under the FMLA does not constitute a qualifying event so as to trigger COBRA rights. However, a qualifying event triggering COBRA coverage may occur when it becomes known that the employee is not returning to work. Therefore, if an employee does not return at the end of the approved period of Family and Medical Leave and terminates employment with employer, the COBRA qualifying event occurs at that time.

If you have any questions regarding your eligibility or obligations under the FMLA, contact your employer or group sponsor.

## 9. Coverage Changes and Termination

### Open Enrollment Period

City of Cedar Falls will offer an annual enrollment period during which an employee may elect to participate in the plan. Also during this period, currently enrolled employees may change coverage options or choose to waive coverage. Any otherwise eligible employee who has previously waived coverage may elect to participate in the plan provided he or she applies during this enrollment period.

Retirees currently participating in the plan may elect to change their coverage option during this enrollment period. Retirees who have waived coverage since becoming a retiree may not elect to participate in the plan.

The enrollment period will be held annually during the month of **June** with a **July 1<sup>st</sup>** effective date.

Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period, unless there is a coverage removal event.

Certain events may require or allow you to add or remove persons who are covered by this group health plan.

### Coverage Change Events

**Coverage Enrollment Events:** The following events allow you or your eligible child to enroll for coverage. The following events may also allow your spouse to enroll for coverage. Enrollment in the medical plan must be retained for one (1) year or at least until the next open enrollment period unless there is a coverage removal event.

- Birth, adoption, or placement for adoption by an approved agency.
- Marriage.
- Exhaustion of COBRA coverage.
- You or your eligible spouse or your dependent loses eligibility for creditable

coverage or his or her employer or group sponsor ceases contribution to creditable coverage.

- Spouse or dependent loses coverage through his or her employer.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

The following events allow you to add only the new dependent resulting from the event:

- Dependent child resumes status as a full-time student.
- Addition of a biological child by court order. See *Qualified Medical Child Support Order*, page 55.
- Appointment as a child's legal guardian.
- Placement of a foster child in your home by an approved agency.

**Please note:** Retirement is not considered a coverage enrollment event.

**Coverage Removal Events:** If a retiree removes coverage, the retiree is not allowed to enroll in the plan again at any time in the future.

The following events require you to remove the affected family member from your coverage:

- Death.
- Divorce or annulment. Legal separation, also, may result in removal from coverage. If you become legally separated, notify your employer or group sponsor.
- Medicare eligibility. If you become eligible for Medicare, you must notify your employer or group sponsor immediately. If you are eligible for this group health plan other than as a current employee or a current employee's spouse, your Medicare eligibility may terminate this coverage.

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In case of the following coverage removal events, the affected child's coverage may be continued until the end of the month on or after the date of the event:

- Completion of full-time schooling if the child is age 26 or older.
- Child who is not a full-time student or deemed disabled reaches age 26.
- Marriage of a child age 26 or older.

## Reinstatement of Child

**Reinstatement Events.** A child up to age 26 who was removed from coverage may be reinstated on his or her parent's existing coverage under any of the following conditions:

- Involuntary loss of creditable coverage (including, but not limited to, group or *hawk-i* coverage).
- Loss of creditable coverage due to:
  - Termination of employment or eligibility.
  - Death of spouse.
  - Divorce.
- Court ordered coverage for spouse or minor children under the parent's health insurance.
- Exhaustion of COBRA or Iowa continuation coverage.
- The plan member is employed by an employer that offers multiple health plans and elects a different plan during an open enrollment period.
- A change in status in which the employee becomes eligible to enroll in this group health plan and requests enrollment. See *Coverage Enrollment Events* earlier in this section.

**Reinstatement Requirements.** A request for reinstated coverage for a child up to age 26 must be made within 31 days of the reinstatement event. In addition, the following requirements must be met:

- The child must have been covered under the parent's current coverage at the time the child left that coverage to enroll in other creditable coverage.

- The parent's coverage must be currently in effect and continuously in effect during the time the child was enrolled in other creditable coverage.

## Requirement to Notify Group Sponsor

You must notify your employer or group sponsor of an event that changes the coverage status of members. Notify your employer or group sponsor within 60 days in case of the following events:

- A birth, adoption, or placement for adoption.
- Divorce, legal separation, or annulment.
- Your dependent child loses eligibility for coverage.
- You lose eligibility for coverage under Medicaid or the Children's Health Insurance Program (CHIP) (the *hawk-i* plan in Iowa).
- You become eligible for premium assistance under Medicaid or CHIP.

For all other events, you must notify your employer or group sponsor within 60 days of the event.

If you do not provide timely notification of an event that requires you to remove an affected family member, your coverage may be terminated.

If you do not provide timely notification of a coverage enrollment event, the affected person may not enroll until an annual group enrollment period.

## The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Your group health plan will fully comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). If any part of the plan conflicts with USERRA, the conflicting provision will not apply. All other benefits and exclusions of the group health plan will remain

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effective to the extent there is no conflict with USERRA.

USERRA provides for, among other employment rights and benefits, continuation of health care coverage to a covered employee and the employee's covered dependents during a period of the employee's active service or training with any of the uniformed services. The plan provides that a covered employee may elect to continue coverages in effect at the time the employee is called to active service. The maximum period of coverage for an employee and the covered employee's dependents under such an election shall be the lesser of:

- The 24-month period beginning on the date on which the covered employee's absence begins; or
- The period beginning on the date on which the covered employee's absence begins and ending on the day after the date on which the covered employee fails to apply for or return to a position of employment as follows:
  - For service of less than 31 days, no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service and the expiration of eight hours after a period allowing for the safe transportation from the place of service to the covered employee's residence or as soon as reasonably possible after such eight hour period;
  - For service of more than 30 days but less than 181 days, no later than 14 days after the completion of the period of service or as soon as reasonably possible after such period;
  - For service of more than 180 days, no later than 90 days after the completion of the period of service; or
  - For a covered employee who is hospitalized or convalescing from an

illness or injury incurred in or aggravated during the performance of service in the uniformed services, at the end of the period that is necessary for the covered employee to recover from the illness or injury. The period of recovery may not exceed two (2) years.

A covered employee who elects to continue health plan coverage under the plan during a period of active service in the uniformed services may be required to pay no more than 102% of the full premium under the plan associated with the coverage for the employer's other employees. This is true except in the case of a covered employee who performs service in the uniformed services for less than 31 days. When this is the case, the covered employee may not be required to pay more than the employee's share, if any, for the coverage. Continuation coverage cannot be discontinued merely because activated military personnel receive health coverage as active duty members of the uniformed services and their family members are eligible to receive coverage under the TRICARE program (formerly CHAMPUS).

When a covered employee's coverage under a health plan was terminated by reason of service in the uniformed services, the preexisting condition exclusion and waiting period may not be imposed in connection with the reinstatement of the coverage upon reemployment under USERRA. This applies to a covered employee who is reemployed and any dependent whose coverage is reinstated. The waiver of the preexisting condition exclusion shall not apply to illness or injury which occurred or was aggravated during performance of service in the uniformed services.

*Uniformed services* includes full-time and reserve components of the United States Army, Navy, Air Force, Marines and Coast Guard, the Army National Guard, the commissioned corps of the Public Health Service, and any other category of persons

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

## Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.
- The number of individuals covered under this group health plan falls below the number or percentage of eligible individuals required to be covered.
- Your employer sends a written request to terminate coverage.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. When your coverage terminates for all other reasons,

check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

### **Fraud or Intentional Misrepresentation of Material Facts**

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.

**Nonpayment**

If you or your employer or group sponsor fail to make required payments to us when due or within the allowed grace period, your coverage will terminate the last day of the month in which the required payments are due.

**Retiree Termination of Coverage**

Coverage will end on the earliest of the following dates:

- the expiration of the period for which the last monthly payment was made timely for coverage under the plan;
- the last day of the month in which the retiree is no longer receiving or entitled to be receiving, based upon the retiree's own disability or age and service status, a pension benefit from the Iowa Public Employee Retirement System (IPERS), Social Security Disability benefit, or a pension benefit pursuant to Chapter 411 of the Iowa Code;
- the date of death;
- the date the member becomes entitled to Medicare;
- the date this plan is terminated with respect to the City, and there is no successor plan.

Unless otherwise specified under this plan, when coverage terminates, benefits will not be provided for any medical and prescription drug services after the termination date even though these services are furnished as a result of an injury or illness that occurred prior to termination of coverage.

**Coverage Continuation**

When your coverage ends, you may be eligible to continue coverage under this group health plan.

**COBRA Continuation**

COBRA continuation coverage is a temporary extension of group health coverage under the plan under certain circumstances when coverage would

otherwise end. The right to COBRA coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA coverage can become available when you would otherwise lose group health coverage under the plan. It can also become available to your spouse and dependent children, if they are covered under the plan, when they would otherwise lose their group health coverage under the plan. The following paragraphs generally explain COBRA coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The description of COBRA coverage contained here applies only to the group health plan benefits offered under the plan and not to any other benefits offered by your employer or group sponsor (such as life insurance, disability, or accidental death or dismemberment benefits). The plan provides no greater COBRA rights than what COBRA requires. Nothing in the plan is intended to expand the participant's rights beyond COBRA's requirements.

**Coverage Entitlement.** You, your spouse, and/or your dependent child(ren) will be entitled to elect COBRA if you lose your group health coverage under the plan because of a life event known as a *qualifying event*. You may be entitled to continue this coverage under COBRA for a period of 18, 29, or 36 months depending on the qualifying event that causes loss of coverage under this plan. See *Length of Coverage* later in this section.

The following are recognized qualifying events that will entitle you, your spouse, and/or your dependent child(ren) for COBRA Coverage.

You will be entitled to elect COBRA:

- If you lose your group health coverage under the plan because your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

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Your spouse will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both) prior to your qualifying event; or
- Your spouse becomes divorced or legally separated from you.

Your dependent child will be entitled to elect COBRA if he/she loses his/her group health coverage under the plan because any of the following qualifying events happens:

- You die;
- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- You become entitled to Medicare benefits (Part A, Part B or both);
- You and your spouse become divorced or legally separated; or
- The dependent stops being eligible for coverage under the plan as a dependent child.

A child born to, adopted by, or placed for adoption with you during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if you are a qualified beneficiary, you have elected COBRA coverage for yourself. The child's COBRA coverage begins when the child is enrolled under this plan, whether through special enrollment or open enrollment, and it lasts for as long as COBRA coverage lasts for other family members of the employee. To be enrolled under this plan, the child must satisfy the otherwise applicable eligibility requirements (for example, regarding age).

Your child who is receiving benefits under this plan pursuant to a qualified medical child support order (QMCSO) received by your employer or group sponsor during

your period of employment with your employer or group sponsor is entitled to the same rights to elect COBRA as your eligible dependent child.

If you take a Family and Medical Leave Act (FMLA) leave and do not return to work at the end of the leave or terminate coverage during the leave, you (and your spouse and dependent children, if any) will be entitled to elect COBRA if:

- They were covered under the plan on the day before the FMLA leave began or became covered during the FMLA leave; and
- They will lose coverage under the plan because of your failure to return to work at the end of the leave. This means that some individuals may be entitled to elect COBRA at the end of an FMLA leave even if they were not covered under the plan during the leave.

COBRA coverage elected in these circumstances will begin on the last day of the FMLA leave, with the same 18-month maximum coverage period, subject to extension or early termination, generally applicable to the COBRA qualifying events of termination of employment and reduction of hours. For information on how long you may have COBRA coverage, see later in this section, under *Length of Coverage*.

**Qualifying Events.** After a qualifying event occurs and any required notice of that event is properly provided to your employer or group sponsor, COBRA coverage must be offered to each person losing coverage under the plan who is a qualified beneficiary. You, your spouse, and your dependent children could become qualified beneficiaries and would be entitled to elect COBRA if coverage under the plan is lost because of the qualifying event.

COBRA coverage is the same coverage that this plan gives to other participants or beneficiaries under the plan who are not receiving COBRA coverage. Each qualified beneficiary who elects COBRA will have the

same rights under the plan as other participants or beneficiaries covered under the component or components of this plan elected by the qualified beneficiary, including open enrollment and special enrollment rights. Under this plan, qualified beneficiaries who elect COBRA must pay for COBRA coverage.

When the qualifying event is the end of your employment, your reduction of hours of employment, or your death, COBRA coverage will be offered to qualified beneficiaries. You need not notify your employer or group sponsor of any of these three qualifying events.

For the other qualifying events, a COBRA election will be available only if you notify your employer or group sponsor in writing within 60 days after the later of:

- The date of the qualifying event; and
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as a result of the qualifying event.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

**Please note:** If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, you or your dependents will lose your right to elect COBRA.

**Electing Coverage.** To elect COBRA, you must complete the Election form that is part of the COBRA election notice and submit it to Discovery Benefits, LLC. An election notice will be provided to qualified beneficiaries at the time of a qualifying event. You may also obtain a copy of the Election form from your employer or group sponsor. Under federal law, you must have 60 days after the date the qualified beneficiary coverage under the plan terminates, or, if later, 60 days after the date of the COBRA election notice provided to you at the time of the qualifying event to

decide whether you want to elect COBRA under the plan.

Mail the completed Election form to:

Discovery Benefits, LLC  
PO Box 2079  
Omaha, NE 68103

The Election form must be completed in writing and mailed to the individual and address specified above. The following are not acceptable as COBRA elections and will not preserve COBRA rights: oral communications regarding COBRA coverage, including in-person or telephone statements about an individual's COBRA coverage; and electronic communications, including e-mail and faxed communications.

The election must be postmarked 60 days from the termination date or 60 days from the date the COBRA election notice provided at the time of the qualifying event.

**Please note:** If you do not submit a completed Election form within this period, you will lose your right to elect COBRA.

If you reject COBRA before the due date, you may change your mind as long as you furnish a completed Election form before the due date. The plan will only provide continuation coverage beginning on the date the waiver of coverage is revoked.

You do not have to send any payment with your Election form when you elect COBRA. Important additional information about payment for COBRA coverage is included below.

Each qualified beneficiary will have an independent right to elect COBRA. For example, your spouse may elect COBRA even if you do not. COBRA may be elected for only one, several, or for all dependent children who are qualified beneficiaries. You and your spouse (if your spouse is a qualified beneficiary) may elect COBRA on behalf of all of the qualified beneficiaries, and parents may elect COBRA on behalf of their children. Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the COBRA

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election notice will lose his or her right to elect COBRA coverage.

When you complete the Election form, you must notify Discovery Benefits, LLC if any qualified beneficiary has become entitled to Medicare (Part A, Part B, or both) and, if so, the date of Medicare entitlement. If you become entitled to Medicare (or first learn that you are entitled to Medicare) after submitting the Election form, immediately notify Discovery Benefits, LLC of the date of the Medicare entitlement at the address specified above for delivery of the Election form.

Qualified beneficiaries may be enrolled in one or more group health components at the time of a qualifying event. If a qualified beneficiary is entitled to a COBRA election as the result of a qualifying event, he or she may elect COBRA under any or all of the group health components under which he or she was covered on the day before the qualifying event. For example, if a qualified beneficiary was covered under the medical and vision components on the day before a qualifying event, he or she may elect COBRA under the vision component only, the medical component only, or under both medical and vision (only if both components are available as a separate election option to the active employee).

Qualified beneficiaries who are entitled to elect COBRA may do so even if they have other group health plan coverage or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a qualified beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare benefits or becomes covered under other group health plan coverage. For information on when coverage will terminate, see later in this section, under *Termination of Coverage*.

When considering whether to elect COBRA, you should take into account that a failure to elect COBRA will affect your future rights under federal law. You should take into

account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as coverage sponsored by the spouse's employer) within 30 days after your group health coverage under the plan ends because of one of the qualifying events listed above. You will also have the same special enrollment right at the end of COBRA coverage if you get COBRA coverage for the maximum time available.

**Length of Coverage.** When coverage is lost due to your death, your divorce or legal separation, or your dependent child losing eligibility as a dependent child, COBRA coverage can last for up to a maximum of 36 months.

When coverage is lost due to the end of your employment or reduction in hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage for qualified beneficiaries (other than you as the employee) who lose coverage as a result of the qualifying event can last a maximum of 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA coverage under the plan for your spouse and children who lost coverage as a result of your termination can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). This COBRA coverage period is available only if you become entitled to Medicare within 18 months before the termination or reduction of hours.

Otherwise, when coverage is lost due to the end of your employment or reduction of hours of employment, COBRA coverage generally can last for only up to a maximum of 18 months.

**Extending Coverage.** If the qualifying event that resulted in your COBRA election was your termination of employment or reduction of hours, an extension of the maximum period of coverage may be available if a qualified beneficiary is disabled or a second qualifying event occurs. You must notify your employer or group sponsor of a disability or a second qualifying event in order to extend the period of COBRA coverage. Failure to provide notice of a disability or second qualifying event will eliminate the right to extend the period of COBRA coverage. Along with the notice of a disability, the qualified beneficiary must also supply a copy of the Social Security Administration disability determination.

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify your employer or group sponsor in a timely fashion, all of the qualified beneficiaries in your family may be entitled to receive up to an additional 11 months of COBRA coverage, for a total maximum of 29 months. This extension is available only for qualified beneficiaries who are receiving COBRA coverage because of a qualifying event that was your termination of employment or reduction of hours. The qualified beneficiary must be determined disabled at any time during the first 60 days of COBRA coverage. Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

The disability extension is available only if you notify your employer or group sponsor in writing of the Social Security Administration's determination of disability within 60 days after the latest of:

- The date of the Social Security Administration's disability determination;
- The date of your termination of employment or reduction of hours; or
- The date on which the qualified beneficiary loses (or would lose) coverage under the terms of the plan as

a result of your termination of employment or reduction of hours.

The written notice must include the plan name or group name, your name, your Social Security Number, your dependent's name and a description of the event.

You must also provide this notice within 60 days after your termination of employment or reduction of hours in order to be entitled to a disability extension.

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, then there will be no disability extension of COBRA coverage.

An extension of coverage will be available to your spouse and dependent children who are receiving COBRA coverage if a second qualifying event occurs during the 60 days (or, in the case of a disability extension, the 29 months) following your termination of employment or reduction of hours. The maximum amount of COBRA coverage available when a second qualifying event occurs is 36 months. Such second qualifying events may include your death, your divorce or legal separation, or a dependent child's ceasing to be eligible for coverage as a dependent under this plan. These events can be a second qualifying event only if they would have caused the qualified beneficiary to lose coverage under the plan if the first qualifying event had not occurred. (This extension is not available under this plan when you become entitled to Medicare.)

This extension due to a second qualifying event is available only if the participant notifies your employer or group sponsor in writing of the second qualifying event within 60 days after the later of:

- The date of the second qualifying event; and
- The date on which the qualified beneficiary would lose coverage under the terms of this plan as a result of the second qualifying event (if it had occurred while the qualified beneficiary was still covered under this plan).

If these procedures are not followed or if the written notice is not provided to your employer or group sponsor during the 60-day notice period, there will be no extension of COBRA coverage due to a second qualifying event.

In addition to the regular COBRA termination events specified later in this section, the disability extension period will end the first of the month beginning more than 30 days following recovery.

For example, if disability ends June 10, coverage will continue through the month of July (7/31).

**Termination of Coverage.** Coverage under COBRA will end when you meet the maximum period for your qualifying event, as indicated earlier under *Length of Coverage*.

COBRA coverage will automatically terminate before the end of the maximum period if:

- Any required premium is not paid in full on time;
- A qualified beneficiary becomes covered, after electing COBRA, under another group health plan;
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing COBRA;
- The employer ceases to provide any group health plan for its employees; or
- During a disability extension period, the disabled qualified beneficiary is determined by the Social Security Administration to be no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.
- COBRA coverage may also be terminated for any reason this plan would terminate your coverage or coverage of a beneficiary not receiving COBRA coverage, such as fraud.

You must notify your employer or group sponsor in writing within 30 days if, after

electing COBRA, a qualified beneficiary becomes entitled to Medicare (Part A, Part B, or both) or becomes covered under other group health plan coverage.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor of Medicare entitlement or other group health plan coverage.

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify your employer or group sponsor of that fact within 30 days after the Social Security Administration's determination.

If the Social Security Administration's determination that the qualified beneficiary is no longer disabled occurs during a disability extension period, COBRA coverage for all qualified beneficiaries will terminate (retroactively if applicable) as of the first day of the month that is more than 30 days after the Social Security Administration's determination that the qualified beneficiary is no longer disabled. Your employer or group sponsor will require repayment of all benefits paid after the termination date, regardless of whether or when you provide notice to your employer or group sponsor that the disabled qualified beneficiary is no longer disabled. For more information about the disability extension period, see *Extending Coverage*, earlier in this section.

**Coverage Cost and Payment.** Each qualified beneficiary is required to pay the entire cost of COBRA coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of COBRA coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer

and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving COBRA coverage. The amount of the COBRA premiums may change from time to time during the period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

All COBRA premiums must be paid by check or money order.

Your first payment and all monthly payments for COBRA coverage must be made payable to Discovery Benefits, LLC and mailed to:

Discovery Benefits, LLC  
PO Box 2079  
Omaha, NE 68103

The payment is considered to have been made on the date that it is postmarked. You will not be considered to have made any payment by mailing a check if your check is returned due to insufficient funds or otherwise.

If you elect COBRA, you do not have to send any payment with the Election form.

However, you must make your first payment for COBRA coverage not later than 45 days after the date of election. This is the date the Election form is postmarked, if mailed, or the date the Election form is received by the individual at the address specified for delivery of the Election form, if hand-delivered. For more information on electing coverage, see *Electing Coverage* earlier in this section.

The first payment must cover the cost of COBRA coverage from the time coverage under the plan would have otherwise terminated up through the end of the month before the month in which you make your first payment.

For example, Sue's employment terminated on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before

December 30, the 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

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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 Discovery Benefits, LLC informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

**Plan Contact Information.** For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

Discovery Benefits, LLC  
PO Box 2079  
Omaha, NE 68103

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

### **Continuation for Public Group**

Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

### **Coverage Continuation or Reenrollment Upon Death of Eligible Peace Officer or Fire Fighter in the Line of Duty**

Pursuant to Iowa Code Section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A shall permit continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code Section 801.4, or a fire fighter, as defined in Iowa Code Section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code Section 97A.6, Subsection 16, Iowa Code Section 97B.52, Subsection 2, or Iowa Code Section 411.6, Subsection 15. A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty death benefit.

Iowa Code Section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

Eligibility for continuation and reenrollment are subject to any applicable conditions and limitations in Iowa Code Section 509A.13C. To request coverage

continuation or reenrollment under Iowa Code Section 509A.13C, the surviving spouse, on his/her behalf and on behalf of each surviving child, must provide written notification to the applicable governing body, county board of supervisors, or city council. The governing body, county board of supervisors, or city council must then notify Wellmark of the continuation or reenrollment request.

The governing body, county board of supervisors, or city council is not required to pay for the cost of the coverage for the surviving spouse and children but may choose to pay the cost or a portion of the cost for the coverage. If the full cost of the coverage is not paid by the governing body, county board of supervisors, or city council, the surviving spouse, on his/her behalf and on behalf of each surviving child, may elect to continue the health care coverage by paying that portion of the cost of the coverage not paid by the governing body, county board of supervisors, or city council.

The continuation and reenrollment options are not available if the surviving spouse or surviving child who would otherwise be entitled to continuation or reenrollment under this section was, through the surviving spouse's or surviving child's actions, a substantial contributing factor to the death of the eligible peace officer or fire fighter.

### **Continuation Under Iowa Law**

Under Iowa Code Chapter 509B, you may be eligible to continue your medical care coverage for up to nine months if:

- You lose the coverage you have been receiving through your employer or group sponsor; and
- You have been covered by your medical benefits plan continuously for the last three months.

Your employer or group sponsor must provide written notice of your right to continue coverage within 10 days of the last day you are considered employed or your coverage ends. You will then have 10 days to

give your employer or group sponsor written notice that you want to continue coverage.

Your right to continue coverage ends 31 days after the date of your employment termination or the date you were given notice of your continuation right, whichever is later.

If you lose your coverage because of divorce, annulment, or death of the employee, you must notify the employer or group sponsor providing the coverage within 31 days.

Benefits provided by continuation coverage may not be identical to the benefits that active employees have and will be subject to different premium rates. You will be responsible for paying any premiums to your employer or group sponsor for continuation coverage.

If you believe the Iowa continuation law applies to you, you may contact your employer or group sponsor for information on premiums and any necessary paperwork.

If you are eligible for coverage continuation under both Iowa law and COBRA, your employer can comply with Iowa law by offering only COBRA continuation.

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## 10. Claims

Once you receive services, we must receive a claim to determine the amount of your benefits. The claim lets us know the services you received, when you received them, and from which provider.

Neither you nor your provider shall bill Wellmark for services provided under a direct primary care agreement as authorized under Iowa law.

### When to File a Claim

You need to file a claim if you:

- Use a provider who does not file claims for you. Participating and PPO providers file claims for you.

Wellmark must receive claims within 365 days following the date of service of the claim or if you have other coverage that has primary responsibility for payment then within 365 days of the date of the other carrier's explanation of benefits. If you receive services outside of Wellmark's service area, Wellmark must receive the claim within 365 days following the date of service or within the filing requirement in the contractual agreement between the Participating Provider and the Host Blue. If you receive services from an Out-of-Network Provider, the claim has to be filed within 365 days following the date of service.

### How to File a Claim

All claims must be submitted in writing.

#### 1. Get a Claim Form

Forms are available at *Wellmark.com* or by calling the Customer Service number on your ID card or from your personnel department.

#### 2. Fill Out the Claim Form

Follow the same claim filing procedure regardless of where you received services. Directions are printed on the back of the claim form. Complete all sections of the

claim form. For more efficient processing, all claims (including those completed out-of-country) should be written in English.

If you need assistance completing the claim form, call the Customer Service number on your ID card.

**Medical Claim Form.** Follow these steps to complete a medical claim form:

- Use a separate claim form for each covered family member and each provider.
- Attach a copy of an itemized statement prepared by your provider. We cannot accept statements you prepare, cash register receipts, receipt of payment notices, or balance due notices. In order for a claim request to qualify for processing, the itemized statement must be on the provider's stationery, and include at least the following:
  - Identification of provider: full name, address, tax or license ID numbers, and provider numbers.
  - Patient information: first and last name, date of birth, gender, relationship to plan member, and daytime phone number.
  - Date(s) of service.
  - Charge for each service.
  - Place of service (office, hospital, etc.).
  - For injury or illness: date and diagnosis.
  - For inpatient claims: admission date, patient status, attending physician ID.
  - Days or units of service.
  - Revenue, diagnosis, and procedure codes.
  - Description of each service.

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**Prescription Drugs Claim Form.** For prescription drugs covered under your medical benefits, use a separate prescription drug claim form and include the following information:

- Pharmacy name and address.
- Patient information: first and last name, date of birth, gender, and relationship to plan member.
- Date(s) of service.
- Description and quantity of drug.
- Original pharmacy receipt or cash receipt with the pharmacist's signature on it.

### 3. Sign the Claim Form

#### 4. Submit the Claim

We recommend you retain a copy for your records. The original form you send or any attachments sent with the form cannot be returned to you. Send the claim to:

Wellmark  
Station 1E238  
P.O. Box 9291  
Des Moines, IA 50306-9291

**Claims for Services Received Outside the United States.** Send the claim to the address printed on the claim form.

We may require additional information from you or your provider before a claim can be considered complete and ready for processing.

### Notification of Decision

You will receive an Explanation of Benefits (EOB) following your claim. The EOB is a statement outlining how we applied benefits to a submitted claim. It details amounts that providers charged, network savings, our paid amounts, and amounts for which you are responsible.

In case of an adverse decision, the notice will be sent within 30 days of receipt of the claim. We may extend this time by up to 15 days if the claim determination is delayed for reasons beyond our control. If we do not send an explanation of benefits statement or

a notice of extension within the 30-day period, you have the right to begin an appeal. We will notify you of the circumstances requiring an extension and the date by which we expect to render a decision.

If an extension is necessary because we require additional information from you, the notice will describe the specific information needed. You have 45 days from receipt of the notice to provide the information. Without complete information, your claim will be denied.

If you have other insurance coverage, our processing of your claim may utilize coordination of benefits guidelines. See *Coordination of Benefits*, page 75.

Once we pay your claim, whether our payment is sent to you or to your provider, our obligation to pay benefits for the claim is discharged. However, we may adjust a claim due to overpayment or underpayment. In the case of Out-of-Network hospitals, M.D.s, and D.O.s located in Iowa, the health plan payment is made payable to the provider, but the check is sent to you. You are responsible for forwarding the check to the provider, plus any difference between the amount charged and our payment.

### Request for Benefit Exception Review

If you have received an adverse benefit determination that denies or reduces benefits or fails to provide payment in whole or in part for any of the following services, when recommended by your treating provider as medically necessary, you or an individual acting as your authorized representative may request a benefit exception review.

Services subject to this exception process:

- For a woman who previously has had breast cancer, ovarian cancer, or other cancer, but who has not been diagnosed with BRCA-related cancer, appropriate

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- preventive screening, genetic counseling, and genetic testing.
- FDA-approved contraceptive items or services prescribed by your health care provider based upon a specific determination of medical necessity for you.
  - For transgender individuals, sex-specific preventive care services (e.g., mammograms and Pap smears) that his or her attending provider has determined are medically appropriate.
  - For dependent children, certain well-woman preventive care services that the attending provider determined are age- and developmentally-appropriate.
  - Anesthesia services in connection with a preventive colonoscopy when your attending provider determined that anesthesia would be medically appropriate.
  - A required consultation prior to a screening colonoscopy, if your attending provider determined that the pre-procedure consultation would be medically appropriate for you.
  - If you received pathology services from an in-network provider related to a preventive colonoscopy screening for which you were responsible for a portion of the cost, such as a deductible, copayment or coinsurance.
  - Certain immunizations that ACIP recommends for specified individuals (rather than for routine use for an entire population), when prescribed by your health care provider consistent with the ACIP recommendations.
  - FDA-approved intrauterine devices and implants, if prescribed by your health care provider.

You may request a benefit exception review orally or in writing by submitting your request to the address listed in the *Appeals* section. To be considered, your request must include supporting medical record documentation and a letter or statement from your treating provider that the services or supplies were medically necessary and

your treating provider's reason(s) for their determination that the services or supplies were medically necessary.

Your request will be addressed within the timeframes outlined in the *Appeals* section based upon whether your request is a medically urgent or non-medically urgent matter.

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# 11. Coordination of Benefits

Coordination of benefits applies when you have more than one plan, insurance policy, or group health plan that provides the same or similar benefits as this plan. Benefits payable under this plan, when combined with those paid under your other coverage, will not be more than 100 percent of either our payment arrangement amount or the other plan's payment arrangement amount.

The method we use to calculate the payment arrangement amount may be different from your other plan's method.

## Other Coverage

When you receive services, you must inform us that you have other coverage, and inform your health care provider about your other coverage. Other coverage includes any of the following:

- Group and nongroup insurance contracts and subscriber contracts.
- HMO contracts.
- Uninsured arrangements of group or group-type coverage.
- Group and nongroup coverage through closed panel plans.
- Group-type contracts.
- The medical care components of long-term contracts, such as skilled nursing care.
- Medicare or other governmental benefits (not including Medicaid).
- The medical benefits coverage of your auto insurance (whether issued on a fault or no-fault basis).

Coverage that is not subject to coordination of benefits includes the following:

- Hospital indemnity coverage or other fixed indemnity coverage.
- Accident-only coverage.
- Specified disease or specified accident coverage.
- Limited benefit health coverage, as defined by Iowa law.

- School accident-type coverage.
- Benefits for nonmedical components of long-term care policies.
- Medicare supplement policies.
- Medicaid policies.
- Coverage under other governmental plans, unless permitted by law.

You must cooperate with Wellmark and provide requested information about other coverage. Failure to provide information can result in a denied claim. We may get the facts we need from or give them to other organizations or persons for the purpose of applying the following rules and determining the benefits payable under this plan and other plans covering you. We need not tell, or get the consent of, any person to do this.

Your Participating or PPO provider will forward your coverage information to us. If you see an Out-of-Network Provider, you are responsible for informing us about your other coverage.

## Claim Filing

If you know that your other coverage has primary responsibility for payment, after you receive services, a claim should be submitted to your other insurance carrier first. If that claim is processed with an unpaid balance for benefits eligible under this group health plan, you or your provider should submit a claim to us and attach the other carrier's explanation of benefit payment within 365 days of the date of the other carrier's explanation of benefits. We may contact your provider or the other carrier for further information.

## Rules of Coordination

We follow certain rules to determine which health plan or coverage pays first (as the primary plan) when other coverage provides the same or similar benefits as this group health plan. Here are some of those rules:

- The primary plan pays or provides benefits according to its terms of coverage and without regard to the benefits under any other plan. Except as provided below, a plan that does not contain a coordination of benefits provision that is consistent with applicable regulations is always primary unless the provisions of both plans state that the complying plan is primary.
- Coverage that is obtained by membership in a group and is designed to supplement a part of a basic package of benefits is excess to any other parts of the plan provided by the contract holder. (Examples of such supplementary coverage are major medical coverage that is superimposed over base plan hospital and surgical benefits and insurance-type coverage written in connection with a closed panel plan to provide Out-of-Network benefits.)

The following rules are to be applied in order. The first rule that applies to your situation is used to determine the primary plan.

- The coverage that you have as an employee, plan member, subscriber, policyholder, or retiree pays before coverage that you have as a spouse or dependent. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the plan covering the person as a dependent and primary to the plan covering the person as other than a dependent (e.g., a retired employee), then the order of benefits between the two plans is reversed, so that the plan covering the person as the employee, plan member, subscriber, policyholder or retiree is the secondary plan and the other plan is the primary plan.
- The coverage that you have as the result of active employment (not laid off or retired) pays before coverage that you have as a laid-off or retired employee. The same would be true if a person is a

dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.

- If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another plan, the plan covering the person as an employee, plan member, subscriber, policyholder or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the primary plan and the COBRA or state or other federal continuation coverage is the secondary plan. If the other plan does not have this rule and, as a result, the plans do not agree on the order of benefits, this rule is ignored.
- The coverage with the earliest continuous effective date pays first if none of the rules above apply.

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If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

**Dependent Children**

To coordinate benefits for a dependent child, the following rules apply (unless there is a court decree stating otherwise):

- If the child is covered by both parents who are married (and not separated) or who are living together, whether or not they have been married, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.

- For a child covered by separated or divorced parents or parents who are not living together, whether or not they have been married:
  - If a court decree states that one of the parents is responsible for the child’s health care expenses or coverage and the plan of that parent has actual knowledge of those terms, then that parent’s coverage pays first. If the parent with responsibility has no health care coverage for the dependent child’s health care expenses, but that parent’s spouse does, that parent’s spouse’s coverage pays first. This item does not apply with respect to any plan year during which benefits are paid or provided before the entity has actual knowledge of the court decree provision.
  - If a court decree states that both parents are responsible for the child’s health care expense or health care coverage or if a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or coverage of the dependent child, then the coverage of the parent whose birthday occurs first in a calendar year pays first. If both parents have the same birthday, the plan that has covered the parent the longest is the primary plan.
  - If a court decree does not specify which parent has financial or insurance responsibility, then the coverage of the parent with custody pays first. The payment order for the child is as follows: custodial parent, spouse of custodial parent, other parent, spouse of other parent. A custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one-half of the

calendar year excluding any temporary visitation.

- For a dependent child covered under more than one plan of individuals who are not the parents of the child, the order of benefits shall be determined, as applicable, as outlined previously in this *Dependent Children* section.
- For a dependent child who has coverage under either or both parents’ plans and also has his or her own coverage as a dependent under a spouse’s plan, the plan that covered the dependent for the longer period of time is the primary plan. If the dependent child’s coverage under the spouse’s plan began on the same date as the dependent child’s coverage under either or both parents’ plans, the order of benefits shall be determined, as applicable, as outlined in the first bullet of this *Dependent Children* section, to the dependent child’s parent or parents and the dependent’s spouse.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

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**Coordination with Noncomplying Plans**

If you have coverage with another plan that is excess or always secondary or that does not comply with the preceding rules of coordination, we may coordinate benefits on the following basis:

- If this is the primary plan, we will pay its benefits first.
- If this is the secondary plan, we will pay benefits first, but the amount of benefits will be determined as if this plan were secondary. Our payment will be limited

to the amount we would have paid had this plan been primary.

- If the noncomplying plan does not provide information needed to determine benefits, we will assume that the benefits of the noncomplying plan are identical to this plan and will administer benefits accordingly. If we receive the necessary information within two years of payment of the claim, we will adjust payments accordingly.
- In the event that the noncomplying plan reduces its benefits so you receive less than you would have received if we had paid as the secondary plan and the noncomplying plan was primary, we will advance an amount equal to the difference. In no event will we advance more than we would have paid had this plan been primary, minus any amount previously paid. In consideration of the advance, we will be subrogated to all of your rights against the noncomplying plan. See *Subrogation*, page 92.
- If the preceding rules do not determine the order of benefits and if the plans cannot agree on the order of benefits within 30 calendar days after the plans have received all information needed to pay the claim, the plans will pay the claim in equal shares and determine their relative liabilities following payment. However, we will not pay more than we would have paid had this plan been primary.

#### **Effects on the Benefits of this Plan**

In determining the amount to be paid for any claim, the secondary plan will calculate the benefits it would have paid in the absence of other coverage and apply the calculated amount to any allowable expense under its plan that is unpaid by the primary plan. The secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the primary plan, total benefits paid or provided by all plans for the claim do not exceed the total allowable expense for that claim. In addition, the secondary plan will credit to its

applicable deductible any amounts it would have credited to its deductible in the absence of other coverage.

If a person is enrolled in two or more closed panel plans and if, for any reason including the provision of service by a non-panel provider, benefits are not payable by one closed panel plan, coordination of benefits will not apply between that plan and other closed panel plans.

#### **Right of Recovery**

If the amount of payments made by us is more than we should have paid under these coordination of benefits provisions, we may recover the excess from any of the persons to or for whom we paid, or from any other person or organization that may be responsible for the benefits or services provided for the covered person. The amount of payments made includes the reasonable cash value of any benefits provided in the form of services.

#### **Plans That Provide Benefits as Services**

A secondary plan that provides benefits in the form of services may recover the reasonable cash value of the service from the primary plan, to the extent benefits for the services are covered by the primary plan and have not already been paid or provided by the primary plan.

#### **Coordination with Medicare**

Medicare is by law the secondary coverage to group health plans in a variety of situations.

The following provisions apply only if you have both Medicare and employer group health coverage and meet the specific Medicare Secondary Payer provisions for the applicable Medicare entitlement reason.

#### **Medicare Part B Drugs**

Drugs paid under Medicare Part B are covered under the medical benefits of this plan.

**Working Aged**

If you are a member of a group health plan of an employer with at least 20 employees for each working day for at least 20 calendar weeks in the current or preceding year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Age 65 or older; and
- A current employee or spouse of a current employee covered by an employer group health plan.

becomes eligible for ESRD, the group health plan remains secondary to Medicare.

This is only a general summary of the laws. For complete information, contact your employer or the Social Security Administration.

**Working Disabled**

If you are a member of a group health plan of an employer with at least 100 full-time, part-time, or leased employees on at least 50 percent of regular business days during the preceding calendar year, then in most situations Medicare is the secondary payer if the beneficiary is:

- Under age 65;
- A recipient of Medicare disability benefits; and
- A current employee or a spouse or dependent of a current employee, covered by an employer group health plan.

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**End-Stage Renal Disease (ESRD)**

The ESRD requirements apply to group health plans of all employers, regardless of the number of employees. Under these requirements, Medicare is the secondary payer during the first 30 months of Medicare eligibility if both of the following are true:

- The beneficiary is eligible for Medicare coverage as an ESRD patient; and
- The beneficiary is covered by an employer group health plan.

If the beneficiary is already covered by Medicare due to age or disability and the beneficiary becomes eligible for Medicare ESRD coverage, Medicare generally is the secondary payer during the first 30 months of ESRD eligibility. However, if the group health plan is secondary to Medicare (based on other Medicare secondary-payer requirements) at the time the beneficiary

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## 12. Appeals

### Right of Appeal

You have the right to one full and fair review in the case of an adverse benefit determination 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 89.

### 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 43.
- A rescission of coverage.

An adverse determination eligible for external review does not include a denial of

coverage for a service or treatment specifically excluded under this plan.

The external review will be conducted by independent health care professionals who have no association with us and who have no conflict of interest with respect to the benefit determination.

### Have you exhausted the appeal process?

Before you can request an external review, you must first exhaust the internal appeal process described earlier in this section. However, if you have not received a decision regarding the adverse benefit determination within 30 days following the date of your request for an appeal, you are considered to have exhausted the internal appeal process.

**Requesting an external review.** You or your authorized representative may request an external review through the Iowa Insurance Division by completing an External Review Request Form and submitting the form as described in this section. You may obtain this request form by calling the Customer Service number on your ID card, by visiting our website at [Wellmark.com](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  
1963 Bell Avenue, Suite 100  
Des Moines, IA 50315  
Fax: 515-654-6500  
E-mail:  
[iid.marketregulation@iid.iowa.gov](mailto:iid.marketregulation@iid.iowa.gov)

**How the review works.** Upon notification that an external review request has been filed, Wellmark will make a

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preliminary review of the request to determine whether the request may proceed to external review. Following that review, the Iowa Insurance Division will decide whether your request is eligible for an external review, and if it is, the Iowa Insurance Division will assign an independent review organization (IRO) to conduct the external review. You will be advised of the name of the IRO and will then have five business days to provide new information to the IRO. The IRO will make a decision within 45 days of the date the Iowa Insurance Division receives your request for an external review.

**Need help?** You may contact the Iowa Insurance Division at **877-955-1212** at any time for assistance with the external review process.

### **Expedited External Review**

You do not need to exhaust the internal appeal process to request an external review of an adverse determination or a final adverse determination if you have a medical condition for which the time frame for completing an internal appeal or for completing a standard external review would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function.

You may also have the right to request an expedited external review of a final adverse determination that concerns an admission, availability of care, concurrent review, or service for which you received emergency services, and you have not been discharged from a facility.

If our adverse benefit determination is that the service or treatment is investigational or experimental and your treating physician has certified in writing that delaying the service or treatment would render it significantly less effective, you may also have the right to request an expedited external review.

You or your authorized representative may submit an oral or written expedited external review request to the Iowa Insurance

Division by contacting the Iowa Insurance Division at **877-955-1212**.

If the Insurance Division determines the request is eligible for an expedited external review, the Division will immediately assign an IRO to conduct the review and a decision will be made expeditiously, but in no event more than 72 hours after the IRO receives the request for an expedited external review.

### **Arbitration and Legal Action**

You shall not start arbitration or legal action against us until you have exhausted the appeal procedure described in this section. See the *Arbitration and Legal Action* section and *Governing Law*, page 91, for important information about your arbitration and legal action rights after you have exhausted the appeal procedures in this section.

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## 13. Arbitration and Legal Action

PLEASE READ THIS SECTION CAREFULLY

### Mandatory Arbitration

You shall not start an action against us on any Claims (as defined below) unless you have first exhausted the appeal processes described in the *Appeals* section of this summary plan description.

Except as solely discussed below, this section provides that Claims must be resolved by binding mandatory arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or a jury. Arbitration procedures are simpler and more limited than in court.

### Covered Claims

Except as solely stated below, you or we must arbitrate any claim, dispute or controversy arising out of or related to this summary plan description or any other document related to your health plan, including, but not limited to, member eligibility, benefits under your health plan or administration of your health plan (any and/or all of the foregoing called "Claims").

Except as stated below, all Claims are subject to mandatory arbitration, no matter what legal theory they are based, whether in law or equity, upon or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone

making a claim through us or you, such as a covered family member, employee, agent, representative, or an affiliated or subsidiary company. For purposes of this *Arbitration and Legal Action* section, the words "we," "us," and "our" refer to Wellmark, Inc., and its subsidiaries and affiliates, the plan sponsor and/or the plan administrator, as well as their respective directors, officers, employees and agents.

### No Class Arbitrations and Class Actions Waiver

YOU UNDERSTAND AND AGREE THAT YOU AND WE BOTH ARE VOLUNTARILY AND IRREVOCABLY WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING PENDING BETWEEN YOU AND US. YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN CLASS ARBITRATIONS, CLASS ACTIONS AND ANY OTHER COLLECTIVE OR REPRESENTATIVE ACTIONS. Neither you nor we consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of Claims. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. Claims of two or more persons may not be combined in the same arbitration, unless both you and we agree to do so.

### Claims Excluded from Mandatory Arbitration

- Small Claims – individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- Claims Excluded By Applicable Law – federal or state law may exempt certain Claims from mandatory arbitration. **IF**

**AN ARBITRATOR DETERMINES A PARTICULAR CLAIM IS EXCLUDED FROM ARBITRATION BY FEDERAL OR STATE LAW, CLAIMS EXCLUDED BY APPLICABLE LAW, LATER IN THIS SECTION, AND GOVERNING LAW, PAGE 91, WILL APPLY TO THE PARTIES AND SUCH PARTICULAR CLAIM.**

### **Arbitration Process Generally**

- No demand for arbitration of a Claim because of a health benefit claim under this plan, or because of the alleged breach of this plan, shall be made more than two years after the end of the calendar year in which the services or supplies were provided.
- Arbitration shall be conducted by the American Arbitration Association (“AAA”) according to the Federal Arbitration Act (“FAA”) (to the exclusion of any state laws inconsistent therewith), this arbitration provision and the applicable AAA Consumer Arbitration Rules in effect when the Claim is filed (“AAA Rules”), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA’s website ([www.adr.org](http://www.adr.org)). You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Either you or we may apply to a court for emergency, temporary or preliminary injunctive relief or an order in aid of arbitration (i) prior to the appointment of an arbitrator or (ii) after the arbitrator makes a final award and closes the arbitration. Once an arbitrator has been appointed until the arbitration is closed, emergency, temporary or preliminary injunctive relief may only be granted by the arbitrator. Either you or we may apply to a court for enforcement of any emergency, temporary or preliminary injunctive relief granted by the arbitrator.
- Arbitration may be compelled at any time by either party, even where there is a pending lawsuit in court, unless a trial has begun or a final judgment has been entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To invoke arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accordance with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect plan information and other confidential information of either party if requested to do so. The parties agree that the scope of discovery will be limited to non-privileged information that is relevant to the Claim, and consistent with the parties’ intent, the arbitrator shall ensure that allowed discovery is reasonable in scope, cost-effective and non-onerous to either party. The arbitrator shall apply the FAA and other applicable substantive law not inconsistent with the FAA, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief written statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration and shall not have any bearing on any other person or dispute.

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**IF ARBITRATION IS INVOKED BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU UNDERSTAND THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

### **Arbitration Fees and Other Costs**

The AAA Rules determine what costs you and we will pay to the AAA in connection with the arbitration process. In most instances, your responsibility for filing, administrative and arbitrator fees to pursue a Claim in arbitration will not exceed \$200. However, if the arbitrator decides that either the substance of your claim or the remedy you asked for is frivolous or brought for an improper purpose, the arbitrator will use the AAA Rules to determine whether you or we are responsible for the filing, administrative and arbitrator fees.

You may wish to consult with or be represented by an attorney during the arbitration process. Each party is responsible for its own attorney's fees and other expenses, such as witness fees and expert witness costs.

### **Confidentiality**

The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order, as is necessary to confirm, vacate or enforce the award, and for disclosure in confidence to the parties' respective attorneys and tax advisors of a party who is an individual.

### **Questions of Arbitrability**

You and we mutually agree that the arbitrator, and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section, whether you and we are bound by it, and whether this Section applies to a particular Claim.

### **Claims Excluded By Applicable Law**

If an arbitrator determines a particular Claim is excluded from arbitration by federal or state law, you and we agree that the following terms will apply to any legal or equitable action brought in court because of such Claim:

- You shall not bring any legal or equitable action against us because of a health benefit claim under this plan, or because of the alleged breach of this plan, more than two years after the end of the calendar year in which the services or supplies were provided.
- Any action brought because of a Claim under this plan will be litigated in the state or federal courts located in the state of Iowa and in no other.
- **YOU AND WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY CLAIM.**
- **FURTHER, YOU AND WE BOTH WAIVE ANY RIGHT TO SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY CLAIM.**

### **Survival and Severability of Terms**

This *Arbitration and Legal Action* section will survive termination of the plan. If any portion of this provision is deemed invalid or unenforceable under any law or statute it will not invalidate the remaining portions of this *Arbitration and Legal Action* section or the plan. To the extent a Claim qualifies for mandatory arbitration and there is a conflict or inconsistency between the AAA Rules

and this *Arbitration and Legal Action* section, this *Arbitration and Legal Action* section will govern.

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## 14. General Provisions

### Contract

The conditions of your coverage are defined in your contract. Your contract includes:

- Any application you submitted to us or to your employer or group sponsor.
- Any agreement or group policy we have with your employer or group sponsor.
- Any application completed by your employer or group sponsor.
- This summary plan description and any amendments.

All of the statements made by you or your employer or group sponsor in any of these materials will be treated by us as representations, not warranties.

### Interpreting this Summary Plan Description

We will interpret the provisions of this summary plan description and determine the answer to all questions that arise under it. We have the administrative discretion to determine whether you meet our written eligibility requirements, or to interpret any other term in this summary plan description. If any benefit described in this summary plan description is subject to a determination of medical necessity, unless otherwise required by law, we will make that factual determination. Our interpretations and determinations are final and conclusive, subject to the appeal procedures outlined earlier in this summary plan description.

There are certain rules you must follow in order for us to properly administer your benefits. Different rules appear in different sections of your summary plan description. You should become familiar with the entire document.

### Plan Year

The Plan Year has been designated and communicated to Wellmark by your group health plan's plan sponsor or plan

administrator as the twelve month period commencing on the effective date of your group health plan's annual renewal with Wellmark.

### Authority to Terminate, Amend, or Modify

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

### Authorized Group Benefits Plan Changes

No agent, employee, or representative of ours is authorized to vary, add to, change, modify, waive, or alter any of the provisions described in this summary plan description. This summary plan description cannot be changed except by one of the following:

- Written amendment signed by an authorized officer and accepted by you or your employer or group sponsor.
- Our receipt of proper notification that an event has changed your spouse or dependent's eligibility for coverage. See *Coverage Changes and Termination*, page 57.

### Authorized Representative

You may authorize another person to represent you and with whom you want us to communicate regarding specific claims or an appeal. This authorization must be in writing, signed by you, and include all the information required in our Authorized Representative Form. This form is available at *Wellmark.com* or by calling the Customer Service number on your ID card.

In a medically urgent situation your treating health care practitioner may act as your

authorized representative without completion of the Authorized Representative Form.

An assignment of benefits, release of information, or other similar form that you may sign at the request of your health care provider does not make your provider an authorized representative. You may authorize only one person as your representative at a time. You may revoke the authorized representative at any time.

### **Release of Information**

By enrolling in this group health plan, you have agreed to release any necessary information requested about you so we can process claims for benefits.

You must allow any provider, facility, or their employee to give us information about a treatment or condition. If we do not receive the information requested, or if you withhold information, your benefits may be denied. If you fraudulently use your coverage or misrepresent or conceal material facts when providing information, then we may terminate your coverage under this group health plan.

### **Privacy of Information**

Your employer or group sponsor is required to protect the privacy of your health information. It is required to request, use, or disclose your health information only as permitted or required by law. For example, your employer or group sponsor has contracted with Wellmark to administer this group health plan and Wellmark will use or disclose your health information for treatment, payment, and health care operations according to the standards and specifications of the federal privacy regulations.

### **Treatment**

We may disclose your health information to a physician or other health care provider in order for such health care provider to provide treatment to you.

### **Payment**

We may use and disclose your health information to pay for covered services from physicians, hospitals, and other providers, to determine your eligibility for benefits, to coordinate benefits, to determine medical necessity, to obtain payment from your employer or group sponsor, to issue explanations of benefits to the person enrolled in the group health plan in which you participate, and the like. We may disclose your health information to a health care provider or entity subject to the federal privacy rules so they can obtain payment or engage in these payment activities.

### **Health Care Operations**

We may use and disclose your health information in connection with health care operations. Health care operations include, but are not limited to, determining payment and rates for your group health plan; quality assessment and improvement activities; reviewing the competence or qualifications of health care practitioners, evaluating provider performance, conducting training programs, accreditation, certification, licensing, or credentialing activities; medical review, legal services, and auditing, including fraud and abuse detection and compliance; business planning and development; and business management and general administrative activities.

### **Other Disclosures**

Your employer or group sponsor or Wellmark is required to obtain your explicit authorization for any use or disclosure of your health information that is not permitted or required by law. For example, we may release claim payment information to a friend or family member to act on your behalf during a hospitalization if you submit an authorization to release information to that person. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

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## Member Health Support Services

Wellmark may from time to time make available to you certain health support services (such as disease management), for a fee or for no fee. Wellmark may offer financial and other incentives to you to use such services. As a part of the provision of these services, Wellmark may:

- Use your personal health information (including, but not limited to, substance abuse, mental health, and HIV/AIDS information); and
- Disclose such information to your health care providers and Wellmark's health support service vendors, for purposes of providing such services to you.

Wellmark will use and disclose information according to the terms of our Privacy Practices Notice, which is available upon request or at *Wellmark.com*.

## Value Added or Innovative Benefits

Wellmark may, from time to time, make available to you certain value added or innovative benefits for a fee or for no fee. Examples include Blue365<sup>®</sup>, identity theft protections, and discounts on alternative/preventive therapies, fitness, exercise and diet assistance, and elective procedures as well as resources to help you make more informed health decisions. Wellmark may also provide rewards or incentives under this plan if you participate in certain voluntary wellness activities or programs that encourage healthy behaviors. Your employer is responsible for any income and employment tax withholding, depositing and reporting obligations that may apply to the value of such rewards and incentives.

## Value-Based Programs

Value-based programs involve local health care organizations that are held accountable for the quality and cost of care delivered to a defined population. Value-based programs can include accountable care organizations

(ACOs), patient centered medical homes (PCMHs), and other programs developed by Wellmark, the Blue Cross Blue Shield Association, or other Blue Cross Blue Shield health plans ("Blue Plans"). Wellmark and Blue Plans have entered into collaborative arrangements with value-based programs under which the health care providers participating in them are eligible for financial incentives relating to quality and cost-effective care of Wellmark and/or Blue Plan members. If your physician, hospital, or other health care provider participates in the Wellmark ACO program or other value-based program, Wellmark may make available to such health care providers your health care information, including claims information, for purposes of helping support their delivery of health care services to you.

## Nonassignment

Except as required by law, benefits for covered services under this group health plan are for your personal benefit and cannot be transferred or assigned to anyone else without our consent. Whether made before or after services are provided, you are prohibited from assigning any claim. You are further prohibited from assigning any cause of action arising out of or relating to this group health plan. Any attempt to assign this group health plan, even if assignment includes the provider's rights to receive payment, will be null and void. Nothing contained in this group health plan shall be construed to make the health plan or Wellmark liable to any third party to whom a member may be liable for medical care, treatment, or services.

## Governing Law

To the extent not superseded by the laws of the United States, the group health plan will be construed in accordance with and governed by the laws of the state of Iowa.

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## Medicaid Enrollment and Payments to Medicaid

### Assignment of Rights

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

### Enrollment Without Regard to Medicaid

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

### Acquisition by States of Rights of Third Parties

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

### Medicaid Reimbursement

When a PPO or Participating provider submits a claim to a state Medicaid program for a covered service and Wellmark reimburses the state Medicaid program for the service, Wellmark's total payment for the service will be limited to the amount paid to the state Medicaid program. No additional payments will be made to the provider or to you.

### Subrogation

For purposes of this "Subrogation" section, "third party" includes, but is not limited to, any of the following:

- The responsible person or that person's insurer;
- Uninsured motorist coverage;
- Underinsured motorist coverage;
- Personal umbrella coverage;

- Other insurance coverage including, but not limited to, homeowner's, motor vehicle, or medical payments insurance; and
- Any other payment from a source intended to compensate you for injuries resulting from an accident or alleged negligence.

### Right of Subrogation

If you or your legal representative have a claim to recover money from a third party and this claim relates to an illness or injury for which this group health plan provides benefits, we, on behalf of your employer or group sponsor, will be subrogated to you and your legal representative's rights to recover from the third party as a condition to your receipt of benefits.

### Right of Reimbursement

If you have an illness or injury as a result of the act of a third party or arising out of obligations you have under a contract and you or your legal representative files a claim under this group health plan, as a condition of receipt of benefits, you or your legal representative must reimburse us for all benefits paid for the illness or injury from money received from the third party or its insurer, or under the contract, to the extent of the amount paid by this group health plan on the claim.

Once you receive benefits under this group health plan arising from an illness or injury, we will assume any legal rights you have to collect compensation, damages, or any other payment related to the illness or injury from any third party.

You agree to recognize our rights under this group health plan to subrogation and reimbursement. These rights provide us with a priority over any money paid by a third party to you relative to the amount paid by this group health plan, including priority over any claim for nonmedical charges, or other costs and expenses. We will assume all rights of recovery, to the extent of payment made under this group health plan, regardless of whether payment

is made before or after settlement of a third party claim, and regardless of whether you have received full or complete compensation for an illness or injury.

### **Procedures for Subrogation and Reimbursement**

You or your legal representative must do whatever we request with respect to the exercise of our subrogation and reimbursement rights, and you agree to do nothing to prejudice those rights. In addition, at the time of making a claim for benefits, you or your legal representative must inform us in writing if you have an illness or injury caused by a third party or arising out of obligations you have under a contract. You or your legal representative must provide the following information, by registered mail, as soon as reasonably practicable of such illness or injury to us as a condition to receipt of benefits:

- The name, address, and telephone number of the third party that in any way caused the illness or injury or is a party to the contract, and of the attorney representing the third party;
- The name, address and telephone number of the third party's insurer and any insurer of you;
- The name, address and telephone number of your attorney with respect to the third party's act;
- Prior to the meeting, the date, time and location of any meeting between the third party or his attorney and you, or your attorney;
- All terms of any settlement offer made by the third party or his insurer or your insurer;
- All information discovered by you or your attorney concerning the insurance coverage of the third party;
- The amount and location of any money that is recovered by you from the third party or his insurer or your insurer, and the date that the money was received;
- Prior to settlement, all information related to any oral or written settlement

agreement between you and the third party or his insurer or your insurer;

- All information regarding any legal action that has been brought on your behalf against the third party or his insurer; and
- All other information requested by us.

Send this information to:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue, Station 5W580  
Des Moines, IA 50309-2901

You also agree to all of the following:

- You will immediately let us know about any potential claims or rights of recovery related to the illness or injury.
- You will furnish any information and assistance that we determine we will need to enforce our rights under this group health plan.
- You will do nothing to prejudice our rights and interests including, but not limited to, signing any release or waiver (or otherwise releasing) our rights, without obtaining our written permission.
- You will not compromise, settle, surrender, or release any claim or right of recovery described above, without obtaining our written permission.
- If payment is received from the other party or parties, you must reimburse us to the extent of benefit payments made under this group health plan.
- In the event you or your attorney receive any funds in compensation for your illness or injury, you or your attorney will hold those funds (up to and including the amount of benefits paid under this group health plan in connection with the illness or injury) in trust for the benefit of this group health plan as trustee(s) for us until the extent of our right to reimbursement or subrogation has been resolved.
- In the event you invoke your rights of recovery against a third-party related to the illness or injury, you will not seek an advancement of costs or fees from us.

- The amount of our subrogation interest shall be paid first from any funds recovered on your behalf from any source, without regard to whether you have been made whole or fully compensated for your losses, and the “make whole” rule is specifically rejected and inapplicable under this group health plan.
- We will not be liable for payment of any share of attorneys’ fees or other expenses incurred in obtaining any recovery, except as expressly agreed in writing, and the “common fund” rule is specifically rejected and inapplicable under this group health plan.

It is further agreed that in the event that you fail to take the necessary legal action to recover from the responsible party, we shall have the option to do so and may proceed in its name or your name against the responsible party and shall be entitled to the recovery of the amount of benefits paid under this group health plan and shall be entitled to recover its expenses, including reasonable attorney fees and costs, incurred for such recovery.

In the event we deem it necessary to institute legal action against you if you fail to repay us as required in this group health plan, you shall be liable for the amount of such payments made by us as well as all of our costs of collection, including reasonable attorney fees and costs.

You hereby authorize the deduction of any excess benefit received or benefits that should not have been paid, from any present or future compensation payments.

You and your covered family member(s) must notify us if you have the potential right to receive payment from someone else. You must cooperate with us to ensure that our rights to subrogation are protected.

Our right of subrogation and reimbursement under this group health plan applies to all rights of recovery, and not only to your right to compensation for medical expenses. A settlement or judgment

structured in any manner not to include medical expenses, or an action brought by you or on your behalf which fails to state a claim for recovery of medical expenses, shall not defeat our rights of subrogation and reimbursement if there is any recovery on your claim.

We reserve the right to offset any amounts owed to us against any future claim payments.

## **Workers’ Compensation**

If you have received benefits under this group health plan for an injury or condition that is the subject or basis of a workers’ compensation claim (whether litigated or not), we are entitled to reimbursement to the extent benefits are paid under this plan in the event that your claim is accepted or adjudged to be covered under workers’ compensation.

Furthermore, we are entitled to reimbursement from you to the full extent of benefits paid out of any proceeds you receive from any workers’ compensation claim, regardless of whether you have been made whole or fully compensated for your losses, regardless of whether the proceeds represent a compromise or disputed settlement, and regardless of any characterization of the settlement proceeds by the parties to the settlement. We will not be liable for any attorney’s fees or other expenses incurred in obtaining any proceeds for any workers’ compensation claim.

We utilize industry standard methods to identify claims that may be work-related. This may result in initial payment of some claims that are work-related. We reserve the right to seek reimbursement of any such claim or to waive reimbursement of any claim, at our discretion.

## **Payment in Error**

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

If we determine we did not make full payment, Wellmark will make the correct payment without interest.

## Notice

If a specific address has not been provided elsewhere in this summary plan description, you may send any notice to Wellmark's office:

Wellmark Blue Cross and Blue Shield  
1331 Grand Avenue  
Des Moines, IA 50309-2901

Any notice from Wellmark to you is acceptable when sent to your address as it appears on Wellmark's records or the address of the group through which you are enrolled.

## Submitting a Complaint

If you are dissatisfied or have a complaint regarding our products or services, call the Customer Service number on your ID card. We will attempt to resolve the issue in a timely manner. You may also contact Customer Service for information on where to send a written complaint.

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## Consent to Telephone Calls and Text or Email Notifications

By enrolling in this employer sponsored group health plan, and providing your phone number and email address to your employer or to Wellmark, you give express consent to Wellmark to contact you using the email address or residential or cellular telephone number provided via live or pre-recorded voice call, or text message notification or email notification. Wellmark may contact you for purposes of providing important information about your plan and benefits, or to offer additional products and services related to your Wellmark plan. You may revoke this consent by following instructions given to you in the email, text or call notifications, or by telling the Wellmark representative that you no longer want to receive calls.

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# Glossary

The definitions in this section are terms that are used in various sections of this summary plan description. A term that appears in only one section is defined in that section.

**Accidental Injury.** An injury, independent of disease or bodily infirmity or any other cause, that happens by chance and requires immediate medical attention.

**Admission.** Formal acceptance as a patient to a hospital or other covered health care facility for a health condition.

**Amount Charged.** The amount that a provider bills for a service or supply, whether or not it is covered under this group health plan.

**Benefits.** Medically necessary services or supplies that qualify for payment under this group health plan.

**BlueCard Program.** The Blue Cross Blue Shield Association program that permits members of any Blue Cross or Blue Shield Plan to have access to the advantages of PPO Providers throughout the United States.

**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.

**Habilitative Services.** Health care services that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

**Illness or Injury.** Any bodily disorder, bodily injury, disease, or mental health condition, including pregnancy and complications of pregnancy.

**Inpatient.** Services received, or a person receiving services, while admitted to a health care facility for at least an overnight stay.

**Medically Urgent.** A situation where a longer, non-urgent response time could seriously jeopardize the life or health of the plan member seeking services or, in the opinion of a physician with knowledge of the member's medical condition, would subject the member to severe pain that cannot be managed without the services in question.

**Medicare.** The federal government health insurance program established under Title XVIII of the Social Security Act for people age 65 and older and for individuals of any age entitled to monthly disability benefits under Social Security or the Railroad Retirement Program. It is also for those with chronic renal disease who require hemodialysis or kidney transplant.

**Member.** A person covered under this group health plan.

**Office.** An office setting is the room or rooms in which the practitioner or staff provide patient care.

**Out-of-Network Provider.** A facility or practitioner that does not participate with Wellmark or any other Blue Cross or Blue Shield Plan. Pharmacies that do not contract with our pharmacy benefits manager are considered Out-of-Network Providers.

**Outpatient.** Services received, or a person receiving services, in the outpatient department of a hospital, an ambulatory surgery center, or the home.

**Participating Providers.** These providers participate with a Blue Cross and/or Blue Shield network 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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DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** November 23, 2021  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

NNG LLC  
112 Eagle Ridge Drive  
Waverly, IA 50677

182.62 September 2021  
2.74 2021 (fees)  
\$185.36 Total owed

Property address: 130 N. College St., CF  
Parcel #8914-11-228-008

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.

NNG LLC

---

TO THE ABOVE-NAMED PERSON(S):	NNG LLC
PROPERTY DESCRIPTION:	130 N. College Street, Cedar Falls, Iowa 50613 Black Hawk County Parcel #8914-11-228-008
LEGAL DESCRIPTION OF PROPERTY:	LAYS ADDITION LOT 8, 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 **130 N. College Street** that was subject to nuisance abatement pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 3, 2022**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Jacqueline 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 130 N. College Street, CEDAR FALLS, IOWA, PARCEL ID 8914-11-228-008

WHEREAS, it was determined that the property located at 130 N. College Street, being legally described as LAYS ADDITION LOT 8, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-228-008, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 130 N. College Street (Parcel ID 8914-11-228-008) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$237.36 (\$185.36 + \$52.00 recording fee), be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

LAYS ADDITION LOT 8, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-228-008

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 3rd day of January, 2022.

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

ATTEST:

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

INVOICE

Item 11.

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

(319) 273-8600

TO: NNG LLC  
112 EAGLE RIDGE DR  
WAVERLY, IA 50677

INVOICE NO: 37831  
DATE: 9/28/21

CUSTOMER NO: 5619/5619

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 9/22/21 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#17005 CODE ENFORCEMENT/ADMIN. COSTS LOCATION: 130 N. COLLEGE STREET, CEDAR FALLS	182.62	182.62
			\$142.50
			\$40.12

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$182.62

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/28/21 DUE DATE:10/28/21  
CUSTOMER NO: 5619/5619

NAME: NNG LLC  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 37831  
TERMS: NET 30 DAYS

AMOUNT: \$182.62



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

November 4, 2021

NNG LLC  
112 Eagle Ridge Drive  
Waverly, IA 50677

Dear NNG LLC,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 130 N. College, Cedar Falls on 9/22/21 for \$182.62, as well as late fees of \$2.74 for a total amount due of \$185.36. **If no payment is received by November 19, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure





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: 9/20/2021 Case # 21-0541-GRSS
PROPERTY RESIDENT: NNG LLC
PROPERTY ADDRESS: 130 N College St
Property Owner Name: NNG LLC
Property Owner Address: 112 Eagle Ridge Dr
Waverly, IA 50677

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:

LAYS ADDITION LOT 8

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 9/27/2021, 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.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Table with 3 columns: Code Section, Nature of the Violation, Comply By

"OUR CITIZENS ARE OUR BUSINESS"

IACF 11-297(a)(19) For un-mowed grass or weeds, in violation of section 17-246 of this 9/17/2021  
Un-mowed Grass or code.  
Weeds

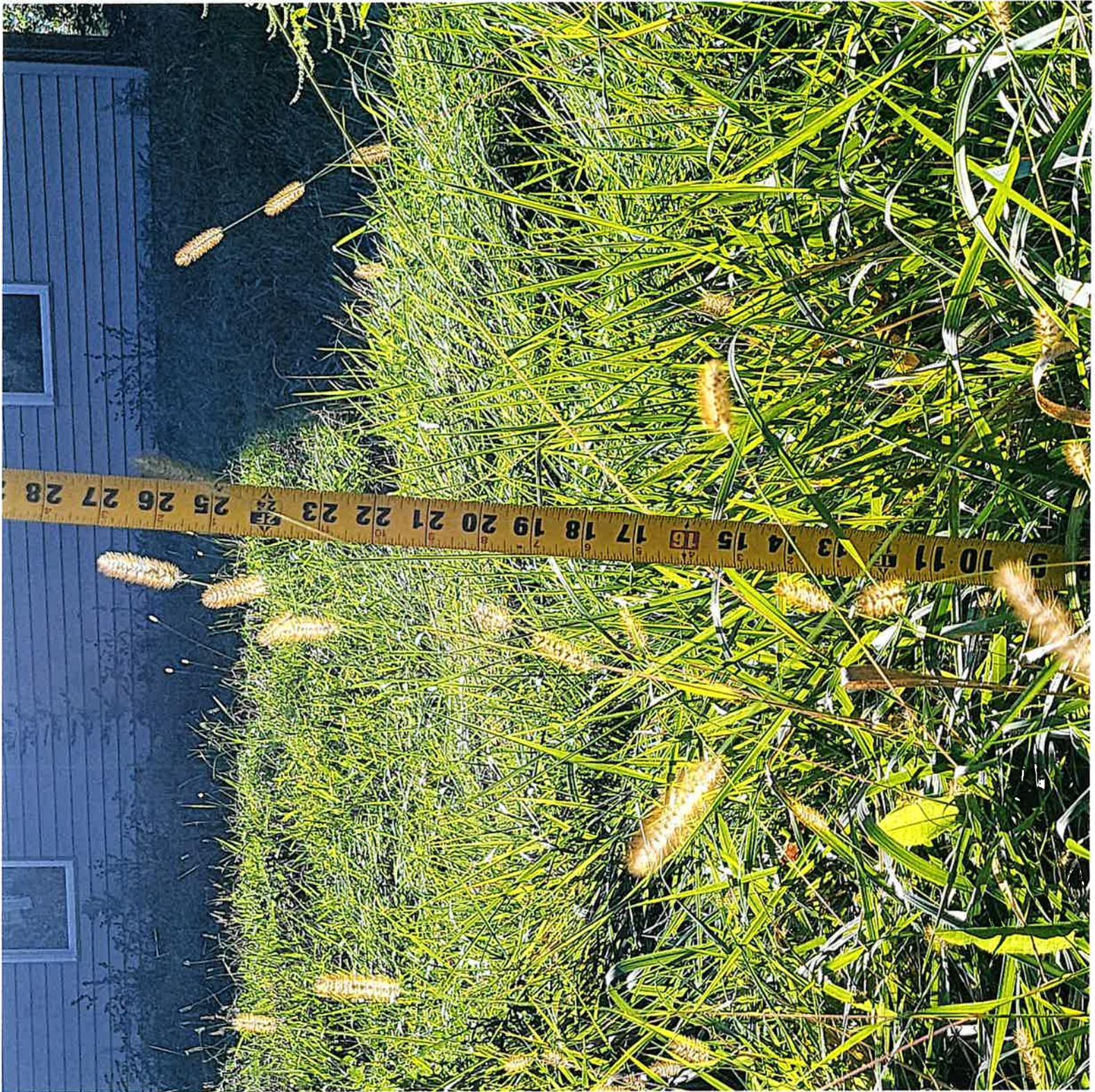
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Vicky Satterlee  
Code Enforcement Officer



















# Beacon™ Black Hawk County, IA

## Summary

**Parcel ID** 891411228008  
**Alternate ID**  
**Property Address** 130 N COLLEGE ST  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** LAYS ADDITION LOT 8  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 2016-007037 (10/12/2015)  
**Contract Book/Page**  
**Gross Acres** 0.00  
**Net Acres** 0.00  
**Adjusted CSR Pts** 0  
**Class** R - Residential  
 (Note: This is for assessment purposes only. Not to be used for zoning.)  
**District** 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH  
**School District** CEDAR FALLS COMMUNITY SCHOOLS



## Owner information

**Deed** NNG LLC  
 112 EAGLE RIDGE DR  
 WAVERLY IA 50677  
**Mail To** NNG LLC  
 112 EAGLE RIDGE DR  
 WAVERLY IA 50677

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
11/11/2003	UNIVERSITY PROPERTIES L C	LANGAN,STEVEN P	2004-16852	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$66,500.00
8/15/1994			312-288	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		\$58,000.00
2/5/1991			294-487	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		\$34,000.00

## Land

**Lot Dimensions** Regular Lot: 66.00 x 132.00  
**Lot Area** 0.20 Acres; 8,712 SF  
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Two-Family Conversion  
**Style** 2 Story Frame  
**Architectural Style** N/A  
**Year Built** 1920  
**Exterior Material** Vinyl  
**Total Gross Living Area** 2,212 SF  
**Attic Type** Floor & Stairs;  
**Number of Rooms** 9 above; 0 below  
**Number of Bedrooms** 5 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 1,288  
**Basement Finished Area**  
**Plumbing** 2 Standard Bath - 3 Fi; 1 Sink;  
**Central Air** No  
**Heat** Yes  
**Fireplaces**  
**Porches**  
**Decks** Wood Deck (144 SF); Bsmt Entry/Encl Strs (28 SF); Concrete Patio (144 SF);  
**Additions** 1 Story Frame (196 SF) (196 Bsmt SF);  
 1 Story Frame (168 SF) (168 Bsmt SF);  
**Garages**

## Permits

Permit #	Date	Description	Amount
CF 07848	04/10/2017	Ext-Remodel	16,000
CF HA 0129	10/24/2000	Misc	0
325	09/10/1997	Int-Remodel	2,000

**Valuation**

Classification	2021	2020	2019	2018	2017
	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$27,490	\$19,400	\$19,400	\$19,400	\$19,400
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$103,290	\$110,310	\$110,310	\$78,980	\$105,170
= Gross Assessed Value	\$130,780	\$129,710	\$129,710	\$98,380	\$124,570
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$130,780	\$129,710	\$129,710	\$98,380	\$124,570

**Taxation**

	2020	2019	2018	2017
	Pay 2021-2022	Pay 2020-2021	Pay 2019-2020	Pay 2018-2019
+ Taxable Land Value	\$10,943	\$10,684	\$11,042	\$10,790
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$62,225	\$60,752	\$44,954	\$58,497
= Gross Taxable Value	\$73,168	\$71,436	\$55,996	\$69,287
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$73,168	\$71,436	\$55,996	\$69,287
x Levy Rate (per \$1000 of value)	33.00838	33.14094	32.53716	33.22510
<b>= Gross Taxes Due</b>	<b>\$2,415.16</b>	<b>\$2,367.46</b>	<b>\$1,821.95</b>	<b>\$2,302.00</b>
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Net Taxes Due</b>	<b>\$2,415.16</b>	<b>\$2,367.46</b>	<b>\$1,821.95</b>	<b>\$2,302.00</b>

**Tax History**

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	\$0	No		327299
	September 2021	\$18	Yes	10/14/2021	
2020	March 2022	\$1,208	No		327299
	September 2021	\$1,208	Yes	10/14/2021	
2019	March 2021	\$53	Yes	6/21/2021	240910
	September 2020	\$160	Yes	6/21/2021	
2019	March 2021	\$1,184	Yes	6/21/2021	240910
	September 2020	\$1,184	Yes	6/21/2021	
2019	March 2021	\$0	No		240910
	September 2020	\$4	Yes	6/21/2021	
2018	March 2020	\$911	Yes	5/1/2020	064329
	September 2019	\$911	Yes	11/1/2019	
2018	March 2020	\$0	No		064329
	September 2019	\$14	Yes	11/1/2019	
2017	March 2019	\$4	Yes	4/26/2019	064329
	September 2018	\$0	No		
2017	March 2019	\$1,151	Yes	4/26/2019	064329
	September 2018	\$1,151	Yes	11/2/2018	
2017	March 2019	\$0	No		064329
	September 2018	\$17	Yes	10/29/2018	
2017	March 2019	\$17	Yes	4/26/2019	064329
	September 2018	\$0	No		
2016	March 2018	\$35	Yes	5/9/2018	064329
	September 2017	\$0	No		
2016	March 2018	\$1,176	Yes	5/9/2018	064329
	September 2017	\$1,176	Yes	8/30/2017	
2016	March 2018	\$4	Yes	5/9/2018	064329
	September 2017	\$0	No		

**Pay Property Taxes**

[Click here to pay property taxes for this parcel.](#)

**Photos**



**Polling Location**

View Polling Location

**Recent Sales In Area**

**Sale date range:**

From:

11/23/2018

To:

11/23/2021

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

**No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Tax Sale Certificate, Special Assessments.**

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DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** November 23, 2021  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Matthew & Christine Porter  
234 Clark Drive  
Cedar Falls, IA 50613

182.62 September 2021  
2.74 2021 (fees)  
\$185.36 Total owed

Property address: 234 Clark Dr., CF  
Parcel #8914-14-202-025

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.

MATTHEW J. PORTER  
CHRISTINE A. PORTER

---

TO THE ABOVE-NAMED PERSON(S):	Matthew J. Porter Christine A. Porter
PROPERTY DESCRIPTION:	234 Clark Drive, Cedar Falls, Iowa Black Hawk County Parcel #8914-14-202-025
LEGAL DESCRIPTION OF PROPERTY:	Westwood Heights Addition, Lot 64, 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 234 Clark Drive pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 3, 2022**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline 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 234 CLARK DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8914-14-202-025

WHEREAS, it was determined that the property located at 234 Clark Drive, being legally described as Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-14-202-025, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 234 Clark Drive (Parcel ID 8914-14-202-025) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow the above-described property, in the amount of \$237.36 (\$185.36 + \$52.00 recording fee), be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Westwood Heights Addition, Lot 64, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-14-202-025

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 3rd day of January, 2022.

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

ATTEST:

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

INVOICE

Item 12.

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

(319) 273-8600

TO: MATTHEW & CHRISTINE PORTER  
234 CLARK DRIVE  
CEDAR FALLS, IA 50613

INVOICE NO: 37833  
DATE: 9/28/21

CUSTOMER NO: 5506/5506

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 9/27/21 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE INV.#17406 CODE ENFORCEMENT/ADMIN. COSTS	182.62	182.62
			\$142.50
			\$40.12

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$182.62

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/28/21 DUE DATE:10/28/21  
CUSTOMER NO: 5506/5506

NAME: PORTER, MATTHEW & CHRISTINE  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 37833  
TERMS: NET 30 DAYS

AMOUNT: \$182.62



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

November 4, 2021

Matthew & Christine Porter  
234 Clark Drive  
Cedar Falls, IA 50613

Dear Matthew & Christine Porter,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 9/27/21 for \$182.62, as well as late fees of \$2.74 for a total amount due of \$185.36. **If no payment is received by November 19, 2021 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig  
Financial Clerk

Enclosure





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: 9/16/2021 Case # 21-0565-GRSS
PROPERTY RESIDENT: Matthew J Porter
PROPERTY ADDRESS: 234 Clark Dr
Cedar Falls IA 50613
Property Owner Name: Matthew J Porter
Property Owner Address: 234 Clark 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:

WESTWOOD HEIGHTS ADDITION LOT 64

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 9/23/2021, 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.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Table with 3 columns: Code Section, Nature of the Violation, Comply By

"OUR CITIZENS ARE OUR BUSINESS"

IACF 11-297(a)(19) For un-mowed grass or weeds, in violation of section 17-246 of this 9/23/2021  
Un-mowed Grass or code.  
Weeds

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Vicky Satterlee  
Code Enforcement Officer















# Beacon<sup>TM</sup> Black Hawk County, IA

## Summary

**Parcel ID** 891414202025  
**Alternate ID**  
**Property Address** 234 CLARK DR  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** WESTWOOD HEIGHTS ADDITION LOT 64  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 2009-004119 (8/21/2008)  
**Contract Book/Page**  
**Gross Acres** 0.00  
**Net Acres** 0.00  
**Adjusted CSR Pts** 0  
**Class** R - Residential  
 (Note: This is for assessment purposes only. Not to be used for zoning.)  
**District** 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH  
**School District** CEDAR FALLS COMMUNITY SCHOOLS



## Owner information

**Deed**  
 PORTER, MATTHEW J  
 234 CLARK DR  
 CEDAR FALLS IA 50613

**Deed**  
 PORTER, CHRISTINE A  
 234 CLARK DR  
 CEDAR FALLS IA 50613

**Mail To**  
 PORTER, MATTHEW J  
 234 CLARK DR  
 CEDAR FALLS IA 50613

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/15/2008	EUCHNER,RUSSELL E	PORTER,MATTHEW J	2009-00004119	TRANSFER TO/BY ESTATE - PRIOR 09	Deed		\$183,000.00

## Land

**Lot Dimensions** Regular Lot: 135.00 x 80.00  
**Lot Area** 0.25 Acres; 10,800 SF  
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** Split Level Frame  
**Architectural Style** N/A  
**Year Built** 1964  
**Exterior Material** Vinyl  
**Total Gross Living Area** 1,296 SF  
**Attic Type** None;  
**Number of Rooms** 5 above; 0 below  
**Number of Bedrooms** 3 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 1,296  
**Basement Finished Area** 650 - Living Qtrs. (Multi)  
**Plumbing** 1 Standard Bath - 3 Fi; 1 Toilet Room (1/2 Bat; 1 Sink; 1 Mtl Stall Shower Bat;  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces** 1 Masonry;  
**Porches**  
**Decks** Bsmt Gar Ext (528 SF); Wood Deck (320 SF);  
**Additions**  
**Garages** Basement Stall - 2 stalls;

## Permits

Permit #	Date	Description	Amount
CF 15624	06/30/2010	Roof	6,500
CF 12146	09/08/2008	Deck/Patio	15,000
CF 1867	07/11/2003	Garage	22,000
CF HA 0108	09/20/1999	A/C	0

**Valuation**

Classification	2021 Residential	2020 Residential	2019 Residential	2018 Residential	2017 Residential
+ Assessed Land Value	\$36,940	\$28,730	\$28,730	\$28,730	\$28,730
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$157,020	\$157,020	\$157,020	\$157,020	\$157,020
= Gross Assessed Value	<b>\$193,960</b>	<b>\$185,750</b>	<b>\$185,750</b>	<b>\$185,750</b>	<b>\$185,750</b>
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	<b>\$193,960</b>	<b>\$185,750</b>	<b>\$185,750</b>	<b>\$185,750</b>	<b>\$185,750</b>

**Taxation**

	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+ Taxable Land Value	\$16,206	\$15,823	\$16,353	\$15,980
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$88,574	\$86,478	\$89,373	\$87,336
= Gross Taxable Value	<b>\$104,780</b>	<b>\$102,301</b>	<b>\$105,726</b>	<b>\$103,316</b>
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	<b>\$104,780</b>	<b>\$102,301</b>	<b>\$105,726</b>	<b>\$103,316</b>
x Levy Rate (per \$1000 of value)	33.00838	33.14094	32.53716	33.22510
<b>= Gross Taxes Due</b>	<b>\$3,458.62</b>	<b>\$3,390.35</b>	<b>\$3,440.02</b>	<b>\$3,432.00</b>
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$160.09)	(\$160.73)	(\$157.81)	(\$161.14)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
<b>= Net Taxes Due</b>	<b>\$3,298.53</b>	<b>\$3,229.62</b>	<b>\$3,282.21</b>	<b>\$3,270.86</b>

**Tax History**

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	\$1,649	No		374975
	September 2021	\$1,649	No		
2019	March 2021	\$1,615	Yes	6/21/2021	256376
	September 2020	\$1,615	Yes	6/21/2021	
2019	March 2021	\$0	No		256376
	September 2020	\$4	Yes	6/21/2021	
2019	March 2021	\$73	Yes	6/21/2021	256376
	September 2020	\$218	Yes	6/21/2021	
2018	March 2020	\$1,641	Yes	6/21/2021	068625
	September 2019	\$1,641	Yes	6/21/2021	
2018	March 2020	\$271	Yes	6/21/2021	068625
	September 2019	\$418	Yes	6/21/2021	
2017	March 2019	\$1,636	Yes	8/21/2018	068625
	September 2018	\$1,636	Yes	8/21/2018	
2016	March 2018	\$0	No		068625
	September 2017	\$75	Yes	12/19/2017	
2016	March 2018	\$75	Yes	2/22/2019	068625
	September 2017	\$0	No		
2016	March 2018	\$1,673	Yes	2/22/2019	068625
	September 2017	\$1,673	Yes	12/19/2017	
2016	March 2018	\$4	Yes	2/22/2019	068625
	September 2017	\$0	No		

**Pay Property Taxes**

[Click here to pay property taxes for this parcel.](#)

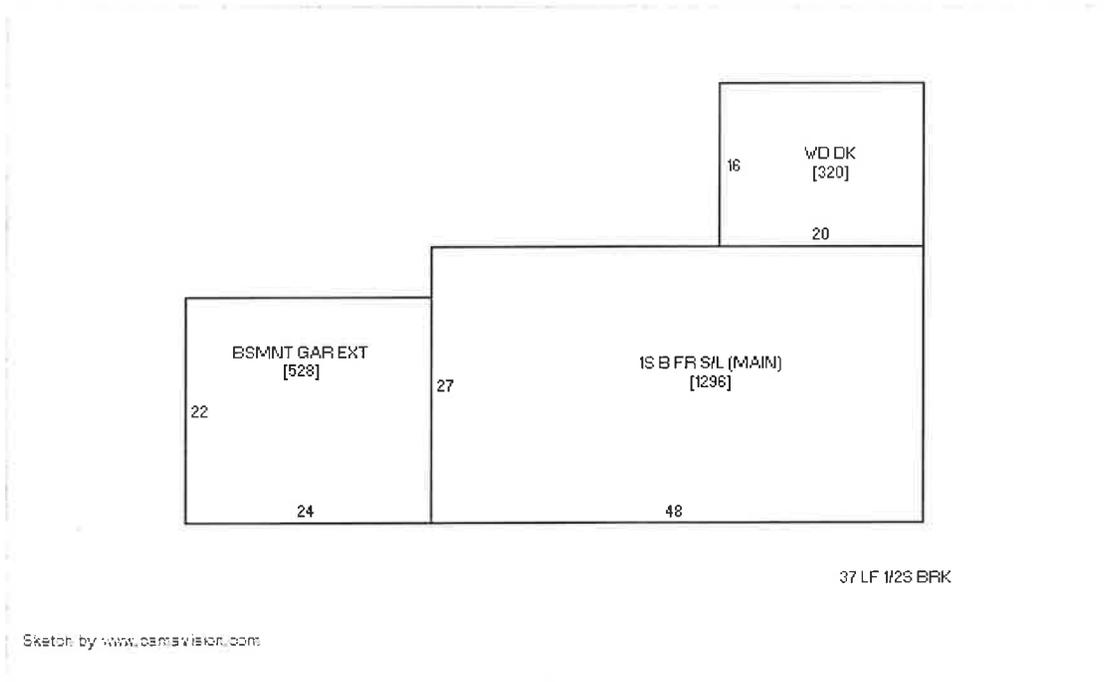
**Tax Sale Certificate**

Date: 6/21/2021 Certificate: 2021-000661

**Photos**



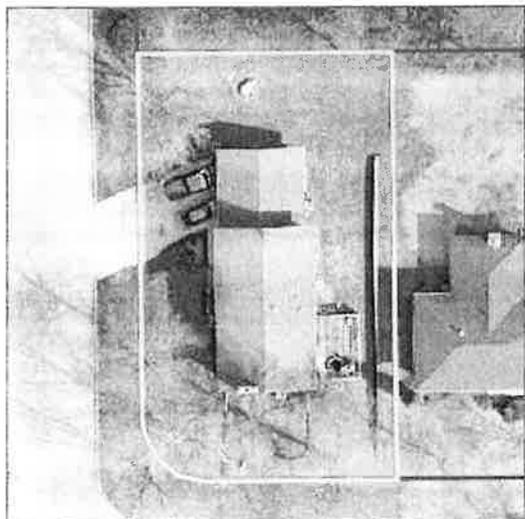
Sketches



Show Deed/Contract

[Show Deed/Contract](#)

Map



**Polling Location**

Map Container

**Recent Sales In Area**

**Sale date range:**

**From:**

11/23/2018

**To:**

11/23/2021

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Special Assessments.

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Version 2.3.163



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# CEDAR FALLS PUBLIC LIBRARY

524 Main Street / Cedar Falls, IA 50613

---

## MEMORANDUM

TO: Mayor Green and City Council Members  
FROM: Kelly Stern, Library Director  
DATE: December 22, 2021  
SUBJECT: 2021 American Rescue Plan Act (ARPA) Grant to the Cedar Falls Public Library

The Cedar Falls Public Library was awarded a 2021 American Rescue Plan Act (ARPA) Grant from the State Library of Iowa for the sum of \$5,000 for the purchase of a book bike to take library collections and services to outreach events such as Storytime in the Park, local festivals, etc. Attached is the Grant Award Letter and Grant Agreement for your reference.

If you have any questions regarding the grant project, please feel free to contact me.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations

PHONE  
319.273.8643

WEB  
[cedarfallslibrary.org](http://cedarfallslibrary.org)



## 2021 American Rescue Plan Act (ARPA) Grant Award Letter

Grant #  
ARPA-2021 132

The Cedar Falls Public Library has been awarded a 2021 American Rescue Plan Act (ARPA) Grant for the sum of \$ 5,000. Your library will be reimbursed for expenses rather than receive a lump sum payment at the start of the project.

Please sign the Agreement, Attachment A and Attachment B and Attachment C and submit **immediately**. **Do not begin work on your project, or begin purchasing until all parties have signed and you receive the final version of the Agreement.**

If you make purchases online, and pay with a credit card, save the order confirmation, any invoices, or bills, credit card statements, and copies of checks used to pay it, or payment confirmation for online purchases. **Save everything** that shows you ordered it, received it (like packing slips), were charged for it, and paid it. Submit all this proof when you request reimbursement.

After the project is complete, pay all the bills, and then apply for reimbursement. Submit these materials to receive reimbursement:

- The State of Iowa General Accounting Expenditure (GAX) form
- copies of order confirmations, packing slips, credit card statements, invoices
- copies of the checks or proof of payment

The grant amount of money must be expended by January 31, 2022.  
The request for reimbursement must be made by April 29, 2022.  
If you have any questions, please contact us.

Marie Harms  
Library Program Director  
515-281-3464  
marie.harms@iowa.gov

Nancy Medema  
Library Program Director  
515-281-4328  
Nancy.medema@iowa.gov

# 2021 American Rescue Plan Act (ARPA) Grant Grant Agreement

Grant Agreement # ARPA 2021 132

State of Iowa, State Library of Iowa, 1112 E Grand Ave, Des Moines, IA 50319  
Department Contact: Michael Scott, State Librarian, 515-242-5062 | michael.scott@iowa.gov  
Program Coordinator: Nancy Medema | Program Director | 515-281-4328 | nancy.medema@iowa.gov  
Program Coordinator: Marie Harms | Program Director | 515-281-3464 | marie.harms@iowa.gov

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Library Name [Grantee] Cedar Falls Public Library

Grant Project Manager Name Kelly Stern

Grant Project Manager Title Library Director

Phone number 319-268-5541

Email address director@cedarfallslibrary.org

Title of the Grant Project CFPL Book Bike

Grant Period from 06/16/2021 to 01/31/2022

Grant Amount \$ 5,000

## Description of the Grant Project

Purchase of a book bike and electric assist to allow small collections to be taken to outside programs and outreach locations. This will provide us another safe alternative to provide patrons services.

## Project Evaluation Plan

We will assess patron and circulation statistics, anecdotal and written feedback from patrons, and anecdotal and written feedback from staff using the book bike.

**PAYMENT PROVISIONS:**  
A Reimbursement Request will be submitted by the Grantee upon completion of project.

**INCORPORATION OF DOCUMENTS:**  
Attachment A Minority Impact Statement  
Attachment B Certification regarding: Nondiscrimination; debarment and suspension, drug-free workplace; Federal Debt Status; Lobbying and Publicity  
Attachment C CIPA Compliance Certification Form

**TERMINATION:** This agreement may be terminated by either party upon thirty (30) days written notice.

**AMENDMENTS:** Requests for and approval of amendments to the agreement must be mutually acceptable and in writing.

**INDEMINIFACATION:** The grantee agrees jointly and severally to indemnify and hold the State, its successors, and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the grantee to perform fully and comply with the terms and obligations of this agreement.

**AVAILABILITY OF FUNDS:** Its continuation is subject to the future availability of Federal funds under the ARPA grant program from which it is supported.

**RECORD RETENTION:** As a sub-recipient of federal funds, the grantee agrees to maintain books, records, and documents (including original receipts) which sufficiently and properly document and calculate all charges billed to the Agency for a period of five (5) years following the date of the final payment or completion of any required audit, whichever is later.

**ASSURANCE:** The GRANTEE, by signatures affixed below, assures the Department that the grantee is operating in compliance with all applicable FEDERAL, STATE, and LOCAL statutes, rules and regulations.

**REPRESENTATIONS:** Representations, verbal or written, that may have been made prior to the signing of this agreement and not expressly stated in the terms of this agreement, are nonbinding, void and of no effect. Neither party has relied on such prior representations in entering into this agreement.

<p><small>DocuSigned by:</small> <i>Kelly Stern</i> <small>0E4AF0F005D1494</small> _____ Library Grants Representative</p>	<p>Library Director _____ TITLE</p>	<p>6/16/2021 _____ DATE</p>
<p><small>DocuSigned by:</small> <i>Nancy Medema</i> <small>0E5705D918C1481</small> _____ State Library of Iowa Grant Coordinator</p>	<p>Program Director _____ TITLE</p>	<p>6/16/2021 _____ DATE</p>
<p><small>DocuSigned by:</small> <i>Michael Scott</i> <small>4807D5800226150</small> _____ State Library of Iowa State Librarian</p>	<p>State Librarian _____ TITLE</p>	<p>6/16/2021 _____ DATE</p>

## ATTACHMENT A MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

**Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).**

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- Women  
 Persons with a Disability  
 Blacks  
 Latinos  
 Asians  
 Pacific Islanders  
 American Indians  
 Alaskan Native Americans  
 Other

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- Women  
 Persons with a Disability  
 Blacks  
 Latinos  
 Asians  
 Pacific Islanders  
 American Indians  
 Alaskan Native Americans  
 Other

- The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

<small>DocuSigned by:</small>  <small>DE4AE0F085D1484</small>	Library Director Title	6/16/2021 Date
Library Grantee Representative		

**Definitions**

“Minority Persons”, as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability”, as defined in Iowa Code Section 15.102, subsection 5, paragraph “b”, subparagraph (1):b. As used in this subsection:

“Disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

“Disability” does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency”, as defined in Iowa Code Section 8.11, means a Department, board, bureau, commission, or other agency or authority of the State of Iowa.

It is the policy of the Iowa Department of Education not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, gender, disability, religion, age, political party affiliation, or actual or potential parental, family or marital status in its programs, activities, or employment practices as required by the Iowa Code sections 216.9 and 256.10(2), Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. § 206, et seq.), Title IX (Educational Amendments, 20 U.S.C.§§ 1681 – 1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. § 794), and the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.). If you have questions or grievances related to this policy, please contact the Legal Consultant, Department of Education, Grimes State Office Building, Des Moines, Iowa 50319-0146, 515/281-5295.

**ATTACHMENT B****CERTIFICATIONS REGARDING: NONDISCRIMINATION; DEBARMENT AND SUSPENSION; DRUG-FREE WORKPLACE;  
FEDERAL DEBT STATUS; LOBBYING AND PUBLICITY****1. Nondiscrimination**

The authorized representative, on behalf of the SUB-GRANTEE, certifies that the SUB-GRANTEE will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs; and
- (d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.

**2. Debarment and Suspension**

The SUB-GRANTEE shall comply with 2 C.F.R. part 3185. The authorized representative, on behalf of the SUB-GRANTEE, certifies to the best of his or her knowledge and belief that neither the SUB-GRANTEE nor any of its principals for the Five-Year Plan:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a); or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the SUB-GRANTEE is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The SUB-GRANTEE, as a primary tier participant, is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The SUB-GRANTEE is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the SUB-GRANTEE enters into covered transactions.

**3. Drug-Free Workplace**

The authorized representative, on behalf of the SUB-GRANTEE, certifies, as a condition of the award, that the SUB-GRANTEE will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the SUB-GRANTEE as the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the SUB-GRANTEE's employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents that the SUB-GRANTEE keeps on file in its offices) all known workplaces under its Federal awards.

**4. Federal Debt Status**

The authorized representative, on behalf of the SUB-GRANTEE, certifies to the best of his or her knowledge and belief

that the SUB-GRANTEE is not delinquent in the repayment of any Federal debt.

**5. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of \$100,000) (31 U.S.C. § 1352)**

The authorized representative certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The authorized representative shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

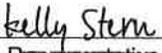
**6. Publicity**

Grant recipients are required to acknowledge in any publicity about the project or any publications resulting from this project, the American Rescue Plan Act (ARPA) and the State Library of Iowa. The acknowledgment should read, "**This (publication/activity/project/Web site) is supported by the Institute of Museum and Library Services under the provisions of the American Rescue Plan Act (ARPA) as administered by the State Library of Iowa.**" This includes all newspaper articles about the project.

This certification is a material representation of fact upon which reliance is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S. C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned further provides assurances that it will include, as applicable, the language of the certifications in all sub awards and that all sub recipients shall certify and disclose accordingly.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

<p>DocuSigned by:          _____        Library Grantee Representative</p>	<p>Library Director        _____        Title</p>	<p>6/16/2021        _____        Date</p>
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**ATTACHMENT C  
CIPA COMPLIANCE CERTIFICATION**  
for Public Libraries

As the authorized library representative, I hereby certify that the library is  
(check only **one** of the following boxes)

A.  CIPA Compliant now

The applicant library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

Name of technology protection measure installed

\_\_\_\_\_

**OR**

B.  Not yet CIPA Compliant, but will be

The applicant library has plans to comply with the requirements of Section 9134 (f)(1) of the Library Services and Technology Act

Briefly state the plan to become CIPA compliant and indicate the date by which this will be done.

B.  The CIPA requirements do not apply because **no funds** made available under the ARPA program will be used to purchase electronic equipment capable of accessing the Internet or to pay for direct costs associated with accessing the Internet.

DocuSigned by:

*Kelly Stern*

\_\_\_\_\_  
Library Grantee Representative

Library Director

\_\_\_\_\_  
Title

6/16/2021

\_\_\_\_\_  
Date



## CIPA COMPLIANCE INFORMATION

### Overview

CIPA is the Children's Internet Protection Act, which applies to public libraries and public elementary and secondary school libraries seeking funds under the federal Universal Service (E-rate) program or the American Rescue Plan Act (ARPA) grant programs funded by the Institute of Museum and Library Services (IMLS) and administered by the State Library of Iowa.

### Affected Libraries

The following types of libraries applying for ARPA grants from the State Library of Iowa must be CIPA compliant and must submit the **CIPA Compliance Certification Form** with their signed Grant Agreement.

- Public libraries
- Consortia with public and/or public-school libraries

If a library type listed above is already compliant with CIPA under the rules for receiving E-rate funds, that library is not affected by the rules established for ARPA grant recipients. Accordingly, the compliance information in this document applies **only** to libraries meeting **all three** of the following conditions.

The library is:

- 1) a public library or public elementary or secondary school library,
- 2) NOT required to comply with CIPA through the federal Universal Service (E-rate) program, and
- 3) seeking ARPA funds for the purchase of technology used to access the Internet and/or for the payment of direct costs associated with accessing the Internet.

Libraries that are required to comply with CIPA because of the receipt of funds from the Universal Service (E-rate) program must adhere to a different and more stringent set of requirements. The compliance information in this document does not apply to libraries that must comply with CIPA under the Universal Service (E-rate) rules.

### Purchases That Require CIPA Compliance

A library that is subject to CIPA under the rules for ARPA must comply with the law when either of the following are approved for purchase with ARPA funds:

- technology used to access the Internet, or
- direct costs associated with accessing the Internet (i.e., the costs of connecting to an Internet service provider [ISP]).

### Requirements for Compliance

The policy requires that some form of "technology protection measure" be in use on *all* computers used to access the Internet. *This includes computers that were not purchased with ARPA funds but that are used to access the Internet.* The law provides no other guidance on technology protection measures. According to the CIPA legislation, the technology protection measure may be disabled upon the request of the user for "bona fide research or other lawful purposes." The law as applied to ARPA grant recipients *does not differentiate* between minors and adults when a request is made to disable the technology protection measure or unblock a website. Anyone may make such a request. For purposes of CIPA, a "minor" is someone under 17 years of age.

To receive ARPA funds for purchases listed above, the library must have in place a policy of:

- a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and
- b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers."

Note that the difference between (a) and (b) is that (a) applies to minors and includes the category of "visual depictions" that are "harmful to minors", while (b) applies to adults and does not include the category "harmful to minors".

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS  
4600 S. MAIN STREET  
CEDAR FALLS, IOWA 50613

319-273-8612

**MEMORANDUM**

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**To:** Mayor and City Council  
**From:** Jeff Olson, Public Safety Director  
**Date:** December 20, 2021  
**Re:** Overtime Grant

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We are currently in the approval process of an Organized Crime Drug Enforcement Task Force (OCDETF) grant agreement to reimburse the City for overtime expenditures related to drug investigations conducted by members of the Tri-County Drug Task Force. This is a grant that we have received many times in the past that assists in funding for Cedar Falls officers that are assigned to the Task Force. This grant allows for \$3,000 in overtime reimbursement for the period of FY23.

I recommend approval of the grant.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2022 Agreement  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 169846912  
Federal Tax Identification #: 42-6004332

EXO USE Only  
\_\_\_\_\_  
DCN: Y-32-

Amount Requested:  
*Amount requested should match the amount calculated on the Initial Funding Form, Page 2.*  
**\$ 3,000.00**  
Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative  
Number: WC-IAN-136  
Operation  
Name: Southwest Express

From: October 1, 2022  
Beginning Date of Agreement  
To: September 30, 2023  
Ending Date of Agreement

Federal Agency Investigations:  
Number: 245C-OM-3317093

State or Local Organization  
Narcotics Supervisor: Captain Jeff Sitzmann  
Telephone Number: (319) 268-5139  
E-mail Address: jeff.sitzmann@cedarfalls.com

Rural Designation  
Rural\* Y  N   
Operation  
Zip Code(s): 50613

State or Local Organization Name:  
Cedar Falls Department of Public Safety  
Address to receive OCDETF paperwork (no PO Boxes):  
Attention:\*\* Lisa Roeding  
220 Clay St  
Cedar Falls, IA 50613

Sponsoring Federal Agency(ies):  
Federal Bureau of Investigation

Sponsoring Federal Agency  
Group/Squad Supervisor: S/A Scott Irwin  
Telephone Number: (319) 743-6501  
E-mail Address: SRIRWIN@FBI.GOV

Please provide the name, telephone number, and email address for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:

Name: Lisa Roeding  
Telephone Number: (319) 273-5105  
E-mail Address: LISA.ROEDING@CEDARFALLS.COM

Agreement (FY22), Page 1

\*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>. NOTE - ONLY include one zip code in the Rural designation box if case is classified as Rural.

\*\*Include the name of the person the form should be mailed to.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
*FY 2022 Agreement Initial Funding Form*  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: WC-IAN-136

Amount Requested: \$ 3,000.00  
*This amount should be entered on Page 1 of the Reimbursable Agreement.*

*Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.*

**Agreement Activity:** *(Please check all that apply)*

Surveillance     Takedown     Trial/Court     Wire:     Approved Pending     Other

*If Other, please describe the type of investigative activity the State & Local Agency will be participating in:*

**Factors to Consider when Determining the Initial Agreement Amount:** *(Required)*

Average Officer Overtime Rate:	Estimated overtime hours for your active investigation plan, from the agreement start date:	Prior year agreement spending, if any:
<u>\$ 57.59</u>	<u>52.00</u>	<u>\$ 4,886.83</u>

*Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:*

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2022.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. *Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.*
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: [Signature] Police Chief 11-8-2021  
*Authorized State or Local Official Title Date*

CRAIG R. BERTÉ  
*Print Name*

Approved By: [Signature] 12/09/2021  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*

Scott Irwin  
*Print Name*

Approved By: [Signature] 12/14/2021  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: [Signature] 12/14/2021  
*Assistant United States Attorney Regional OCDETF Director/Program Specialist Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Organization: Cedar Falls Department of Public Safety

OCDETF Investigation / Strategic Initiative Number: WC-IAN-136

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	MIKE MARCOTTE	INVESTIGATOR	1/8/87
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

## ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES OCDETF State and Local Overtime Policies and Procedures

### West Central Region Addendum A

#### Definition of “Full-Time Participation” Exemption

The “full-time” rule states:

Officers assigned to an OCDETF investigation are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the single investigation **or multiple OCDETF investigations; i.e. the officer/agent is working more than one OCDETF investigation or he/she is assigned to a task force working exclusively OCDETF investigations.** The parent State or local agency must pay the base salary of these officers.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

**An agent/officer can work/claim up to a maximum of 16 hours per month of overtime without working any regular hours on an OCDETF investigation.**

**Additionally, there may be exceptions granted for special circumstances for one-time events such as T-III surveillance, canine searches, aerial surveillance, controlled deliveries, etc. All special circumstances MUST be approved in writing via email by the OCDETF Agency Regional Coordinator prior to use. If special circumstances are NOT approved in advance, the exception will not be granted.**



## DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS  
 6510 HUDSON ROAD  
 CEDAR FALLS, IOWA 50613  
 PH: 319-268-4266  
 FAX: 319-277-9707

## MEMORANDUM

**TO:** Mayor Green and City Council  
**FROM:** Heather Skeens, Cultural Programs Supervisor  
**DATE:** January 3, 2022  
**SUBJECT:** Iowa Arts Council - Humanities Project Grant award

On December 13, the Hearst Center was awarded \$5,000 from the Iowa Arts Council through the Humanities Project Grant opportunity. Our request focused on supporting expenses related to an exhibition that will be on view in February and March of 2022, titled "Our Town: Reclaiming the Narrative." The exhibition is a rented show, independently curated, which is traveling across the state of Iowa. The show is being organized in conjunction with Hearst staff, and will include unique elements for our location, such as oral history interviews and loaned artworks from venues including the Waterloo Center for the Arts, University of Northern Iowa Gallery of Art, the Grinnell College Museum of Art, and several artists practicing across the US.

The grant does have a match requirement. Friends of the Hearst received a \$2,000 donation from the Walter and Karla Goldschmidt Foundation for this project. Friends will support an additional \$600 toward programming expenses. \$1,250 will be used as match from the "exhibition fees" line of the Cultural Programs budget. The remaining match will come from in-kind staff time.

The Humanities Project Grant opportunity from the Iowa Arts Council offers support for public humanities projects that encourage contemplation, spark conversation, and engage the community. Funded projects use the humanities as the central resource to involve and benefit diverse groups of Iowans through educational programming that explores the human experience.

Funding for the Humanities Project Grant is made possible by an appropriation from the National Endowment for the Humanities, a federal agency, to the Iowa Department of Cultural Affairs.

Staff requests approval of the grant agreement. Please reach out if you have any questions.

CC: Jennifer Pickar, Tourism and Cultural Programs Manager  
 Stephanie Sheetz, Community Development Director



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
 www.cedarfalls.com

### MEMORANDUM

*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** December 27, 2021  
**SUBJECT:** Lease approvals on flood buyout properties

The City has leased vacant parcels of land to nearby neighbors for a number of years. The leases are for three years and then must be renewed, if interest continues. There may also be new leases in-between that time, as any new interest is expressed. At each three-year term, we update any leases, to streamline administration by keeping them on the same timeframe.

Attached to this cover memo are leases requested starting January 1, 2022 – December 31, 2024. The individuals who signed the leases provided the City with the necessary liability insurance coverage in order to utilize the property.

Public Works staff believes the leasing program is very beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves maintenance dollars and allows park staff to spend time maintaining higher priority properties.

The Departments of Public Works and Community Development recommend that the City Council approve these leases. Let me know if you have any questions or comments.

xc: Brian Heath, Operation & Maintenance Division Manager  
 Chase Schrage, Director of Public Works  
 JJ Lillibridge, Recreation & Community Programs Manager

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-01-128-001, 8914-01-104-015

LEASE NO. PK-2022-005 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa, 50613, and Paula DeBuhr ("Tenant"), whose address for the purpose of this lease is 428 Longview Street, Cedar Falls, IA 50613.

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

CEDAR ACRES ADDITION LOT 12  
CEDAR ACRES ADDITION LOT 14

identified as Parcel Number 8914-01-128-001, 8914-01-104-015 by the Black Hawk County Assessor, such parcel being located in the City of Cedar Falls, Iowa, and as shown on the map attached as Exhibit "A" (hereinafter the "Premises"), for a term beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2024, upon the condition that Tenant performs as provided in this Lease.

**2. RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

**3. POSSESSION.** Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

**4. USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences,

buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

**5. CARE AND MAINTENANCE.**

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.

**6. SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

**7. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

**8. INSURANCE.** Tenant shall show proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

**9. INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), 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 Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. The following shall constitute an event of default by Tenant: failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**11. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands in connection with this Lease shall be sent to the following addresses:

Landlord:

Cedar Falls Recreation Center  
Attn: Administrative Supervisor  
110 E. 13<sup>th</sup> Street  
Cedar Falls, IA 50613

Tenant:

As stated above

**12. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**13. ADDITIONAL PROVISIONS.**

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 26, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

**14. TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

**15. PROPERTY MANAGER.** The City Director of Community Development, or his or her designee, is authorized to manage the Premises covered by this Lease.

**16. ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

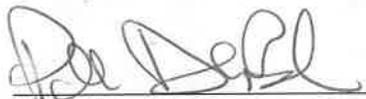
\_\_\_\_\_  
Robert M Green, Mayor

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

**TENANT**

By:

  
\_\_\_\_\_  
Signature

Paula DeBuhr  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

Signed copies of the Lease shall be returned to the Cedar Falls Recreation Center at the address listed in Paragraph 11 above.

### Exhibit A Map of Premises to be Leased







AMENDMENT HOMEGUARD POLICY  
BREMER MUTUAL INSURANCE ASSOCIATION  
111 1ST AVE. SE - BOX 856 - WAVERLY, IA 50677-0856

Policy Number:	81329	06
Renewal Of:	81329	
Period From:	02/28/21	
To:	02/28/22	12:01am
Effective:	07/28/21	

Insurance is afforded only with respect to property and coverage indicated below or by endorsement and secured by specific premium charges. If this policy is issued for a period in excess of one year, the premium shall be determined annually on the basis of the rates in effect at the anniversary date. This declaration page replaces all previously issued declarations bearing the same policy number.

NAMED INSURED:  PAULA DEBUHR DEVON DEBUHR 428 LONGVIEW ST CEDAR FALLS IA 50613  (319) 939-2966	AGENT: 1-015-0025 DAN ERSKINE INS AGENCY, INC 319-352-5994 PO BOX 812 WAVERLY, IA 50677	AGENT NO.: 025
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DESCRIPTION OF INSURED PREMISES:  
001 428 LONGVIEW ST CEDAR FALLS COUNTY 007 IA

MORTGAGEE OR LOSS PAYABLE:  
1 \* PENNYMAC LOAN SERVICES LLC LOAN NUMBER: 8022571369  
ISAOA / ATIMA  
PO BOX 6618  
SPRINGFIELD OH 45501-6618  
VERIDIAN CREDIT UNION  
ISAOA  
PO BOX 2327  
SIOUX CITY IA 51106

DEDUCTIBLE AMOUNT: \$1000 DEDUCTIBLE

SECTION I - PROPERTY - INSURED ITEMS:

L/IT/FC	DESCRIPTION	DIMENSIONS	YR	ROOF	SUM	PREMIUM
		W L H	BLT	KIND YR	INSURED	
1 02 08*	HOMEGUARD DWLG	1172SF	1ST 1955	ASPH 21	175,000	678.64
	UNSCHEMULED PERSONAL PROPERTY				131,250	INCLUDED
	APPURTENANT PRIVATE STRUCTURES				17,500	INCLUDED
	ADDITIONAL LIVING EXPENSE				35,000	INCLUDED
	SPECIAL ENDORSEMENT PKG.	HG90 HG106 HG107				75.00
	INCLUDES: DWELLING REPLACEMENT COST					INCLUDED
	DWLG ADDL COVERAGE (SPECIAL FORM)					INCLUDED
	PERSONAL PROPERTY REPL COVERAGE					INCLUDED
1 04	WATER BACKUP OF SEWER	HG368			5,000	70.00
	SUBJECT TO \$1,000 DEDUCTIBLE					INCLUDED
	WATER BACKUP OF SEWER IS FULLY EARNED					INCLUDED
	AND NON-REFUNDABLE					INCLUDED
1 05	SERVICE LINE COVERAGE	HG456			10,000	30.00
	NOTE: \$500 DEDUCTIBLE					INCLUDED
	SERVICE LINE COVERAGE IS FULLY EARNED					INCLUDED
	AND NON-REFUNDABLE					INCLUDED
06	DETACHED GARAGE	024 028 1ST	1968	ASPH		.00
	EQUIPMENT BREAKDOWN DWLG					43.00
	\$100,000 COVERAGE LIMIT - \$500 DEDUCTIBLE					
	THIS COVERAGE IS PROVIDED BY GRINNELL MUTUAL					
	REINSURANCE COMPANY					
	NONREFUNDABLE POLICY FEE					10.00
	THIS POLICY FEE IS FULLY EARNED AND NON-REFUNDABLE					

CONTINUED



AMENDMENT HOME GUARD POLICY  
BREMER MUTUAL INSURANCE ASSOCIATION  
111 1ST AVE. SE - BOX 856 - WAVERLY, IA 50677-0856

Policy Number:	81329	06
Renewal Of:	81329	
Period From:	02/28/21	
To:	02/28/22	12:01am
Effective:	07/28/21	

CONTINUED

Insurance is afforded only with respect to property and coverage indicated below or by endorsement and secured by specific premium charges. If this policy is issued for a period in excess of one year, the premium shall be determined annually on the basis of the rates in effect at the anniversary date. This declaration page replaces all previously issued declarations bearing the same policy number.

NAMED INSURED:  PAULA DEBUHR DEVON DEBUHR 428 LONGVIEW ST CEDAR FALLS IA 50613  (319) 939-2966	AGENT: 1-015-0025 DAN ERSKINE INS AGENCY, INC 319-352-5994 PO BOX 812 WAVERLY, IA 50677	AGENT NO.: 025
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GRINNELL MUTUAL REINSURANCE COMPANY - GRINNELL, IOWA  
ID: 01-015 LIABILITY POLICY NUMBER: 81329

E LIABILITY TO PUBLIC	300,000 EACH OCCURRENCE	53.00
	600,000 ANNUAL AGGREGATE	
F MEDICAL PAYMENTS TO PUBLIC	2,000 EACH PERSON	
E-1 DAMAGE TO PROPERTY OF OTHERS	1,000 EACH OCCURRENCE	
TOTAL SECTION II LIABILITY PREMIUM:		53.00
		53.00

SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS:

- GMIL 4618 07-15 Oil Gas or Injection Well Liab Exclusion
- GMIL 4660 01-18 MUTUAL CONDITIONS
- GMIL 4670 01-19 Max Liab Limit w/Multiple policies
- GMIL 4684 07-18 Statement of Liability Insurance Carrier
- GMIL 4722 7-09 Identity Theft Exp Cov - HG FG PL
- GMIL 4791 10-11 Civil Union End. FM DP HG FG PL OLT
- GMIL 7001 05-18 GMRC PRIVACY NOTICE
- HG 106 01-19 Additional Coverage HG2 HG9
- HG 107 01-16 Specified Structures Repl Cost Loss Sett
- HG 2 07-18 Homeguard Broad form Basic HG2
- HG 342 01-16 Ordinance or Law Coverage HG2 & HG9 ONLY
- HG 351 01-20 Fungi/Bacteria cov. limitation HOMEGUARD
- HG 368 01-16 Water Backup thru Sewer/drain w/limits
- HG 372 1-05 Biological & Chemical Exclusion
- HG 376 01-16 Suspension of Property Cov for Nonpay
- HG 456 01-20 Service Line Cov HG2 HG3 HG5 HG9 only
- HG 463 01-21 HOMEGUARD AMENDATORY
- HG 4900 01-18 EQUIPMENT BREAKDOW COVERAGE HOMEGUARDS
- HG 660145 01-20 SPEC.PROV. HG2,3,4,5,6&MHGUARD 1 YEAR
- HG 90 01-16 Personal Property Repl Cost Settlement
- PL 1945 01-16 Personal Injury HG PL
- RC 427 07-20 IMPORTANT NOTICE 307/322 HG/FM/DWLG
- RC 444 07-20 IMP NOTICE RC 445 1 YR ALL POLICY TYPES
- RC 445 07-20 Coverage Limitation Metal surface - All

TOTAL INSURANCE	306,250	959.64
PREMIUM DUE	NIL	.00



Dan Erskine Insurance Agency  
104 2<sup>nd</sup> St NW, PO Box 812  
Waverly, Iowa 50677  
[derskine.iadxbh.com](http://derskine.iadxbh.com) 319-352-5994

12/6/2021

To the City of Cedar Falls.  
Regarding: Paula & Devon Debuhr

The customer's home insurance through Bremer Mutual Insurance automatically extends liability to the two adjacent lots they are renting from the city.



Joy Carney  
Licensed Office Manager  
Dan Erskine Insurance

AUTO HOME LIFE HEALTH BUSINESS



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 891401127005 and 891401127006 \_\_\_\_\_

LEASE NO. \_\_\_\_\_ COUNTY: Black Hawk

THIS LEASE, made and entered into this 19th day of November, 2021, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Robert P. Denny ("Tenant"), whose address for the purpose of this lease is 208 Clair St. Cedar Falls, IA 50613.

The parties agree as follows:

**1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Cedar Falls, Black Hawk County, Iowa legally described as:

**2. RENT.** Tenant agrees to pay Landlord as rent for the Lease term the sum of \$2.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

**3. POSSESSION.** Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

**4. USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks, vehicles or equipment shall be placed or parked on the Premises that are not consistent with the private, non-commercial vegetable or flower garden use. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

**5. CARE AND MAINTENANCE.**

(a) Tenant takes the Premises as is.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.

**6. SURRENDER.** Upon the termination of this Lease, Tenant will surrender the Premises to Landlord in good condition.

**7. ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

**8. INSURANCE. LIABILITY INSURANCE.** Tenant shall show proof of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises. The City of Cedar Falls shall be named as an additional insured on the liability policy.

**9. INDEMNITY.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; and (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity,

including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

**11. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the following address:

Return Both Copies Signed to:

Cedar Falls Recreation Center  
Attn: Kari Voss  
110 E. 13<sup>th</sup> Street  
Cedar Falls, IA 50613

**12. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

**13. ADDITIONAL PROVISIONS.**

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all rules FEMA may impose on the use of the property.

14. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

15. **PROPERTY MANAGER.** The City Director of Community Development, or his or her designee, is authorized to manage the Premises covered by this Lease.

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

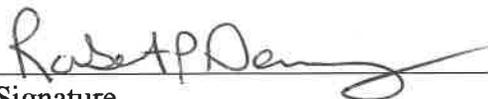
\_\_\_\_\_  
Robert M Green, Mayor

Attest:

\_\_\_\_\_  
Jacque Danielsen, MMC, City Clerk

**TENANT**

By:

  
\_\_\_\_\_  
Signature

Robert P. Denny \_\_\_\_\_  
Print Name

208 Clair St, Cedar Falls, IA 50613 \_\_\_\_\_  
Address





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** December 22, 2021  
**SUBJECT:** CARES Act Community Development Block Grant Funds (CDBG-CV3)  
 Service Agency Contract- Operation Threshold First Amendment

In April 2020, the CARES Act was passed in response to COVID-19. The Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to the pandemic. On September 11, 2020, the City was notified that Cedar Falls would receive \$157,775.00 from the Round 3 funds. HUD prioritized Round 3 funds for households struggling to meet their rental or mortgage obligations, allowing temporary assistance.

On February 1, 2021, the City Council approved the contract with Operation Threshold for \$135,000 to provide financial assistance for qualifying households for rent or mortgage for six months. The remaining funds are used for administrative costs of City Staff and INRCOG.

On December 16, 2021, the City staff received a request from Operation Threshold to extend their contract with the City of Cedar Falls until the end of June, which expired on December 31, 2021. The Operation Threshold has \$20,000 remaining of their allotted \$135,000. Operation Threshold has citizens lined up for the next few months that could benefit from the extension.

Staff recommends approving the contract amendment with Operation Threshold. The City Attorney has reviewed the contract amendment.

Please contact staff with any questions. Thank you.

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

## FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to Agreement for Professional Services is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Operation Threshold** (hereinafter "Agency").

WHEREAS, the City and the Agency entered into a certain Agreement for Professional Services dated February 1, 2021, which established the terms and conditions for Agency to administer rent and mortgage assistance to income-qualified tenants and property owners that are in danger of becoming homeless as a result of COVID-19, (hereinafter the "Agreement"); and

WHEREAS, the Agreement has a term that commenced on January 1<sup>st</sup>, 2021, and is to expire on December 31, 2021; and

WHEREAS, while the Agency has provided significant assistance to qualified participants in conformance with the Agreement, not all of the maximum allowable sum under the Agreement has been expended; and

WHEREAS, the Agency has requested additional time within which the balance of the maximum allowable sum under the Agreement may be expended; and

WHEREAS, the City has determined that the need for the additional funds still exists and that the public interest will be served by an extension of the expiration date for a period of six months; and

WHEREAS, pursuant to its terms, changes in the Agreement may be made by written amendment.

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 hereby agree as follows:

1. Unnumbered but intended to be designated as Section 4 of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

4. COMPLETION DATE

The aforementioned services shall be accomplished beginning January 1st, 2021 and ending June 30, 2022.

2. Section 8, paragraph B of the Agreement is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

B. The AGENCY will submit at least quarterly progress reports providing all information requested on Exhibit C. Quarterly reports shall be due April 15, 2021; July 15, 2021; October 15, 2021; January 15, 2022; April 15, 2022; and July 15, 2022, and shall be submitted to:

Karen Howard  
 City Hall  
 220 Clay Street  
 Cedar Falls, Iowa 50613

3. The City and Agency hereby acknowledge and agree that all of the terms and conditions of the Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this First Amendment to Agreement for Professional Services.

IN WITNESS WHEREOF, City and Agency have executed this First Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

**AGENCY:**

**CITY:**

OPERATION THRESHOLD

CITY OF CEDAR FALLS, IOWA

BY: *Barbara A. Grant*

BY: \_\_\_\_\_

ATTEST: *David Konneyer*

ATTEST: \_\_\_\_\_

DATE: *December 20, 2021*

DATE: \_\_\_\_\_



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
Phone: 319-273-8600
Fax: 319-268-5126
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert Green and City Council
FROM: Michelle Pezley, Planner III
Matt Tolan, PE, Civil Engineer
DATE: December 27, 2021
SUBJECT: West Viking Road Industrial Park Phase V and VI Preliminary Plat (PP21-007)

REQUEST: Request to approve a Preliminary Plat for West Viking Road Industrial Park Phase V and VI

PETITIONERS: Eric Cannon and Lindsay Beaman; Snyder & Associates; applicant City of Cedar Falls, property owner

LOCATION: Approximately 200 acres of land located south of West Viking Road and east of South Union Road; west of the existing Viking Industrial Park.

PROJECT #: PP21-007 West Viking Road Industrial Park Phase V Preliminary Plat

PROPOSAL

The applicant submitted a request for a preliminary subdivision plat for Cedar Falls West Viking Road Industrial Park Phase V, which includes 29 building lots and four outlots for the regional stormwater



management and buffers, and one outlot that will be deeded to neighboring property on approximately 200 acres of land. The site is located south of W. Viking Road and east of S. Union Road; west of the existing Viking Industrial Park. The preliminary plat also indicates the location of streets and stormwater management areas. Per the subdivision code regulations, the applicant has also submitted a phasing plan, indicating that the subdivision will be final platted in two phases beginning with extending Venture Way creating eighteen lots, and Phase V will be built complete by the end of end of 2022. The City proposes to complete the Phase VI subdivision improvements within three years, subject to the Capital Improvement Program. The subdivision is intended for light industrial uses.

#### BACKGROUND:

The subject property was annexed into the City in early 2020. Per the Cedar Falls City Code (Section 26-121), once the land is annexed, the property is automatically zoned A-1 Agricultural. In June 2020, the properties were rezoned from A-1 Agricultural District to M-1-P (Planned Light Industrial).

The subject properties are bordered by an R-1 zoned single-family cluster of houses that were annexed into the city at the same time as the subject parcels. There are larger residential parcels that are located to the north and west of the subject parcels that are outside of the City Limits and within Black Hawk County of A-R (Agricultural – Residential) or A (Agricultural) Zoning Districts. There is also one residential property located to the northeast corner of the subdivision. The City was leasing the 200 acres for to be used as farmland.

During the process to annex and rezone the properties, the applicant and City Staff met with the neighbors and listened to their concerns about the need for buffer areas that would provide a visual screen and additional space to help reduce the potential for noise, spillover glare from lights, and other potential externalities typical from an industrial area. There were also concerns expressed about how construction traffic would be routed to reduce nuisance to adjacent property owners. The City agreed to establish buffers between the existing residents and the new industrial uses as indicated on the master plan for the development (see attached). As noted below, certain Outlots and stormwater management areas are designed to provide the promised buffer areas and berms. The Deed of Dedication contains language ensuring the long term maintenance responsibilities for these areas along with other standards that will help prevent light pollution onto neighboring residential lots.

The City also agreed that a clause will be added to any purchase agreement for any lot within the development that all construction traffic will be routed through the existing industrial park. The City will also add into the contract for grading and construction of utilities/roads that all construction traffic will be routed through the existing industrial park. The City proposes a temporary access to W. Viking Road that will be used by a private lot owner for construction while the City is finishing the construction of the roads. The temporary access will be removed once the streets are completed.

Since the City Council approved the master plan for the subdivision with the rezoning application; the City has updated the configuration of the lots to fit the needs of potential developments. The plat will still meet the landscaping and buffers that were originally

planned on the master plan.

**ANALYSIS**

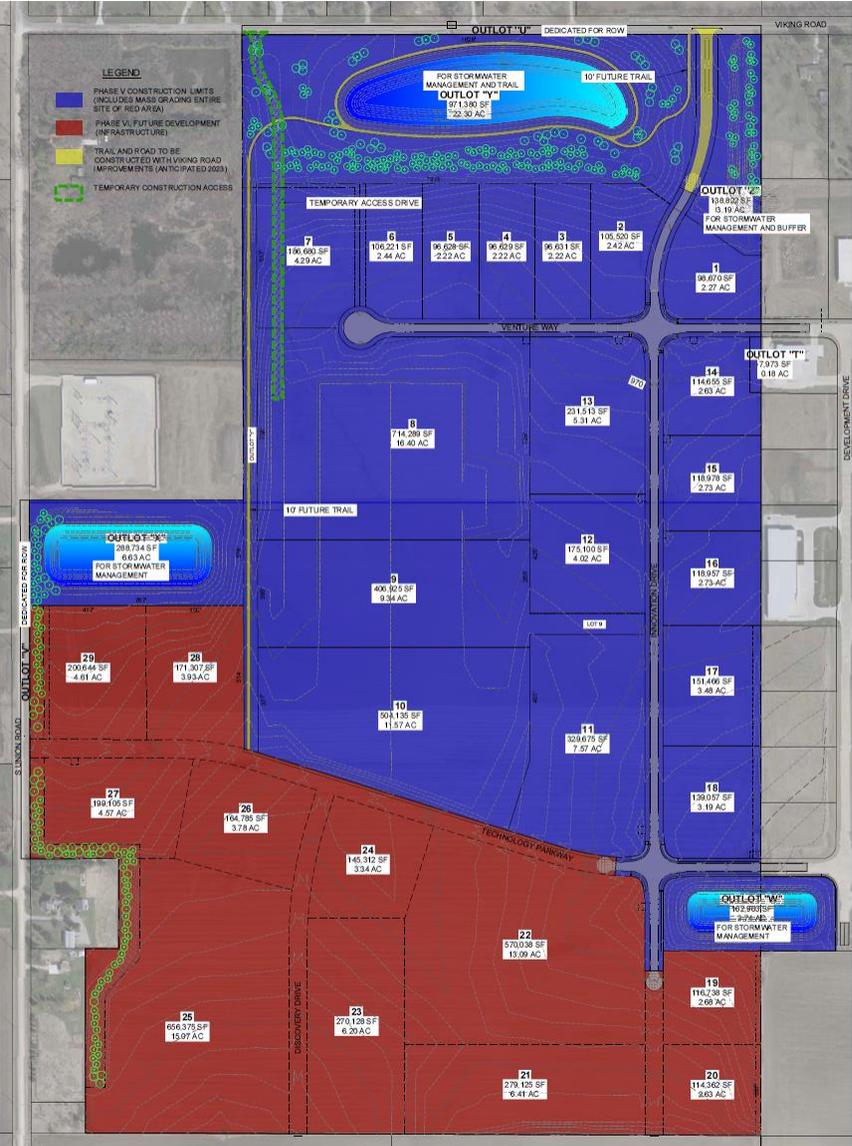
**Phasing of Development and Street Network:**

Per the recent amendment to the subdivision code, the applicant is required to submit a phasing plan that shows the order of development with an emphasis on ensuring the timely connection of streets and other infrastructure within the development.

This expansion of the City's industrial park is split between two phases. Phase V contains approximately 56% of the developable lot area and Phase VI contains 44% of the developable lot area. These two phases are shown at right. The blue area will be final platted as Phase V and the red area as Phase VI, continuing the numbering from previous phases of the West Viking Road Industrial Park.

Technology Parkway and Venture Way will be extended from the existing industrial park to serve as east-west street connections in the new subdivision. At full build out there will be a connection from W. Viking Road and two connections to the south property boundary to provide north-south routes for future expansion. Venture Way will be extended and terminate at a cul-de-sac between lots 6, 7, and 8, as it is not anticipated that the Wildlife Sanctuary, located at the corner of Viking and Union Roads, will be redeveloped in the future.

The phasing plan also indicates that the street connection to W. Viking Road will not be completed until the full reconstruction of W. Viking Road. This will ensure that road construction traffic for Phase V will be routed through the existing Industrial Park along Venture Way and Technology Parkway. Phase VI will include all the lots shown in red and include the final extension of all streets to the industrial park boundary, including



the connection to W. Viking Road, Union Road, and to the south property boundary. It is anticipated that W. Viking Road will be improved to Union Road in 2023 to bring it up to City street standards prior to completing the northernmost segment of Innovation Drive where it will intersect with the improved W. Viking Road. The street intersections, cul-de-sac, and curves will be designed for a semi-truck trailer to have adequate moving room within the subdivision.

**Temporary Access Road:**

While the access road for temporary construction of one of the sites is not part of the plat, staff wanted to verify where construction traffic will be routed as shown in the updated phasing plan.

The City expects to convey Lot 8 to a new owner prior to completing the public improvements. A temporary construction access will be established to allow construction to commence on this lot concurrently with construction of the public streets. Once one of the street connections is completed to the existing industrial park, the temporary road will be removed. From that point on all the construction traffic for Phase V and VI will be routed through the existing industrial park. The City's preferred route for the temporary access road is shown on the attached phasing plan. The city anticipates that the temporary access road will only be needed for approximately 3 months beginning in August, 2022.

Staff heard from the neighbors with concerns of the temporary access road. Staff proposes to mitigate the access road off of W. Viking Road with stabilized construction entrance that will be removed once the roads are open; advance construction signage; Work Zone speed reduction; station a police speed radar trailer and maintain vegetation within the right-of-way.

**Lot Configurations:**

The plat contains 29 buildable lots that range in size from approximately 2 acres to over 17 acres. There are four outlots intended for regional stormwater management and for residential buffers. The lot sizes meet the requirements of the M-1-P (Planned Industrial District). A 10-foot utility easement will be established along the frontages of all lots. Stormwater easements will be established along all stormwater lines installed outside of any outlot.

it was noted by the Commission on December 8<sup>th</sup> meeting that Lot 9 does not have any street frontage. While there are a number of commercial developments that have lots without frontage (College Square Mall and Viking Plaza are two examples), it is good practice, as the Commission noted, for each lot to have frontage on a public street. Therefore, instead of an access easement extending from Innovation Drive to Lot 9, this area is now incorporated into Lot 9. With this change each lot will have public street frontage of no less than 75 feet. Lot 10 is proposed to have access to Technology Parkway that will be built in Phase VI. However, it is anticipated that Lot 10 will eventually be conveyed to the same entity that is proposing to build on Lots 8 and 9. The reason for platting these as separate lots is to convey them in phases as this use develops over time. The development agreement with this future owner will be reviewed and approved by the City Council, as has been the case for all properties within the City's industrial park. If, for whatever reason, Lot 10 is not needed for this

development, it can be sold to another user once Technology Parkway is extended to Union Road in the second phase of the development.

**Land Suitability:**

The City hired consultants to review the land suitability of development. As required by code, an environmental review was conducted by Snyder and Associates. Snyder and Associates found that there are no floodway areas, floodplain areas, wetlands, significant tree stands, or steep slopes on the properties. The City has been working with the Iowa Economic Development Authority to have the properties to be listed as part of the Iowa Certified Site Program. The City is in the final stages of the process and the preliminary plat is one of the documents that will be part of the final submittal package.

**Trails and Buffers:**

During the public hearings and neighbor community meetings that were held during the annexation and the rezoning of the properties, surrounding property owners indicated concerns about the proximity of their houses next to the industrial zone. The City agreed that there would be buffers and trail amenities within the subdivision that would minimize the effects to the surrounding property owners. In the northern section of the subdivision will be one of the regional detention ponds that will provide a buffer to the residential properties to the north. Landscaping and trees will be planted in all buffer areas and outlots in a manner consistent with the Master Concept Plan adopted with the rezoning. A detailed landscaping plan will be included in the construction drawings. The City will construct a 10-foot trail that will connect from W. Viking Road and extend around the stormwater detention pond within Outlot Y. Also note that Outlot Y extends south along the western edge of Lots 7-10, so the trail can be extended to connect with Technology Parkway, where it will continue along the north side of Technology Parkway to connect to W. Viking Road Industrial Park Phase IV subdivision. It is anticipated that the trail along Lots 7-10 will be completed with Phase V and the trail around the retention pond and connection to W. Viking Road will be completed when Viking Road is improved in 2023.

A landscaped berm will be established within a landscaping easement that will run along Lots 25, 27, and 29 to screen and buffer the industrial uses from the residential homes to the west. The Deed of Dedication contains language about maintenance of the landscaping and includes restrictions to prevent any development from encroaching into these easements. Outlot Z will be graded to establish a landscaped berm to buffer the residential properties that are within the northeast area of the subdivision. Outlot Z will also be used as a stormwater route.

**Stormwater Management:**

Outlots W, X, Y and Z will be used for regional stormwater management. The proposed detention ponds located in these outlots will serve the entire subdivision and will be designed and sized such that individual stormwater detention areas will not be needed. The City will install stormwater pipes and swales that will connect and transfer the stormwater to one of these regional basins. The property owner will be able to remove the swale if they choose to maintain their stormwater onsite. The four proposed basins are designed to ensure that the water run-off from the new development is properly

managed for the entire subdivision.

**Concerns Raised in Prior Reviews:**

As mentioned above, the applicant and City staff heard the neighbors' concerns during the annexation and rezoning of the property regarding construction traffic, light pollution, and proximity to industrial uses. As mentioned above, the City is proposing buffers between existing single-family residences and the subdivision with landscaping, landscape easements and the stormwater basins. The buffers will provide additional space to help reduce the potential for noise, spillover glare from lights, and other potential externalities typical from an industrial area. The City will require construction traffic to be routed through the existing industrial park in purchase agreements for individual lots. Construction traffic during installation of the public improvements will also be routed from the existing industrial park, with the exception of the temporary road as noted above for approximately the first three months beginning in August 2022.

During the public meeting on December 16, 2021, staff also heard from neighbors with concerns with trash; stormwater, lights, and traffic on Union Road and W. Viking Road. Staff updated the Deed of Dedication to mitigate some of the concerns to surrounding owners. The Deed of Dedication is been updated to require lots 1-7 to screen trash receptacles from residential development; additional trees in the rear, no signs in the rear of the building; no parking dock doors or truck access points in the rear and no storage in the rear. For all lots, all lighting will need to be downcast and fully shielded to the residential development.

**Process:**

Approval of a preliminary plat will allow the City to proceed with the construction and installation of all required public infrastructure such as streets, sewers, public utilities, and other public improvements for the Cedar Falls West Viking Road Industrial Park Phase V. The City is working with the consultant to have the development plans be approved by City Council at the same time as the preliminary plat. After approval of the plat by the City Council, the City will go through the bid process to select a contractor for the installation of the public improvements.

No lot sales or new construction may begin until a final plat is approved by the City Council. Since the property is owned by the City, staff recommends that a final plat not be approved until infrastructure construction plans (streets, utilities, grading, etc.) are approved by the City Engineering Division and a contract is in place to complete the public improvements.

**Neighbor Notice:**

A courtesy notice to nearby property owners was mailed on November 23, 2021, with a notice that the City will be holding a community meeting. The community meeting will be held on December 16<sup>th</sup> at 5:30 PM at Cedar Falls Public Works Facility at 2200 Technology Parkway in Cedar Falls.

The city received one public comment with the concern of the temporary access proposed along W. Viking Road.

## TECHNICAL COMMENTS

### **Public Utilities:**

Cedar Falls Utilities (CFU) has reviewed the preliminary plat for the CF W Viking Rd Industrial Park. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU. The developer is responsible for the construction of a properly sized water system from the existing 12" water mains at the west end of Venture Way and Technology Parkway. Included in the installation are valves, fire hydrants, and water service stubs for the new lots. Water main sizing and fire hydrant and valve placement locations will be reviewed as part of the construction plan review process. CFU will construct the electric three-phase distribution system, the gas distribution system, and the communication utility fiber system to serve the development. The developer is responsible for the costs of the installation of streetlights in the development. Cedar Falls Utilities will install and maintain the streetlights. Currently, costs are \$2,600 per streetlight.

### **Sewer:**

Sanitary sewer is available to the site. 18" and 12" sanitary sewer mains are located adjacent to the property within Technology Parkway and Venture Way rights-of-way within the existing industrial park to the east.

## PLANNING AND ZONING COMMISSION RECOMMENDATION

At their meeting on December 22, 2021, with the vote of 7 to 0, the Planning and Zoning Commission reviewed the proposal of PP21-007, a preliminary plat for the Cedar Falls W. Viking Road Industrial Park, Phases V and VI, subject to the following conditions:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conform to all city staff recommendations and technical requirements.

## PLANNING & ZONING COMMISSION

Discussion 12/08/21	The next item for consideration by the Commission was a preliminary plat for the Cedar Falls West Viking Road Industrial Park, Phase V and VI. Chair Leeper introduced the item and Ms. Howard provided initial remarks. She introduced people in the audience that have been integral in preparing the plat. Eric Cannon of Snyder and Associates has been working with the Engineering office to do technical work. Matt Tolan of the City Engineering Division and Shane Graham of the Economic Development Division have been working on the project. She noted that they are available for any questions.
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Ms. Pezley provided background information, explaining that the applicant proposes a preliminary plat with 29 buildable lots and four outlots that will contain the regional stormwater management areas on approximately 200 acres of land. The site is located south of West Viking Road and east of South Union Road and has previously been leased as farmland. She discussed the phasing plan, divided into two phases. She displayed the phasing plan showing which areas will be part of each phase. She discussed the temporary road that will be used for the construction of one of the development lots that is likely to commence construction before the roads are completed. This temporary road will be removed once access is available from the existing industrial park. Viking Road will be reconstructed to City standards in 2023, as well as the connection

from Innovation Drive to West Viking Road.

Ms. Pezley presented the phasing plan, noting that it had been updated from the one included in the Commission packet. She explained the lot configuration, land suitability, and stormwater plans. She noted that the City has been meeting with the surrounding property owners throughout the annexation and rezoning of the property and have developed a master plan that addresses their concerns. The stormwater management areas are placed to also serve as landscaped buffer areas between the industrial lots and neighboring residential properties. Outlot Y will include a public trail around the stormwater pond that will then extend south to connect with Technology Parkway. Some of the outlots will be graded to create berms to enhance the buffer effect. There are no significant water issues or environmental issues on the site. At this time, staff would like to gather comments from the Commission and the public and continue the discussion at the next meeting. She also noted that a public meeting is scheduled for December 16 to hear any concerns or comments from neighboring property owners.

Eric Cannon, Snyder and Associates, introduced himself and stated he is available for any questions.

Bruce Baridon, 6337 Viking Road, stated that he has appreciated the City staff and the developer for inviting comments and input from the neighbors. He appreciates that the platting proposed is designed the way neighbors had hoped.

Mr. Larson stated that the phasing plan shown on the screen looks different from what was included in the packet. He asked about the temporary road connection and stub to Lot 8. He asked for clarification on the overall timeline of the first phase. Mr. Cannon explained that the initial location of the temporary construction road was shifted to extend from Viking Road instead of Union Road. Everything has stayed the same from a street alignment standpoint. The phasing change also supports that. Mr. Larson had questions about the phasing plan. He noted that Lot 9 does not have direct street access and Lot 10 would not have street frontage until the second phase. Mr. Graham came forward to speak to the way lots are platted, indicating that the Lots 8, 9, and 10 are anticipated to be developed in phases by the same entity. Mr. Larson questioned whether the City was meeting the same standard as others have been held to with regard to completing the streets. Ms. Howard explained that the difference is that the City is funding and constructing the roadways rather than a private developer. She also noted that more than 1/3 of the subdivision is included in the second phase. There would be no reason that the City, which has a track record and long-term goal of expanding opportunities for new industry in the community to leave over 1/3 of the development incomplete. She noted the difference between the development Mr. Larson referred to, Thunder Ridge, which proposes only two lots and a large section of a critical street connection to the second phase, and the proposed industrial park subdivision, which has a more balanced phasing plan. Ms. Howard offered to provide some examples at the next meeting of other commercial/industrial subdivisions where lots do not all have street frontage, but share access roads.

Review and  
Decision  
12/22/21

The first item for consideration by the Commission was a preliminary plat for the Cedar Falls West Viking Road Industrial Park, Phase V and VI. Acting Chair Holst introduced the item. Ms. Pezley provided background information, explaining that the applicant proposes a preliminary plat with 29 buildable lots and four outlots that will contain the regional stormwater management areas on approximately 200 acres of land. The site is located south of West Viking Road and east of South Union Road and has previously been leased as farmland. .

Ms. Pezley presented the changes made to the plat with lot 9 originally not having direct access to a public right-of-way and now proposed as a flag lot with direct access to the public right-of-way. A new Outlot T is also proposed to be deeded to the neighboring property at 6317 Development Drive.

Ms. Pezley went over the issues that the City heard at the Public meeting in regards to the proposed temporary access from W. Viking Road and sight distance. Neighbors were concerned with spillover lighting; trash, elevations changes between lots and W. Viking Road, stormwater being rerouted, dust off of Union Road, and maintaining the landscaped berm. Ms. Pezley explained that staff has prepared responses to most of the issues heard.

Ms. Pezley explained the changes made to the draft Deed of Dedication in response to the issues of trash, lighting, and the landscaping berm. She explained that the Deed of Dedication proposes to require lots 1-7 to add 5 trees in the rear to help screen the building from the residents. The Draft Deed of Dedication will also require trash receptacles to be screened from residential uses. Lots 1-7 will not have access for loading, parking, and truck access in the rear. The Deed of Dedication will also limit lighting for all lots to be downcast and discourage floodlights and wall pack fixtures. The Deed of Dedication outlines that the landscaping berm will be maintained by the property owners.

Ms. Pezley introduced Matthew Tolan, Civil Engineer II, to respond to the remaining issues. Mr. Tolan addressed the concern with the temporary access from W. Viking Road. As part of the mitigation for the temporary access, the City will require stabilized construction entrance. The City will also add signage of construction access, add a police speed radar trailer, and work zone speed reduction signs. Public Works will request Public Safety to monitor the area, and remove landscaping that is within the right-of-way as mitigation measures for the temporary access.

At the public meeting, staff heard that that visibility from the proposed temporary access is poor. Mr. Tolan went to the site and provided pictures of the visibility of that access point showing that the visibility is good once the vegetation is removed from the right-of-way. The City will also maintain the vegetation within the right-of-way. Mr. Tolan explained that staff is also looking at rerouting some of the stormwater of the site to the neighbor's property and establishing an agreement with the

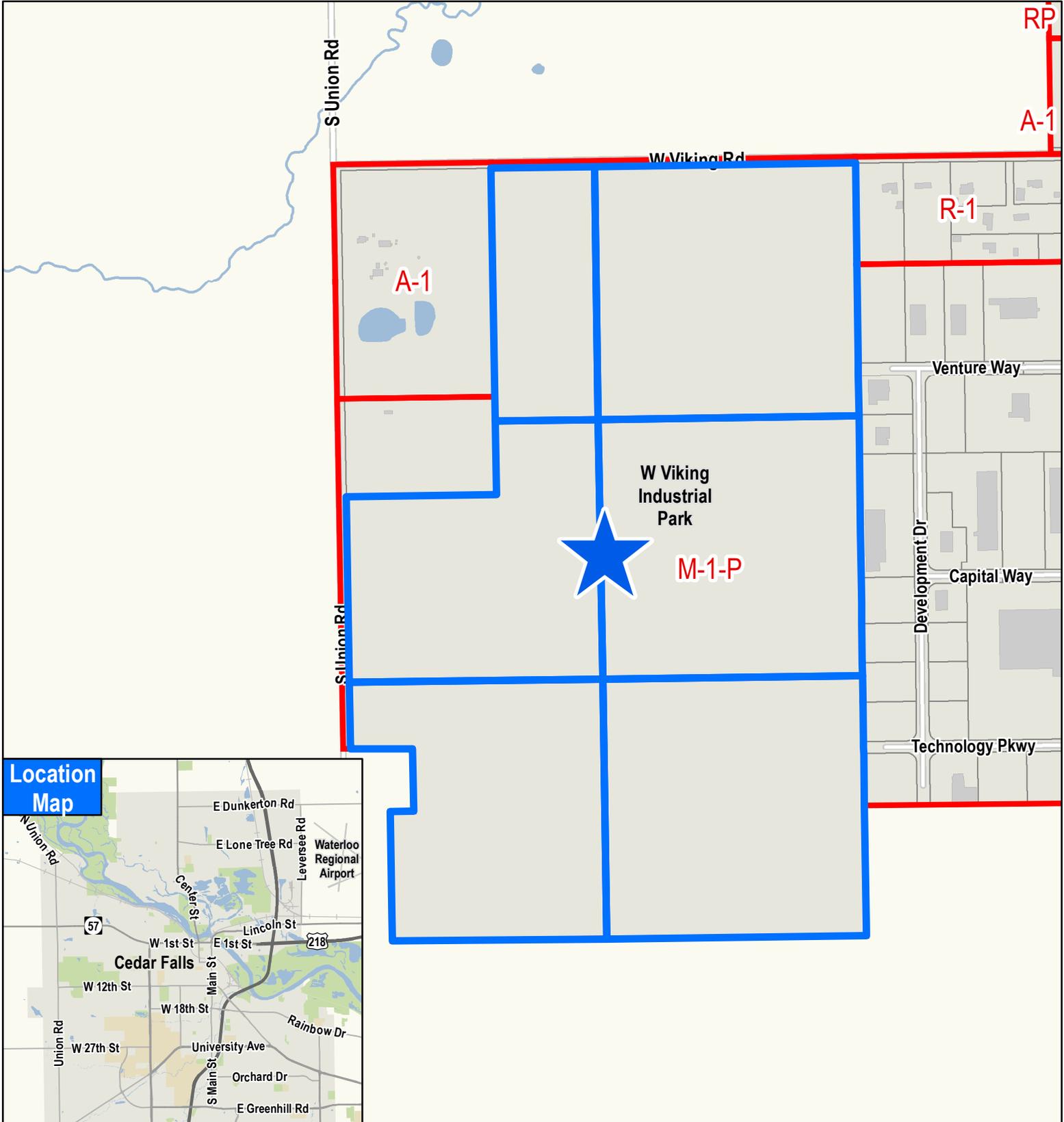
neighbor. Mr. Tolan also explained that the City will reroute traffic to the north of Union Road for the road closure proposed on W. Viking Road for one month. The city expects that the remaining traffic will come from Hudson Road through the existing industrial park. Ms. Pezley stated that staff recommends approval of the Preliminary Plat for Cedar Falls West Viking Road Industrial Park Phases V and VI.

Michael Hager, 6830 W. Viking Road, stated in this case, there are industrial uses next to residential uses. He finds the planning for the industrial park to be excellent. The City proposes a stormwater management area that will look like a new park that will buffer the residential uses from the industrial uses. The plan addresses the concerns from the neighbors at least from his perspective. Mr. Hager also wanted to publicly thank City Staff for their work. The staff is pleasant and highly responsive. The staff provided open communication that built trust and leads to better outcomes for all who are involved. He supports the revisions that the staff has proposed and the application.

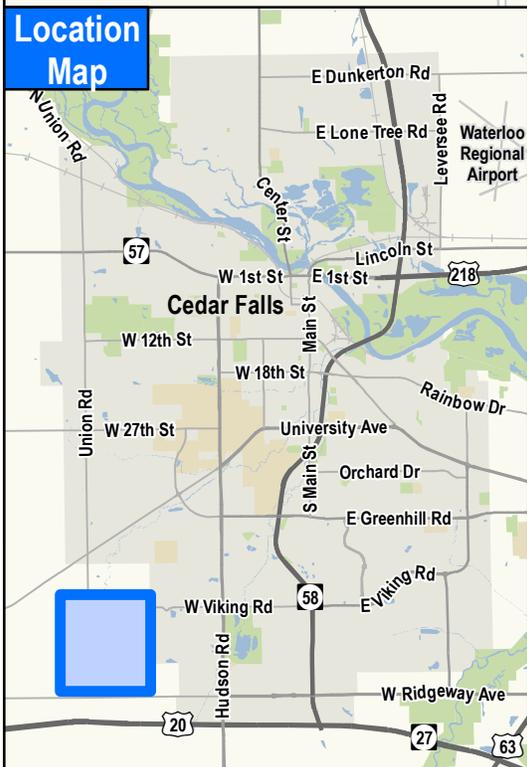
Ms. Saul moved to recommend approval to City Council and Ms. Lynch seconded the motion. The motion was approved unanimously with 7 ayes (Hafermann, Holst, Hartley, Lynch, Crisman, Moser, and Saul)

# Cedar Falls Planning and Zoning Commission December 22, 2021

Item 18.

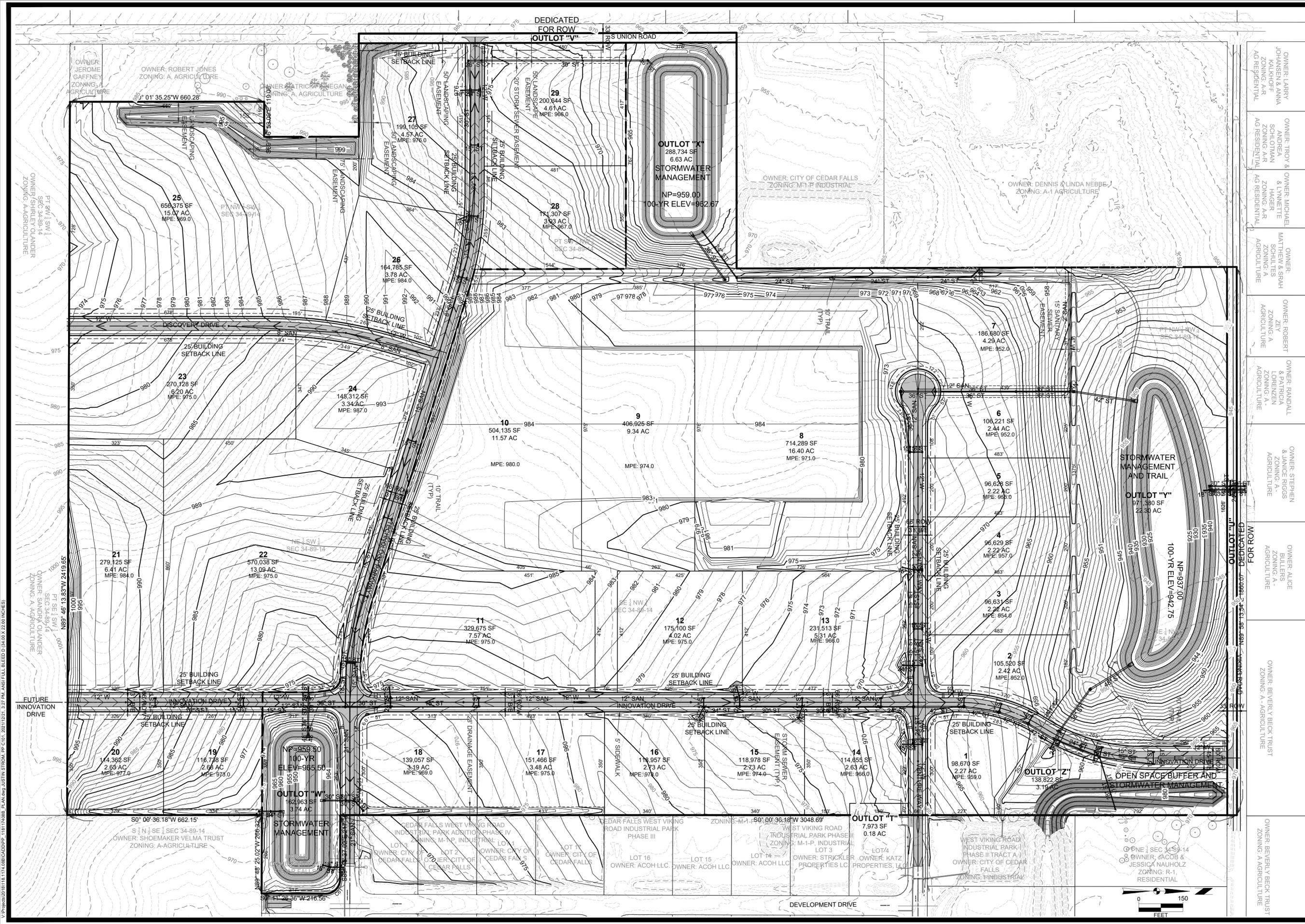


## Location Map



**CF W Viking Rd. Industrial Park  
Phase V Preliminary Plat (PP21-007)  
S of W. Viking Road, E of S. Union R**





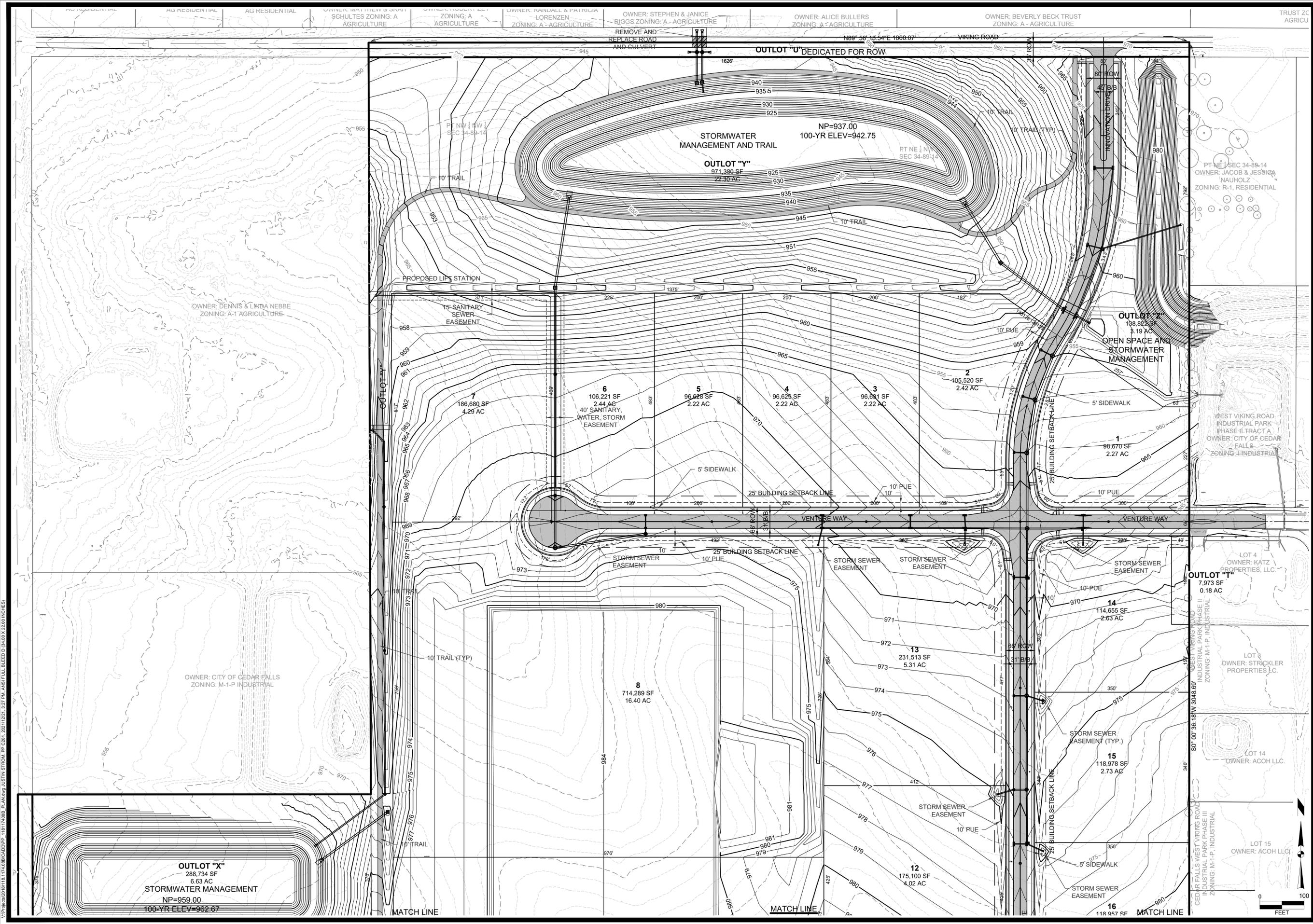
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	Engineer: JFS	Date: 8-27-2021	
	Technician: AWS	T-R-S: 89N-14W-34	
		Project No: 118.1174.08B	
		Sheet C101	

**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V & VI**  
**PRELIMINARY PLAT - OVERALL PLAN**



**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9994 | www.snyder-associates.com

V:\projects\118.1174.08B\CADD\PP - 118.1174.08B.PLA (DWG) JUSTIN STROM, P.E. C101 - 2021.09.21 - 3:27 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



MARK	REVISION	DATE	BY
	Checked By: EDC		
	Engineer: JFS		
	Technician: AWS		
	Date: 8-27-2021		
	Scale: 1" = 40' SHOWN		
	T-R-S: 89N-14W-34		

**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V & VI**

**PRELIMINARY PLAT-GRADING PLAN NORTH**

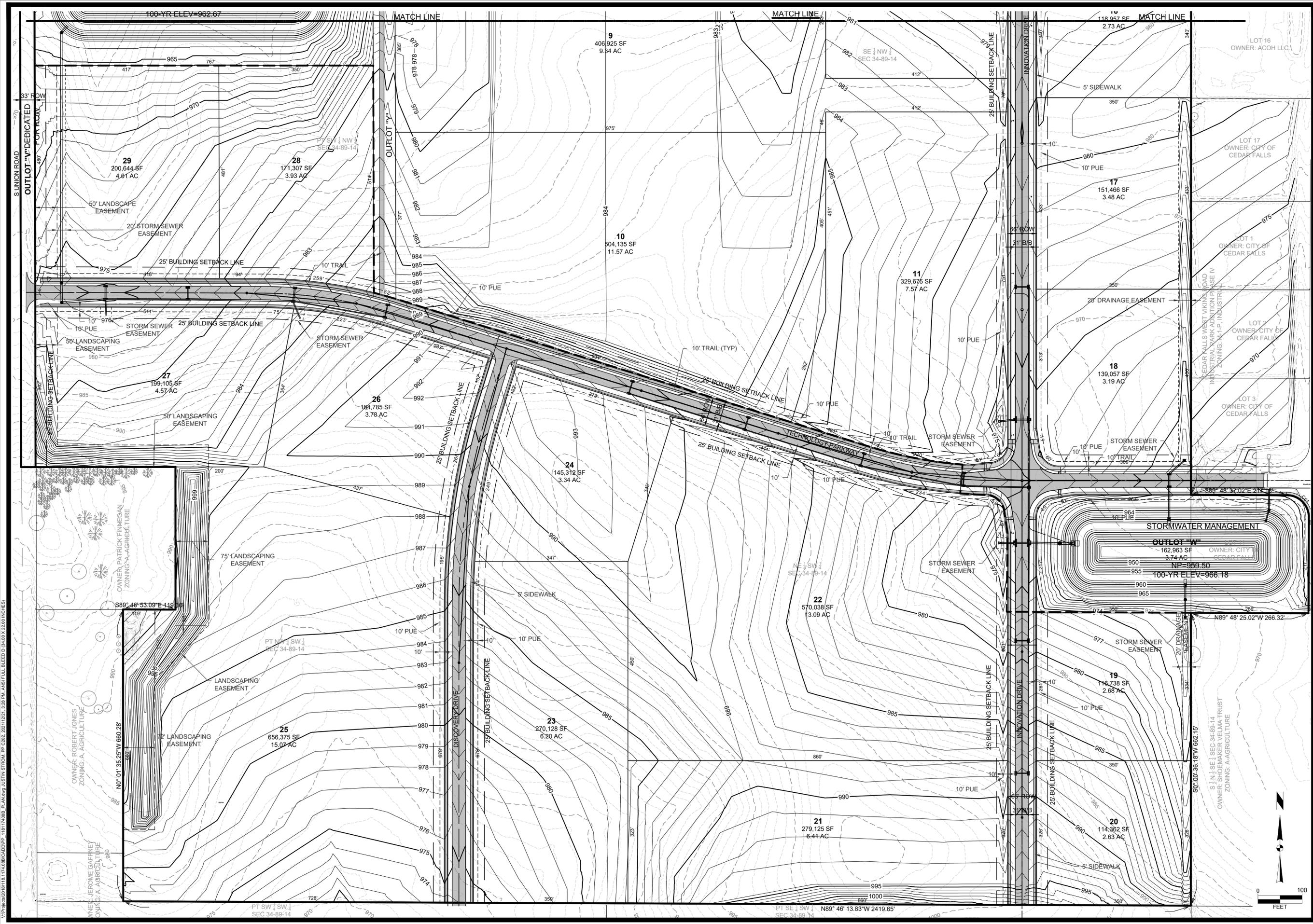
**SNYDER & ASSOCIATES, INC.**

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com

Project No: 118.1174.08B  
Sheet C201

Project No: 118.1174.08B  
Sheet C201

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	Engineer: JFS		
	Technician: AWS		

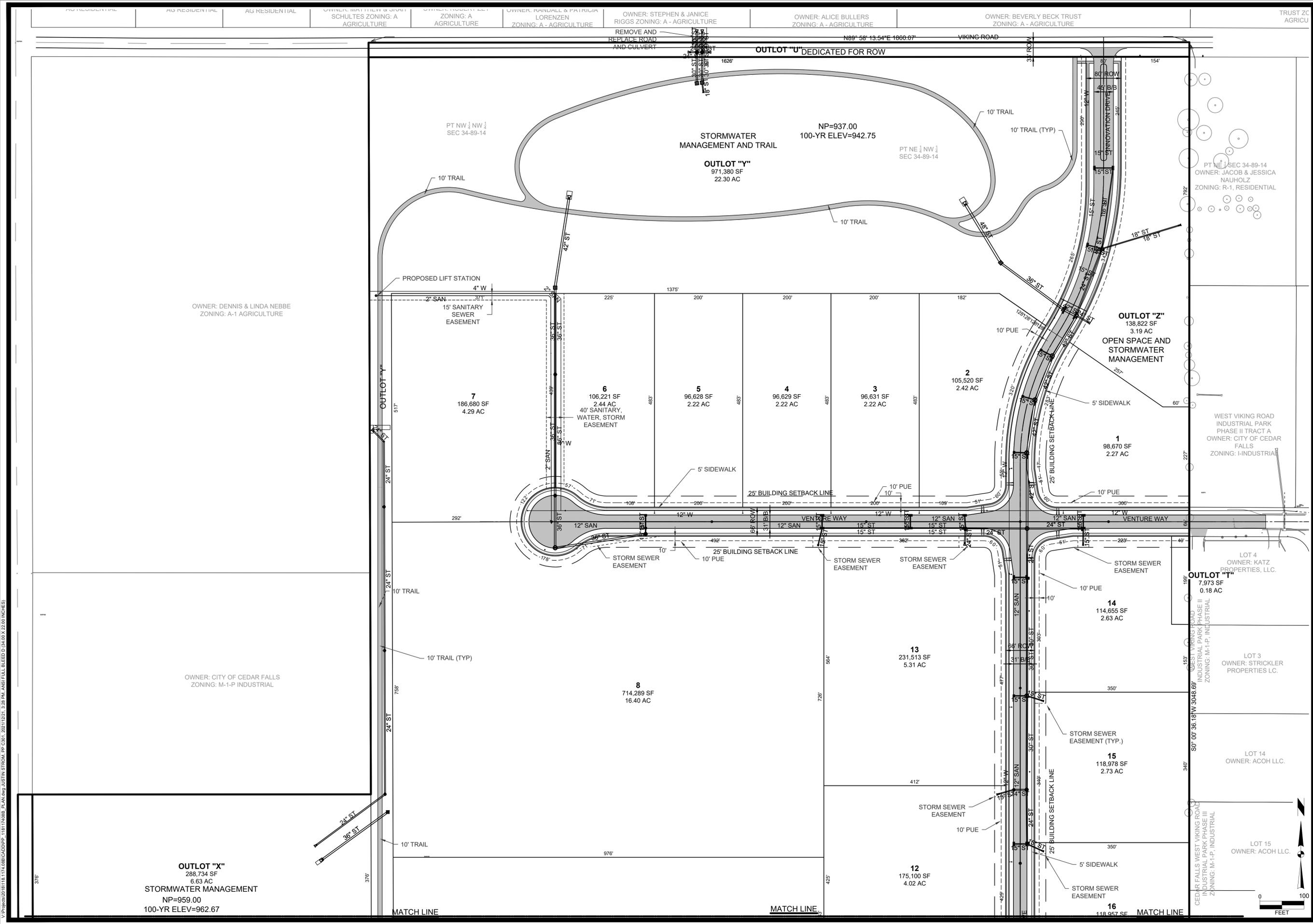
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T-R-S: 89N-14W-34  
Project No: 118-1174-08B  
Sheet C202

**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V & VI**  
**PRELIMINARY PLAT-GRADING PLAN SOUTH**  
**CEDAR FALLS, IA**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394 | www.snyder-associates.com

**SNYDER & ASSOCIATES**

Project No: 118.1174.08B  
 Sheet C202

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	Engineer: JFS		
	Technician: AWS		

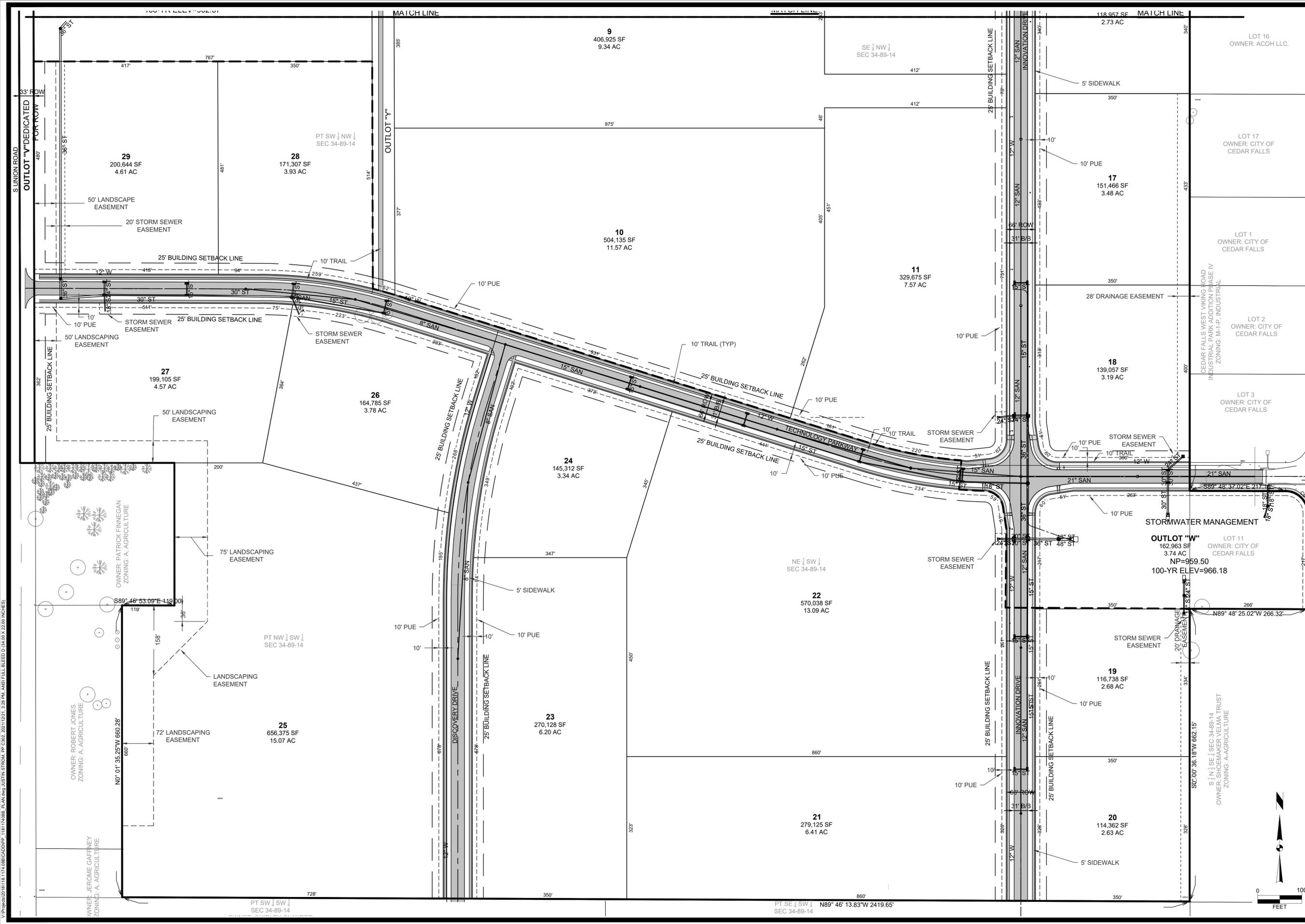
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T-R-S: 89N-14W-34

**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V & VI**  
**PRELIMINARY PLAT-LAYOUT AND DIMENSION PLAN NORTH CEDAR FALLS, IA**  
**SNYDER & ASSOCIATES, INC.**

5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9994 | www.snyder-associates.com

Project No: 118.1174.08B  
 Sheet C301

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**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V & VI**  
**PRELIMINARY PLAT-LAYOUT AND DIMENSION PLAN SOUTH CEDAR FALLS, IA**  
**SNYDER & ASSOCIATES, INC.**



Project No: 118.1174.08B  
 Sheet C302

MARK	REVISION	DATE	BY
Engineer: JFS	Checked By: EDC	Scale: 1" = 40' SHOWN	
Technician: AWS	Date: 8-27-2021	T-R-S: 88°N-14°W-34	

Project No: 118.1174.08B  
 Sheet C302

LOT 16  
OWNER: ACOH LLC.

LOT 17  
OWNER: CITY OF CEDAR FALLS

LOT 1  
OWNER: CITY OF CEDAR FALLS

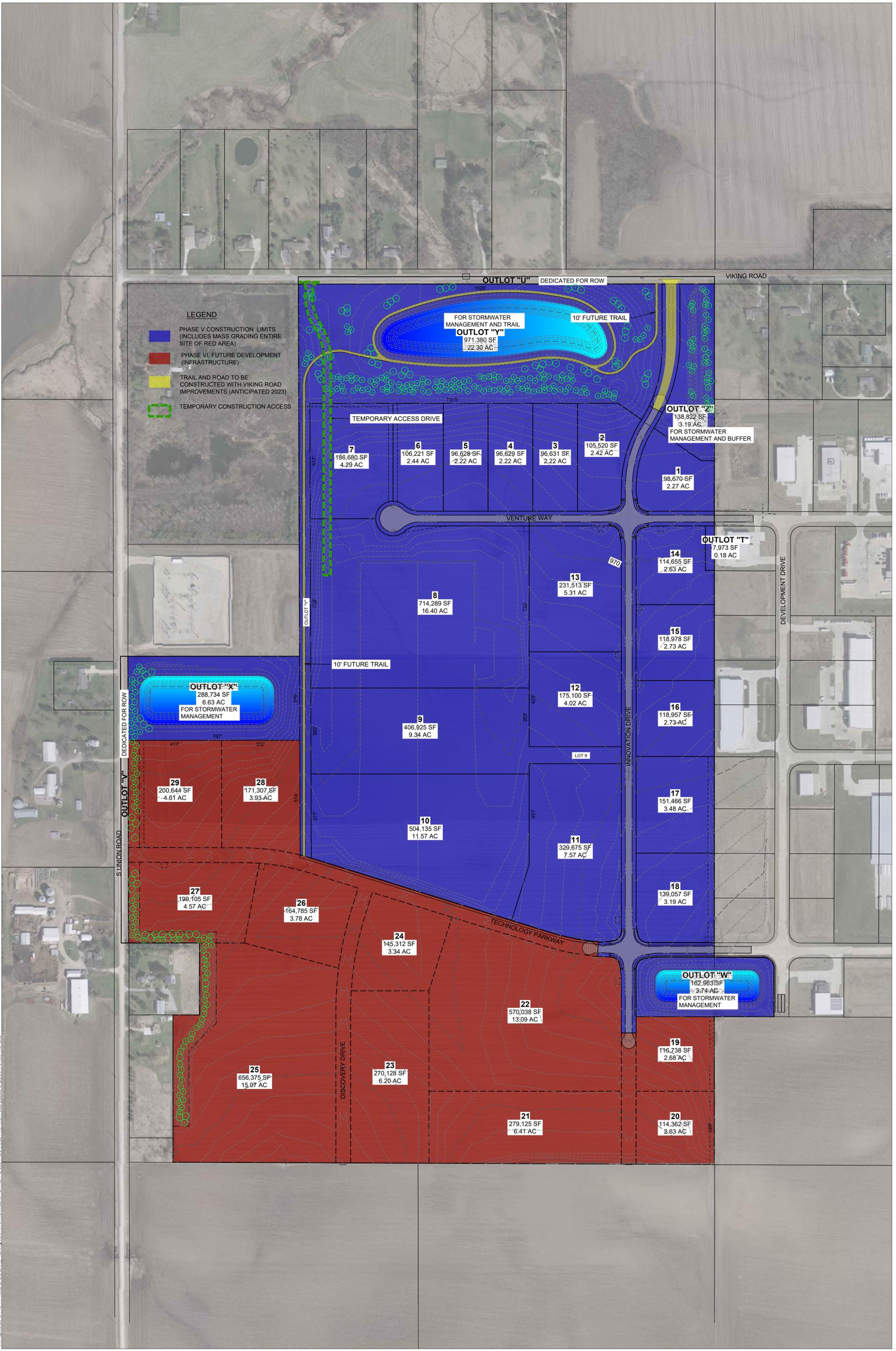
LOT 2  
OWNER: CITY OF CEDAR FALLS

LOT 3  
OWNER: CITY OF CEDAR FALLS

LOT 11  
OWNER: CITY OF CEDAR FALLS

5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9994 | www.snyder-associates.com

V:\proj\118.1174.08B\CADD\PP-118.1174.08B.PLAN.dwg JUSTIN STRONG, P.E. C302, 2/20/21 2:21:32 PM, ANSI FULL BLEED D (6400 X 2200 INCHES)



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OWNER’S STATEMENT AND DEED OF DEDICATION  
OF  
CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V AND VI  
CITY OF CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That the City of Cedar Falls, Iowa (hereinafter, “Owner”), 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 \_\_\_\_\_, 2021, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V AND VI  
CITY OF CEDAR FALLS, IOWA

(hereinafter, “Development”) all of which is with the free consent and the desire of the Owner and the Owner does hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The Owner does hereby retain for itself, its successors and assigns, and hereby grants 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.

NEGATIVE EASEMENT

A perpetual easement is granted for the establishment of a 50-75 foot wide berm and/or landscaping easement between Lots 25, 27, 29, and the residential uses located immediately to the west and south of said Lots, as a landscaped buffer between this industrial lot and the adjacent residential property. This easement area shall not be utilized for any other purpose than open landscape area, with necessary landscaping and maintenance by the property owner.

RESTRICTIONS

Be it also known that the Owner does hereby covenant and agree for itself and its successors and assigns that each and all of the lots in the Development 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 Owner or its 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. All lots described herein shall be known, described and used solely as industrial lots as set forth in the “M-1- P” Planned Light Industrial District of the Zoning Ordinance of the City of Cedar Falls, Iowa.
2. No building shall be erected on any lot nearer to the front lot line than twenty-five (25’) feet, or nearer than ten (10’) feet to the rear lot line, or nearer than ten (10’) feet to the side lot line.
3. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary or permanent character be permitted.
4. Outlot “Z” shall be used for an earthen berm for the benefit of the residential neighborhood located immediately to the east of said Outlot and for stormwater detention.
5. Outlots “W” and “X” shall be used for stormwater detention.
6. Outlot Y shall be used for stormwater detention and 10-foot trail.
7. No area of a lot shall be established as a gravel parking area. All areas that are intended to be used or are commonly used for on-site parking of vehicles shall be hard surfaced and meet City parking lot requirements and specifications.
8. The titleholders of each lot, vacant or improved, shall keep the lot free of weeds and debris.
9. All primary occupied buildings within said addition shall be of any allowable construction type noted in Code of Ordinances, City of Cedar Falls, Chapter 7, Buildings and Building Regulations and Chapter 9, Fire Prevention and Protection. Furthermore, all building plans shall be signed and sealed by a registered engineer certifying to the fact that such buildings meet all loading requirements of applicable codes.
10. On all primary occupied buildings the minimum gauge metal for sidewalls is 26 gauge and roof panels shall be 24 gauge standing seam type. The exterior finish of all metal buildings shall be guaranteed by the manufacturer for a minimum of five (5) years from the date of completion of the primary occupied building. On all steel and plain faced concrete block primary occupied buildings, a minimum of fifty percent (50%) of the exposed exterior wall area facing the street(s) shall be constructed of a decorative brick, block, stone, glass, or other color/finish that provides a contrast to the rest of the exterior wall material.
11. All developed properties shall be required to be landscaped. On each lot there shall be provided an open green space area consisting of natural vegetative material equal to twenty-five (25) percent of the total lot area. Said green space area will be unencumbered with any structure, off-street parking, storage areas, or ingress/egress drives. The green space area shall be landscaped and well maintained with grass, trees and shrubbery.

The location and type of all plants, grass, trees, or ground cover to be used in the landscape areas shall be illustrated on a landscape plan, with the size and names of plants, shrubs and trees clearly indicated. The minimum requirements are as follows:

- A. One over-story tree shall be planted for every five thousand (5,000) square feet of the required open green space area on the lot. Up to thirty-five (35) percent of the required over-story trees may be substituted with over-story conifers. The minimum size of over-story trees at the time of planting shall be 1 ½” caliper. The minimum height of conifers at the time of planting shall be 3 feet.
- B. Street plantings shall be required along the street frontage of each lot at the rate of one over-story tree for every 75 feet of street frontage. Trees planted within the public right-of-way must gain prior approval from the City Arborist. All trees must be located so as to avoid utility easements or otherwise must not interfere with utility services.
- C. One ornamental tree or three shrubs shall be planted for every ten thousand (10,000) square feet of the required open green space area on the lot. These plantings shall be planted near the main entrance to the building, and/or along the visitor/employee parking area. The minimum size of ornamental trees shall be 1” caliper, and the minimum size of shrubs shall be 2 gallons.
- D. On Lots 2, 3, 4, 5, 6 and 7, owners of said lots shall also plant, in addition to the requirements specified herein, at least five (5) over-story trees evenly spaced across the rear of the Lot, for the purpose of screening said Lot from the nearby residential properties.

12. Lots 2, 3, 4, 5, 6, 7, 25, 27 and 29 within the Development are adjacent to nearby residential uses. For the benefit of all lots within this subdivision, as well as for the owners of the nearby residential uses, the following restrictions shall apply:

- A. Roof-mounted appurtenances and mechanical equipment such as air conditioning units, furnaces, generators, fans, blowers or similar utility or building service components are discouraged from being established on the roof of any structure on said Lots. However, in those cases where such facilities must be established on the rooftop area of the building, a solid screen/architecturally compatible shield shall be established on the roof that obscures said facilities from public view.
- B. Lots 25 and 27 shall incorporate an earthen berm measuring at least 9 feet in height along a portion of the rear of the lot, as shown on the plat, that must be maintained by the owner of the lot in such a manner that the established height of the berm is not reduced in any fashion and that the vegetation on the berm, including grass, trees and bushes, is properly maintained. If any vegetation on said berm is damaged, destroyed, dies, is harvested or is otherwise removed,

the property owner will be responsible for its proper reestablishment and continued maintenance. Proper maintenance of the vegetative materials shall include appropriate mowing, weeding, and any other maintenance acts necessary to ensure that the aesthetic condition of the berm easement area is maintained. The owner is also responsible for maintaining the originally established height and structural integrity of the earthen berm structure.

- C. On Lots 25, 27, and 29, a 50-75 foot landscape easement, as shown on the plat, shall be reserved as a landscaped buffer between this industrial lot and the adjacent residential property. This easement area shall not be utilized for any other purpose than open landscape area, with necessary maintenance, and shall not be utilized for any business purposes that are visible to the owners of the nearby residential properties. This easement area cannot be utilized or encumbered with onsite parking, building structures or other above-ground structural features.
- D. On Lots 2-7, no outdoor storage of materials or outdoor work areas shall be allowed behind the building on the rear of the lot. Outdoor seating or patio areas may be established for purposes of employee relaxation or free time; however, not as an active work space.
- E. On-site parking or parking lots on Lots 2-7 shall be permitted within the front and side portion of the lots only. No parking areas or parking lots will be allowed in the rear of or behind the building structure on said Lots. A single driveway can be established to the rear of the building if a driveway is needed for fire access or traffic circulation around the building; however, said driveway is not to be used for parking, docking, or unloading of trucks or other vehicles in the rear of the building. No dock doors or truck access points will be allowed in the rear of the building.
- F. Any trash dumpster/trash disposal areas located on said Lots shall be enclosed with concrete masonry or siding that matches the materials used on the principal structure. Such enclosures shall be located outside of the rear yard portion of the property.
- G. On Lots 2-7, no wall signage or other type of signage shall be established on the rear portion of the building structure or in the rear portion of the lot that will clearly be visible to the abutting residential properties.

13. Site lighting shall be designed to illuminate only the subject lot. All exterior fixtures must be downcast and fully shielded to prevent glare and spillover light onto nearby properties, with particular care taken where properties are adjacent to or visible from residential properties. Floodlights and wall pack fixtures should be avoided to the extent possible, but if used must be aimed no higher than forty-five degrees from vertical and be located and shielded such that the bulb is not directly visible from any residential use.

14. Advertising signs must be necessary in nature (relating only to the use of the premises on which the sign is located). No off-premise sign shall be allowed unless specifically authorized by the City.

Permitted signs shall be limited to the following types:

- A. Wall Signs shall not exceed ten (10) percent of the wall area of any single wall to which the sign is attached. No murals, paintings, or other drawings will be permitted upon the exterior wall of any structure. Such wall signs shall not project more than eighteen (18) inches from the face of the building. No sign shall be permitted to project above the roof line of any structure. Sign letters shall be constructed of plastic or fabricated metal. Direct, back lighting or internal illumination of signs shall be permitted. Permitted lighting shall not include flashing, pulsating, or colored lighting.
- B. Free Standing Signs shall be limited to the front yard area of each property. Such signs shall be limited in size to forty (40) square feet in area, ten (10) feet in height, with an eighteen (18) inch clearance above grade.  
  
One (1) enter or exit sign shall be permitted for each curb cut. Such signs shall be limited in size to six (6) square feet in area, three and a half (3.5) feet in height, with an eighteen (18) inch clearance above grade.
- C. Unless otherwise specified, the Cedar Falls Sign Regulations as set forth in the Code of Ordinances Chapter 26, Article IV, shall apply to all sign displays.

15. The Owner and all persons and entities hereafter acquiring any right, title, or interest in any of the lots in said Development shall be taken and held to have agreed and covenanted with the owners of all other lots in this Development and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations, for a period of 21 years from the date of filing for record of said plat, and this Owner's Statement and Deed of Dedication. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the then existing period of 21 years.

16. Invalidation of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

17. If any person or entity shall violate or attempt to violate any of the covenants, restrictions or stipulations herein, it shall be lawful for any person or entity owning property in

said Development to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenants, restrictions or stipulation, and for the purpose of preventing such acts or recovering damages for such violations, or both, and for costs and reasonable attorney fees as determined by the court.

#### PUBLIC IMPROVEMENTS REQUIRED IN PLAT

Owner, for itself and its successors and assigns, agrees as follows:

1. The public street(s) shown on the attached plat shall be brought to City grade and the streets shall 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 buildings in the plat shall be provided.

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

4. City water shall be provided to all buildings as required by the Cedar Falls Municipal utilities.

5. Municipal fire hydrant(s) shall be provided as required by the Cedar Falls Public Safety Department.

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

7. ADA accessible ramps shall be provided as required by law.

8. A 5-foot wide concrete sidewalk four inches thick shall be installed across the entire street frontage of any lot, at the time of construction upon said lot. This shall include ADA accessible ramps as provided by state law.

9. A 10-foot wide concrete trail shall be installed on Outlot Y, as shown on the plat which will be installed during the reconstruction of W. Viking Road.

10. A concrete surface driveway or entrance shall be installed during or immediately after the construction of a building on any particular lot.

All public improvements within the Development 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 and as required by the City Engineer.

SIGNED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF CEDAR FALLS, IOWA

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

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

STATE OF IOWA, BLACK HAWK COUNTY: ss

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

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

**Michelle Pezley**

---

**From:** Matthew Schultes <schultesmatt@gmail.com>  
**Sent:** Monday, December 13, 2021 9:33 PM  
**To:** Michelle Pezley  
**Subject:** Industrial Park Expansion - Viking Rd

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

Greeting Michelle,

My name is Matt Schultes and I am the owner of 6810 Viking Rd property in Cedar Falls, Iowa. This email concerns the public meeting at the Cedar Falls Public Works facility discussing with the local community members the Viking Rd and industrial park project. For preparation for the meeting, I attended the December 9<sup>th</sup> Zoning and Planning committee meeting on the preliminary plat. During the meeting, I was surprised to see the plan was different from the packet published on the city website. The temporary access road from properties 8, 9, and 10 was moved from exiting to the west onto Union Road to exiting to the north onto Viking Road.

Though minor in nature for the project, it brought the industrial park construction project right to our front door. The sketch shows the access road exiting across the street directly across from my property. Even though I understand temporary inconveniences are necessary for the good of the project, I ask that the commission explore other options. I have laid out my concerns below. I ask that the commission considers these concerns before making a final decision.

1. Traffic safety: The proposal of the access road at the west side of the development property entering Viking Rd is a blind spot safety concern. The sketch drawn shows the proposed road in place of the field gate access established today. Since 2009 when we moved in, my wife and I have watched farm equipment enter and exit from this spot. This fall we also were able to watch the city of cedar falls haul compost to the property with the tandem axle trucks. In both cases, we have seen trucks pull out of the field gate into oncoming traffic coming from the west. The trees along the fence line and road ditch on the south side of the road prevent clear vision from the access gate.
2. Construction traffic adds to busy traffic. Since first hearing about the project, as noted in the Planning and Zoning Committee meeting packet, the neighborhood has been concerned with the extra traffic that the expansion would bring to Viking Road. The proposed temporary access road from Union Road would help address these concerns. Union Road was used as an access point for the recent electrical substation project. Could this be an option for the industrial park early access?
3. In addition, multiple times we have witnessed drivers speed by or pass the school bus shortly before/after the bus stops. We are concerned that adding additional traffic or potential delays would be a safety concern for children.

4. Road integrity – a few years ago, the road was so destroyed by roadway traffic and the freeze/thaw th heavy vehicle embargo was placed on Union and Viking Roads. Therefore, school buses were not allowed to drive on the road to transport children to and from school. If this entrance is a primary entry or egress for concrete trucks, construction equipment and worker access, I am concerned about the roadway integrity until the entire Viking Road paving is completed.

Michelle, please pass this along to the team so that they can review my concerns. I hope they can address them before the project starts this spring. Overall, I have been happy to see the commission work with the neighbors on the plat layout and will continue to listen and work with the team. Ideally the commission will find a different access point such as Union Rd or the existing industrial park for temporary access.

Thank you for your time and considerations,

Matt



## DEPARTMENT OF COMMUNITY DEVELOPMENT

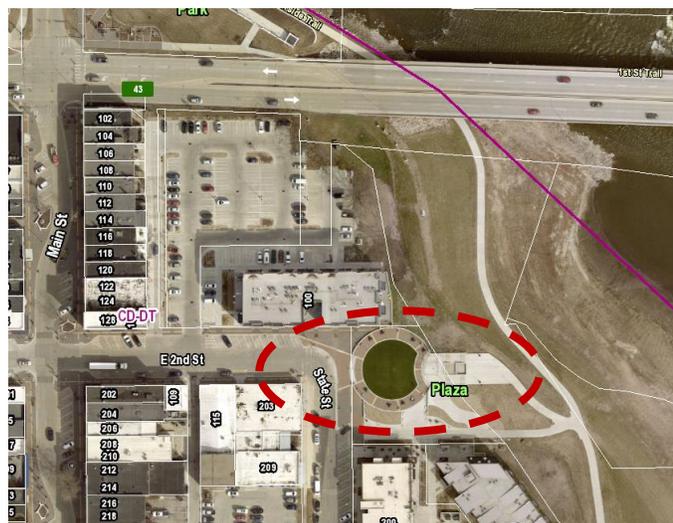
City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-268-5126  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Administration Division**

**TO:** Mayor Green & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** December 27, 2021  
**SUBJECT:** River Place Plaza Site Plan Amendment (Lot 3 River Place 3<sup>rd</sup> Addition) (SP21-017)

In March 2020, a site plan for the River Place Plaza was amended and approved (SP20-004). It had previously been approved in 2016. The Plaza was substantially completed in Summer 2020, with the bathrooms nearly finalized as of the date of this memo. The Plaza has been completed per the Site Plan approved on March 16, 2020 (with the additions at the City Council meeting of a drinking fountain, which was added in the bathroom area, and a doggie fountain added to the east end of the building exterior at 100 E 2<sup>nd</sup> St.). Three bollard lights originally shown to occur on the levee were not installed in order to avoid both conflicts with items on the levee as well as decorative lighting present in that area. The point of review at this time is the temporary stage. The 2020 Staff Report for the Plaza site plan indicated a temporary stage was planned to be in place for no more than one week at a time within the period of May – October every year. This was based on conversations staff had with the Developer's team at that time. For this reason, the compatibility of the design of the truss system and stage with the design of the plaza and the surrounding area did not seem necessary during the site plan review.

The Developer is now requesting a Certificate of Completion through their Development Agreement, which brings up compliance of the Plaza with the March 2020 approved site plan. The Developer recently explained a change in intention with the plaza stage and truss system. Their correspondence notes that due to the type of components needed for a sturdy stage, it is not easily assembled or disassembled. Unfortunately, this change was not brought forward by the Developer



prior to ordering or installation of the stage. After the fact, the Developer is now asking to have the stage truss system in place year-round.

This change to what was represented in the staff report in 2020 should be reviewed and considered. The Downtown Character District Code does not have requirements on design of stages; but any new such open plaza spaces would be required to be public and thus any improvements would have to be approved by the City Council.

While staff notes concern of design compatibility, it has been in place for over a year. Understandably, some type of exposed truss system is needed to attach lights and sound equipment, but structural and overhead components could have design elements that complement the Plaza and surrounding building designs (such as brick columns or other options).



Photo Credit: Google Maps, June 2021

The Planning & Zoning Commission considered this at their December 23, 2021 meeting, noting no design concerns. They feel year-round use of the space is occurring and appreciate this amenity in the downtown area and for the community.

The Planning & Zoning Commission and Staff recommend approval to remain as currently installed.

Attachments: Staff Report on Site Plan Review, March 2020  
Site Plan  
11/29/21 e-mail from Shane Cross & Mark Kittrell, Eagle View Partners

xc: Karen Howard, AICP, Planning & Community Services Manager  
Shane Graham, Economic Development Coordinator



## 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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council Members  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** March 12, 2020  
**SUBJECT:** Amended Site Plan Review for the Plaza at River Place Properties

**REQUEST:** Request to approve a revised River Place Plaza site plan

**PETITIONER:** River Place Properties, LC (Mark Kittrell)

**LOCATION:** Lot 3 River Place 3<sup>rd</sup> Addition. The property is located on the east side of the E. 2<sup>nd</sup> Street and State Street intersection.

### PROPOSAL

A site plan for the Plaza improvements was reviewed and approved in March 2016, along with two buildings of the River Place development. The applicant is requesting changes to the Plaza, which necessitate review by the Planning and Zoning Commission and City Council.

### BACKGROUND

This staff report starts by covering the background of River Place, in detail, to provide context on the development's intent and to explain changes that have happened over the course of the development. The Development Agreement set forth the vision and anticipated plan, however much has changed in the eight years since it was approved. The background provided is intended to help with understanding, as we consider the request before us.





On May 29, 2012 the City Council approved the attached RiverWalk Redevelopment Concept Master Plan showing four (4) primary components of the proposed project. These four components are generally described as:

1. Mill Race Condominiums: These townhomes/condominiums would be part of the proposed Western Home Communities development.
2. 100 Block: This area includes the proposed Inn at River Place (hotel), the River Place Event space, and parking ramp structure.
3. 200 Block: This component is proposed for upscale apartments along with limited site support retail development.
4. 300 Block: This area proposes a mix of residential townhomes and stacked flats.

*During the process of drafting/negotiating the terms and conditions of the proposed Agreement, the focus has been to be similar, in part, with the prior State Street/Broom Factory agreements, minimize public risk and expenditures by tying incentives to developer performance, develop a project that is supported by downtown business and property owners, and be a gateway to Cedar Falls at the same time being compatible with the existing downtown character.*

In spite of everyone's best efforts, the private development was not been completed as quickly as contemplated, the following being a brief timeline:

- The 300 block of State Street (SSR1-21 residential units), completed in 2014.
- The 200 block of State Street: MU1-30 residential units, Mill Race, and 6 retail suites completed in 2015 and SSR2-43 residential units completed in 2016.
- The 100 block of E 2<sup>nd</sup> Street (MU2-24 residential units, 12 retail/office suites) completed in September 2019.
- The former Broom Factory site (Hampton Inn-130 rooms) completed in June 2019.

The other major developments were called "Public Amenities" in the Development Agreement and final designs were to be completed in conjunction with the City and Community Main Street. These included what are now known as:

- The 100 Block Public Parking lot, completed in 2018 (which is now being transferred back to the City), and
- The Plaza, an outdoor event space, which is the focus of this report and the last component of the project.

Throughout this time, the City has also worked with the Developer to coordinate major streetscape improvements in the district, an alley reconstruction in the 100 Block and complete a major renovation to the river levee. This coordination and adjustments by both parties have been documented in updates to the Master Plan (2015 and 2016) and two amendments to the Development Agreement. This is expected of a project of this scale and timeframe, where some decisions impact others, financing requirements

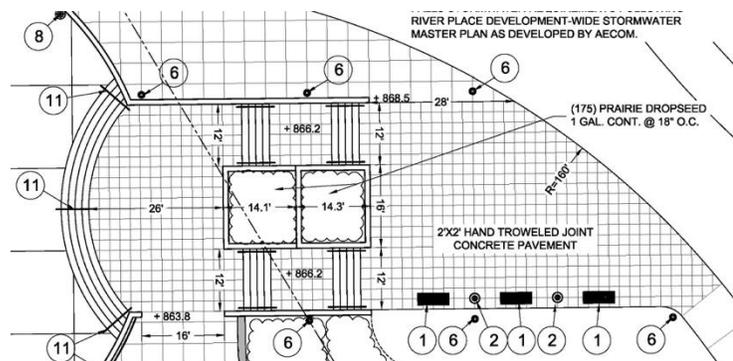
change, the economy varies, and partnerships must adapt and change. The goal, then, is to work to the extent possible to execute the vision originally communicated within reasonable terms to the benefit of all.

The rebates have also not occurred as originally estimated. Improvements were in place by 2016, for rebate payments to start. From 2016 to 2019, rebates have totaled \$601,235. In 2020 we estimate the rebate to be \$394,916. Full valuation is anticipated by Fall 2021 (with all buildings recently completed and factoring in the 18-month lag between completion and when an improvement is taxed) will be \$550,175 per year. This may fluctuate slightly each year, as the TIF tax rate is determined on an annual basis after the City’s tax rate is set. With eight years left on the agreement (valid through July 1, 2027), we estimate another \$4,401,402 in rebates. Combined with what has already been paid, that would total \$5,397,553. The development agreement contemplated up to \$15 million in rebates. In spite of the fact that the rebates will fall short of this projection, the project will be completed and will have a long lasting impact on the downtown district.

The 2012 Development Agreement (DA) provided a conceptual plan for the Plaza as a “multi-purpose outdoor plaza, regional bike trailhead (possible outfitter), drop-off and/or terminus off Second Street and State Street, Plaza/informal performance feature (featuring public art), pedestrian access to river walk/riverfront, Streetscape and landscape to match adjoining areas, signage to be coordinated with CMS, SFHS & Trails”. A plaza site plan was approved in 2016, finding the intent of the DA met.

The 2012 Development Agreement did not specify ownership of the improvements discussed above, but left it up to the parties to decide which was best. Article III acknowledges “the Public Amenities will be of benefit to the project and the City and the general public.” It refers to Exhibit B, B-1, and C for amenities information. It goes on to say “at the time of construction of each particular phase, the City and Developer may determine which entity (City or Developer) shall own and maintain the Amenities.” The DA requires construction plans be submitted with each phase (Section 5.1).

In May 2018, the Second Amendment to the Development Agreement was approved by Council. Among other things, it established clarity in the Plaza’s completion timeline, updated the Master Plan and extend temporary construction easements for the levee. The levee’s timeline has been an influencing factor in the timeline of the Plaza. The levee gained Army Corps approval in July 2017. Construction started in November 2017. It was completed by the end of 2019. The levee included the stairs, part of the Plaza improvements, shown in the image.



The Second Amendment outlined the following, relating to the Plaza:

- City to complete the portion included in the Levee/Floodwall system and cost estimate for the developer's portion established at \$250,602 (image above).
- River Place Plaza Amenity to be constructed in substantial conformance with the site plan attached as Exhibit 5. *(The 2016 approved site plan.)*
- Construction details identified in Section 3.c.i as follows:
  - A. Phase I – Temporary recreational trail between the levee and State Street by July 1, 2019. Remediation of environmental issues by July 1, 2020. *Update: In Summer 2019, Developer & City worked to install a permanent trail along the south side of the Plaza. This avoided making an investment that would later be removed. The dollars for temporary trail went toward a permanent one.*
  - B. Phase II – Developer's portion of the Plaza to start construction on or before April 1, 2020 and shall be completed on or before July 1, 2021. *Update: Developer began in late 2019.*
  - C. Construction Plans – The plans for the Plaza to be submitted at least 90 days before commencing construction work. *Update: Plans were submitted in mid-December 2019, staff reviewed and commented, the site plan is now being revisited.*

Terms of Plaza ownership are in negotiation. The purview of the Planning & Zoning Commission is to review the proposed changes to the site plan and determine if the Plaza meets the character of the downtown and the intent of the Development Agreement.

### ANALYSIS

Staff's review will cover the proposed changes from the 2016 site plan to identify the changes and consider how they substantially conform to the original intent of the development.

The 2016 staff report described the improvements as follows:

*The proposed plan involves the establishment of a public plaza at the east end of E. 2<sup>nd</sup> Street. It will provide a gateway to the trail system and river levee improvement area. The design of the Plaza is terraced from the sidewalk level on State Street to the top of the levee. The main part of the Plaza is raised open space or gathering area with decorative paving features of various colors, score lines and materials. In this area there will be room for seating, outdoor activities and entertainment. From this point the Plaza enters a set of stairs to the top of the levee. There will be ramps to access the Plaza and the existing recreational trail will be relocated to the south side of the Plaza. The Plaza is surrounded by decorative fixtures, landscaping beds and proposed public art features. The Plaza walls are created with concrete retaining walls with a stone form finish topped with a concrete cap.*

*As with the SSR2 and MU1 buildings, the proposed River Place Plaza has been discussed in numerous forums to get to the point of the current elevation drawings. Staff should note that the Developer's responsibility for the plaza includes construction of the base plaza noted on the renderings including all brick and concrete work including the plaza, trails, sidewalks, ramps, stairs, etc. landscaping, lighting within the plaza and the plaza periphery, installing electrical conduit for possible future public uses, the public restrooms located within MU2, and the art/sculpture pad at the east end of the plaza. Other future features and uses that would be added to the plaza would be provided through private funding. Various proposed ideas including a water feature, skating rink, amongst others, are being explored through Community Main Street and will be coordinated with the Developer as construction approaches in 2017. Likewise, long term ownership and maintenance of the plaza after all improvements have been made will be discussed between the City and Developer.*

Following is a review of the proposed changes.

- **Lighting**

The approved 2016 plaza site plan shows 21 Lumec Serenade decorative lights. The intent of the plan was to match the decorative lights on 2<sup>nd</sup> St. and those yet to be installed by the developer along the east side of State Street. The change proposed in the construction plans is to provide seven single-head Lumec lights, replacing others with lower level bollard lighting. Ten bollard lights are proposed. This change is proposed after the Developer completed a photometric plan, which showed the area is overly lit under the 2016 plan. It showed foot-candles of 1.5 – 2.0, depending upon the location. For comparison, twilight produces about 1 foot-candle. Once dark, lighting can often seem brighter. When there's ambient lighting (other lights such as street lights), less lighting is needed since they support each other. Staff agrees too much lighting can be a nuisance and considering a reduction is appropriate, based on the photometric plan.



The style of lighting is another point of review. Below, staff provides a highlighted version of the site plan, enabling a quick review of the lighting types and locations. The decorative light matching the streetscape (Lumec Serenade) would be along the street and up the stairs on the east side of the Plaza. The bollards are proposed along the area south of the Plaza (along the trails heading east connecting to the levee trail). The style of bollards proposed match those found in the back areas of the River Place development. Theatrical lights are within the Plaza. Outside of planned events, it is anticipated they will provide some lighting for the area until approximately 10 p.m. The brightness and timing will be monitored and adjusted as needed.

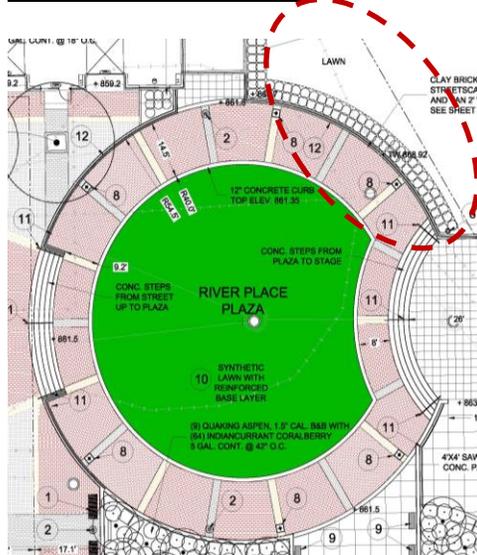




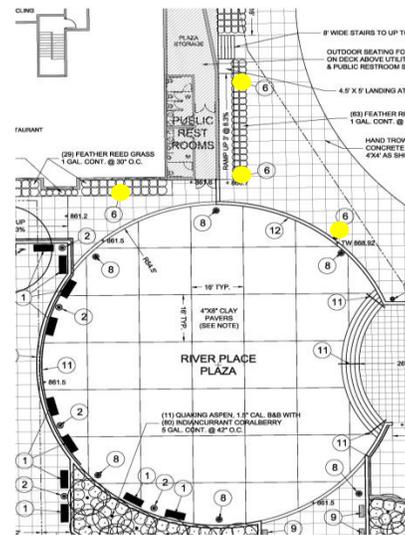
The intent has been that the Plaza complements the downtown streetscaping. Staff feels the changes proposed accomplish this. Streetscape lights are used in the focal areas, while different lighting is to the south side of the site, providing continuity with the River Place development. Theatrical lights remain consistent in their use and general location from 2016 to 2020. The poles are simple 6” round poles, to be painted black.

Area lighting has been removed on the north side of the Plaza, circled in red on the 2020 plan below. Originally, the developer anticipated steps from the residential area (in the MU2 building) to a gathering area on the north side of the Plaza. This area was also going to be generally level with the levee and feature concrete walking/gathering area. This is no longer planned due to several factors. This area is now proposed for seeding and landscaping. The public and residents will not be encouraged to heavily use this area; therefore ambient lighting from the Plaza will be sufficient. The Developer has revised their plans, adding landscaping along the north wall of the Plaza, which will add decorative features while discouraging heavy use of that area.

**2020 Proposed Plan**



**2016 Site Plan**



● Lume Serenade (single lantern)

A decorative light has been removed from the street edge, near the staircase from the sidewalk to Plaza. This seems appropriate for several reasons: it removes visual barriers to the Plaza, removes a conflict with the brick pattern for this area, and improves spacing of lighting given a double head light is on the north side of E 2<sup>nd</sup> St. A double head light is located at the southeast corner of the State Street/2<sup>nd</sup> St. intersection, to complement the pattern of double-head lights found at most downtown intersections.

**Staff recommends approval of the lighting changes.**

- **Benches**

The 2016 site plan shows 13 black benches by Dumor, matching the downtown benches. It is proposed that a movable table/chair combination be placed within the Plaza. This seems reasonable. A table/chair offering would encourage lunches and meetings, contributing to the Plaza’s ambiance. The stairs connecting the public sidewalk to the Plaza drives re-locating or removing several benches. However, the same total quantity is proposed: 8 table/bench combinations and 5 benches. The following pages provide comparison drawings from 2016 site plan to the proposed plan.



One bench at the top of the stairs has been moved from the south side to the north side, to better balance the benches found on the south side in that location.



***Staff recommends approval of the changes.***

- **Trash Receptacles**

The 2016 site plan included seven trash receptacles, partnered with bench locations. The current plan includes five. The Plaza area includes two trash cans. The change is not substantial and is related to the change in bench locations.



***Staff recommends approval.***

- **Bike racks**

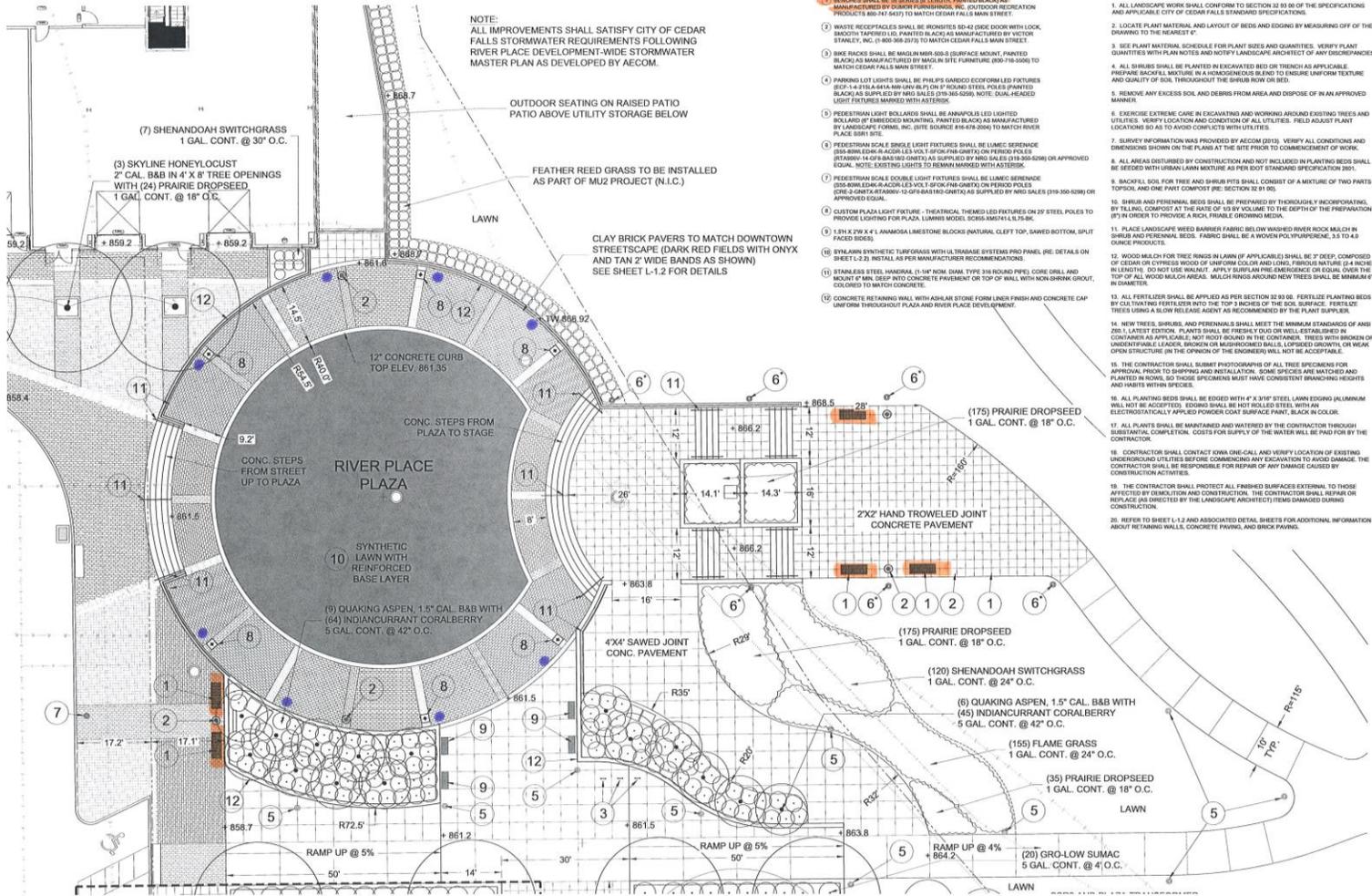
Six bike racks were included with the 2016 site plan. This will be maintained. Three remain on the west side of the Plaza and three remain to the southeast of the Plaza. All bike racks being installed by the City, for Peter Melendy Park and the Streetscape project are a U-shaped rack. The Developer has updated their plans to reflect this change in style.



***Staff recommends approval.***



**2020 Proposal:**



NOTE:  
ALL IMPROVEMENTS SHALL SATISFY CITY OF CEDAR FALLS STORMWATER REQUIREMENTS FOLLOWING RIVER PLACE DEVELOPMENT-WIDE STORMWATER MASTER PLAN AS DEVELOPED BY AECOM.

**PLAN NOTES**

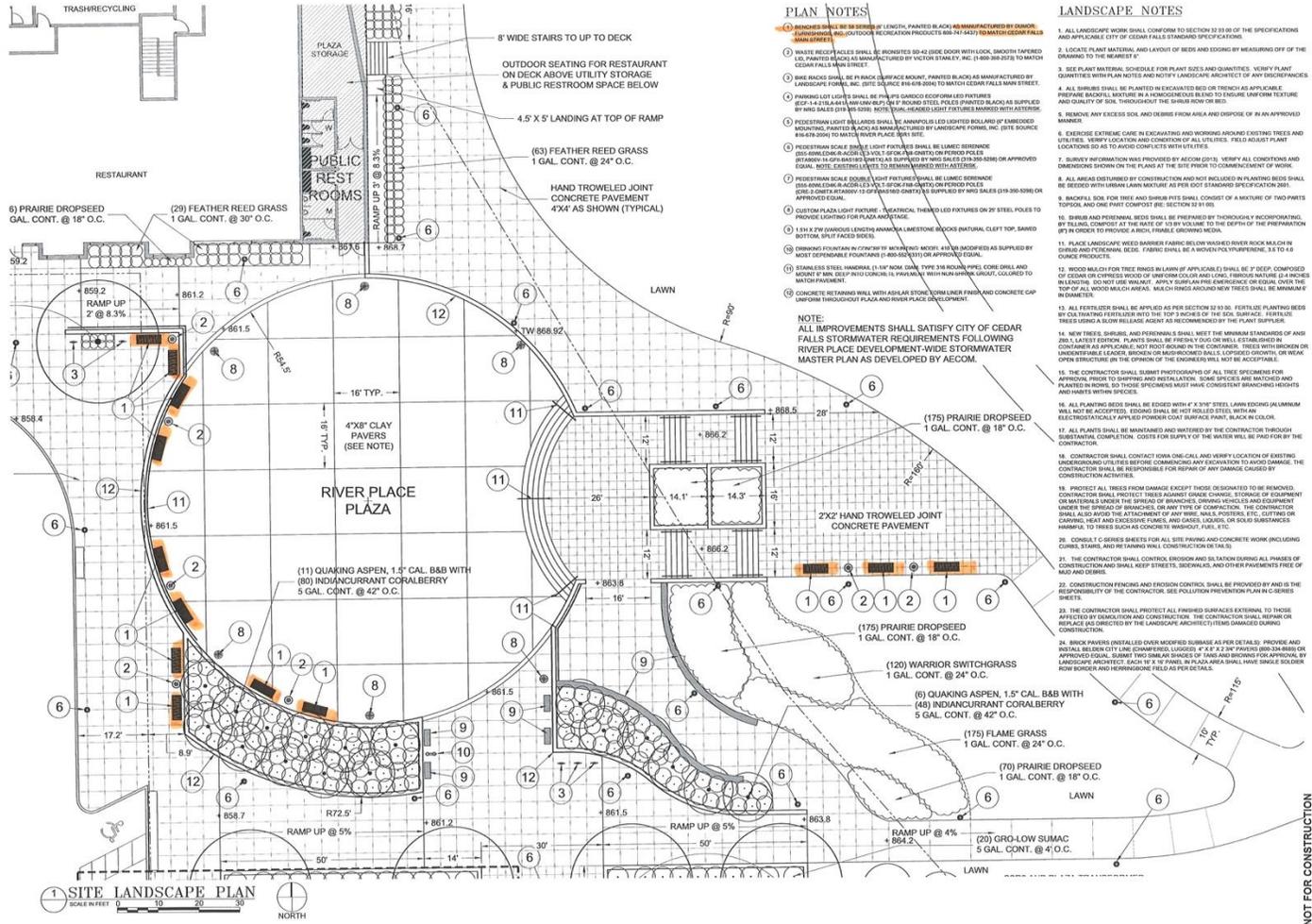
1. ALL LANDSCAPE WORK SHALL CONFORM TO SECTION 32.03 OF THE SPECIFICATIONS AND APPLICABLE CITY OF CEDAR FALLS STORMWATER SPECIFICATIONS.
2. LOCATE PLANT MATERIAL AND LAYOUT OF BEDS AND EDGING BY MEASURING OFF OF THE DRAWING TO THE NEAREST 6".
3. USE PLANT MATERIAL, SCHEDULE FOR PLANT SIZES AND QUANTITIES. VERIFY PLANT QUANTITIES WITH PLAN NOTES AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
4. ALL SHRUBS SHALL BE PLANTED IN EXCAVATED BED OR TRENCH AS APPLICABLE. PREPARE BACKFILL MATURE IN A MANNER SUITABLE TO ENSURE UNIFORM TEXTURE AND QUALITY OF SOIL THROUGHOUT THE SHRUB ROW OR BED.
5. REMOVE ANY EXCESS SOIL AND DEBRIS FROM AREA AND DISPOSE OF IN AN APPROVED MANNER.
6. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING AROUND EXISTING TREES AND UTILITIES. VERIFY LOCATION AND CONDITION OF ALL UTILITIES. FIELD ADJUST PLANT LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES.
7. SURVEY INFORMATION WAS PROVIDED BY AECOM (2013). VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
8. ALL AREAS DISTURBED BY CONSTRUCTION AND NOT INCLUDED IN PLANTING BEDS SHALL BE SEEDS WITH URBAN LAWN MIXTURE AS PER SOOT STANDARDS SPECIFICATION 201.
9. BACKFILL SOIL FOR TREE AND SHRUB PITS SHALL CONSIST OF A MIXTURE OF TWO PARTS TOPSOIL AND ONE PART COMPOST (PER SECTION 32.01.05).
10. SHRUBS AND PERENNIAL BEDS SHALL BE PREPARED BY THOROUGHLY INCORPORATING, BY TILTING, COMPOST AT THE RATE OF 10 BY VOLUME TO THE DEPTH OF THE PREPARATION PIT IN ORDER TO PROVIDE A RICH, FRABLE GROWING MEDIUM.
11. PLACE LANDSCAPE WEED BARRIER FABRIC BELOW WASHED RIVER ROCK MULCH IN SHRUB AND PERENNIAL BEDS. FABRIC SHALL BE A WOVEN POLYPROPYLENE, 3.5 TO 4.0 OUNCE PRODUCT.
12. WOOD MULCH FOR TREE RINGS IN LAWN IF APPLICABLE SHALL BE 3" DEEP, COMPOSED OF CEDAR OR CYPRESS WOODS OF UNIFORM COLOR AND GRADE, PERIODIC NATURE (4 INCHES IN LENGTH). DO NOT USE WOODS APPLIED SURFACE OR EQUAL OVER THE TOP OF ALL SOIL MULCH AREAS. MULCH RINGS AROUND NEW TREES SHALL BE MINIMUM 6" IN DIAMETER.
13. ALL FERTILIZER SHALL BE APPLIED AS PER SECTION 32.03.05. FERTILIZE PLANTING BEDS BY COLLECTING FERTILIZER INTO THE TOP 2" OF SOIL OF THE SOIL SURFACE. FERTILIZE TREES USING A SLOW RELEASE AGENT AS RECOMMENDED BY THE PLANT SUPPLIER.
14. NEW TREES, SHRUBS, AND PERENNIALS SHALL MEET THE MINIMUM STANDARDS OF ANSI Z60.1 LATEST EDITION. PLANTS SHALL BE FREESHIP OR WELL ESTABLISHED IN CONTAINERS AS APPLICABLE. NOT ROOT BOUND IN THE CONTAINER. TREES WITH BROWN OR UNDESIRABLE LEAFER, BRANCH OR WEDGED/BROKEN WALLS, LOPPED GROWTH, OR WEAK OPEN STRUCTURE (IN THE OPINION OF THE ENGINEER) WILL NOT BE ACCEPTABLE.
15. THE CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF ALL TREE SPECIMENS FOR APPROVAL PRIOR TO SHIPPING AND INSTALLATION. SOME SPECIES ARE MATCHED AND PLANTED IN BINS, SO THOSE SPECIMENS MUST HAVE CONSISTENT BRANCHING HEIGHTS AND HABITS WITHIN SPECIES.
16. THE CONTRACTOR SHALL MAINTAIN AND WATERED BY THE CONTRACTOR THROUGHOUT SUBSTANTIAL COMPLETION. COSTS FOR SUPPLY OF THE WATER WILL BE PAID FOR BY THE CONTRACTOR.
17. ALL PLANTING BEDS SHALL BE EDGED WITH 4" X 3/8" STEEL LAIN EDGING (ALUMINUM WILL NOT BE ACCEPTED). EDGING SHALL BE HOT ROLLED STEEL WITH AN ELECTROSTATICALLY APPLIED POWDER COAT SURFACE PAINT, BLACK IN COLOR.
18. CONTRACTOR SHALL CONTACT IOWA ONE-CALL AND VERIFY LOCATION OF EXISTING UNDERGROUND UTILITIES BEFORE COMMENCING ANY EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
19. THE CONTRACTOR SHALL PROTECT ALL FINISHED SURFACES EXTERNAL TO THOSE AFFECTED BY DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE (AS DIRECTED BY THE LANDSCAPE ARCHITECT) ITEMS DAMAGED DURING CONSTRUCTION.
20. REFER TO SHEET L-1.2 AND ASSOCIATED DETAIL SHEETS FOR ADDITIONAL INFORMATION ABOUT RETAINING WALLS, CONCRETE PAVING, AND BRICK PAVING.

**LANDSCAPE NOTES**

1. (7) SHENANDOAH SWITCHGRASS  
1 GAL. CONT. @ 30' O.C.
2. (3) SKYLINE HONEYLOCUST  
2" CAL. B&B IN 4' X 8' TREE OPENINGS  
WITH (24) PRAIRIE DROPSOED  
1 GAL. CONT. @ 18' O.C.
3. (12) CONCRETE CURB  
TOP ELEV. 861.35
4. (10) SYNTHETIC LAWN WITH  
REINFORCED BASE LAYER
5. (9) QUAKING ASPEN, 1.5" CAL. B&B WITH  
(64) INDIANGRASS CORALBERRY  
5 GAL. CONT. @ 42' O.C.
6. (175) PRAIRIE DROPSOED  
1 GAL. CONT. @ 18' O.C.
7. (120) SHENANDOAH SWITCHGRASS  
1 GAL. CONT. @ 24' O.C.
8. (6) QUAKING ASPEN, 1.5" CAL. B&B WITH  
(45) INDIANGRASS CORALBERRY  
5 GAL. CONT. @ 42' O.C.
9. (155) FLAME GRASS  
1 GAL. CONT. @ 24' O.C.
10. (35) PRAIRIE DROPSOED  
1 GAL. CONT. @ 18' O.C.
11. (20) GRO-LOW SUMAC  
5 GAL. CONT. @ 4' O.C.

 Dumor benches       Table/bench combo

**2016 Approved Site Plan:**



■ Dumor benches      ● Table/bench combo

- **Brick Pattern**

The 2016 plan noted clay pavers intended to match those found on the Parkade. The design has changed since 2016, with a new streetscape design developed in 2019. MU2 implemented this in the sidewalk area, after City Council expressed interest in full brick sidewalks on 2<sup>nd</sup> and 3<sup>rd</sup> Streets.

The proposed Plaza design works to match the new Parkade and streetscape design. The clay paver layout and type match the City's. The sidewalk area, beyond the Plaza itself, extends the MU2 sidewalk and is designed to create a focal point when looking east on 2<sup>nd</sup> St.

The change that needs discussion is a proposal to utilize synthetic lawn within the middle of the Plaza. This is deemed a significant change. The Developer explains this is an upgrade, as the investment is higher than the 2016 site plan, which contemplated using clay pavers matching the Parkade design in place at that time. The synthetic lawn is proposed based on experiences conveyed from Indian Creek Plaza in Caldwell, Idaho, David Street Station in Casper, Wyoming and Main Street Square in Rapid City, South Dakota. In Idaho, complaints were that the concrete surface was too hot and fundraising to change it to turf is now occurring. In Wyoming, it has been synthetic grass since installation and has been successful. In Rapid City, approximately 20% of the Square is turf. They shared their strong belief, with the developer, that the green space has been key to their success. They see people picnic on it, laying in the sun on nice days, and preferring to gather in that space.

***Staff recommends approval of this change.***



- **Landscaping Beds**

The landscaping bed locations and planting materials in the construction plans generally match the approved site plan from 2016. Deviations have been noticed at the north end. Plantings are slightly reduced from 29 Feather Reed Grass and 6 Prairie Dropseed to 25 Shenandoah Switchgrass. Staff has no concerns with this minor change. There remains landscaping to finish with MU2 and the developer has acknowledged this will be done in 2020.

As noted in the lighting section, landscaping has been added to the north side of the Plaza.

***Staff recommends approval of this change.***

- **Restrooms**

Restrooms were shown on the 2016 site plan and specifically mentioned in the staff report. The 2018 site plan focused on changes in height to MU2 and noted no other changes to the 2016 plan. The construction plans we received removed restrooms from the project. After staff expressed concern with this change, further discussion concluded the bathrooms will continue to be shown on the site plan, but will be constructed at a later time. They would be completed by July 1, 2021 to fulfill the terms of the Plaza construction timeline in the Second Amendment to the Development Agreement unless it is otherwise amended. With the goal to have events of varying sizes, restroom facilities will be an important amenity.

***Staff recommends continuing with restrooms.***

- **Drinking Fountain**

The 2016 plan included a drinking fountain. Construction plans no longer show it. This does not seem to be a major deviation.

***Staff recommends approval of this change.***

- **Stairs**

The 2016 site plan omits a lower stair case (west edge of Plaza). However, Staff understands they were discussed and were an anticipated feature. The stairs provide easy and direct access to the Plaza. This is a favorable component of the plan. It appears to eliminate the need for ramping at the north side of the Plaza, which has been eliminated from the plan.

***Staff recommends approval of this change.***

- **Curb line/sidewalk at corner of State & 2<sup>nd</sup> St.**

The plans indicate a sidewalk approximately 15-20 wide will be in place at the western edge of the Plaza. It would be lined with a curb delineating the street. Proper street drainage will be established. This includes correcting a ponding

issue currently at that location. Several technical review comments are listed later in this report, addressing remaining items after Engineering's review of the construction plans.

The Plaza is on private property, the sidewalk is public right-of-way. It is proposed the design of the sidewalk change. The 2016 plan indicates hand troweled joint concrete pavement 4'x4'. Current plans show utilizing the streetscape pattern, using clay pavers. The developer is proposing the increased cost of this be covered by the City, similar to the arrangement with the MU2 sidewalk. This will be reviewed in a separate action, by Council, once a proposal has been submitted.

***Staff recommends approval of the sidewalk changes.***

- **Sponsorship Recognition/Plaza Signage**

Sponsorship materials for the Plaza have been circulating in the community. They indicate sponsors could be recognized through signage. Plan sheet L-1.2 indicates the location of a sign at the front of the landscaping bed, to the right of the Plaza (when standing on State Street). A digital sign is planned at that location. The Developer will add a note to the plans indicating the sign will be compatible with the pedestrian character of the downtown and is subject to a sign permit. Any signs must be limited to providing the name of the site/building. Any changeable messaging may only be related to the use of the Plaza. City ordinances do not allow off-premise advertising; therefore, event sponsors may only be listed on the on the same screen as the event announcement, not individually or on a separate screen. More information will be reviewed with the permit application to ensure it meets City ordinances.

It is also proposed that a back "wall" of the Plaza have sponsorship plaques. Plaques will only be seen when standing near wall. The largest plaque, for large donors, will not exceed 12"x12" in size. Staff understands the intent is to recognize donors, not advertise. The Developer will submit the design for Staff review and obtain permits if necessary.

***Sign locations are acceptable and additional review for compatibility with the district will occur when a sign permit is submitted.***

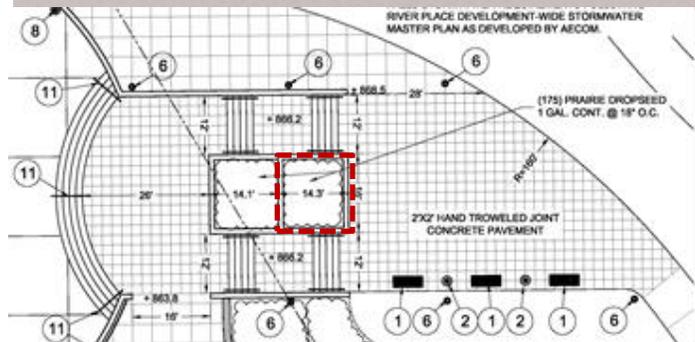
- **Moveable Stage**

While not part of the construction plans, renderings of the Plaza include images of a stage. Discussions with other groups (Community Main Street and Public Art Committee) have relayed the Developer's intent to have a stage in place from May – October (six months), every year.

A structure that will be in place for six months of each year is not temporary. Design of the structure then becomes an important element to review and the Central Business District Overlay applies. While there are no precise criteria for a stage, the materials and overall compatibility with the District will be considered. Brick, stone or terra cotta are to be highly used, while metal is to be limited. Colors are to be earth and neutral tones. Architectural features are to be incorporated. While it may not be practical or visually appealing to consider stone pillars, the proposed metal trussing is also not visually appealing for half of the year. Alternatives such as metal poles matching the theatrical lights design could be considered that “sleeve” over an underground attachment.



An art pad is in the location outlined in red, to the right. During the levee construction, the Public Art Committee (PAC) expressed interest that a significant piece of art be located here. Ideas were that it be approximately 30' tall. However, the selection process for an art piece has not yet occurred. River Place attended a recent meeting with PAC to discuss the public art. Upon learning of the stage's intended placement (location and length), concerns about the visibility of the art piece were raised. This changes either the significance of the art piece or possibly deters the location from being used for public art.



Further discussion with the Developer has landed on placing the stage less frequently and for shorter durations. The Developer plans to have a temporary stage during the peak season. They will also limit the stage, truss, and tent “uptime” to no more than 1 week at a time. This fits much better within the definition of temporary. Discussions will continue with the Public Art Committee to determine a mutually agreeable solution to incorporating the art piece in the Plaza.

***Due to the temporary nature of the stage and acknowledgment to work toward a mutually agreeable solution to incorporate art, Staff has no concerns.***

## TECHNICAL COMMENTS

The Second Amendment to the Development Agreement included an exhibit of the Plaza Site Plan. The Development Agreement will need to be revised to reflect the changes under discussion.

Engineering comments after reviewing the construction plans:

- a. Connection of existing 24" + proposed 15" RCP could create conflict at storm structure with approach angles. Please review and verify the clearance.
- b. Show ADA ramp flairs on details, meeting ADA Chapter 4.
- c. Submit SWPPP and ROW Permits prior to commencing work.

## STAFF RECOMMENDATION

Staff recommends approval subject to the following conditions:

1. Complete restroom facilities, by July 1, 2021 unless amendments to the Development Agreement provide an alternative timeline.
2. All signage will require a permit. At that time, verification of Development Agreement terms and compatibility with the downtown will be reviewed.
3. Revise Development Agreement to include 2020 site plan.
4. Public access easements will be provided as outlined in the Development Agreement and amendments thereto.
5. All technical review comments must be met.

## PLANNING & ZONING COMMISSION

Discussion & Vote  
3/11/2020

Following an overview of the staff report and project from Staff, the Commission discussed. Mr. Holst asked for clarification on the location of the movable stage and public art. He also asked about the bathrooms and ownership of the area. Mr. Holst was curious on Staff's position on the synthetic turf.

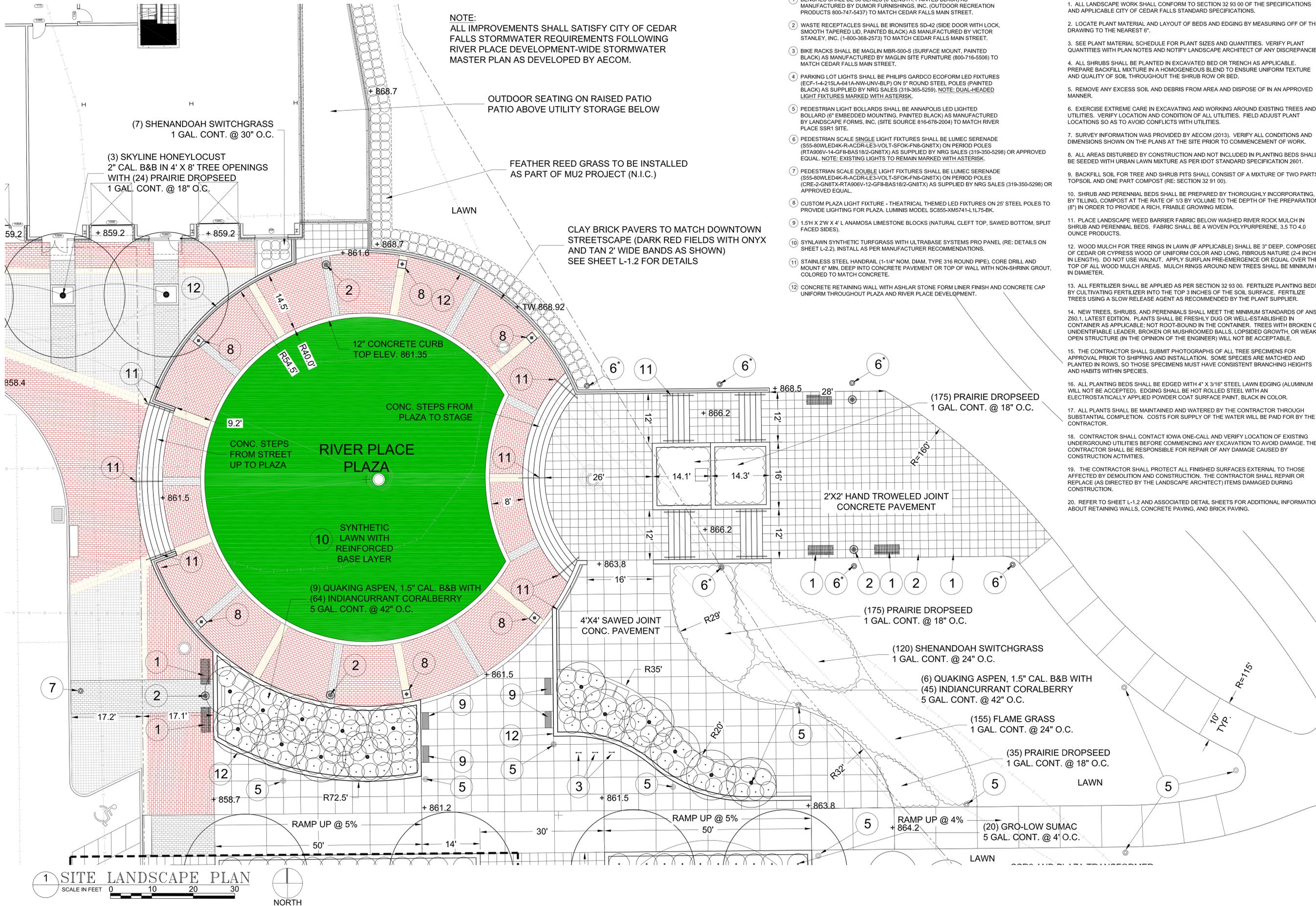
Following a brief presentation by the Developer, Mark Kittrell, the Commission discussed the location of public art and the design of the movable stage. The Commission understands that public art is still under discussion and encourages the Developer to continue working with the Public Art Committee. The short duration of the stage, eliminates the need to complete a design review.

Mr. Wingert expressed high support for the synthetic turf and requested clarification on the drainage of it. Mark Kuiper, project architect, described what's in the plan. Discussion was held on ease of maintenance/replacement, should there be extensive damage or vandalism.

Community Main Street expressed support for the Plaza.

Commissioners expressed high support for the project. It was unanimously recommended for approval (Hartley, Holst, Leeper, Lynch, Prideaux, Wingert).

Attachments: Plaza Site Plan/Landscape Plan (from the 3/9/20 Construction Plans)



**NOTE:**  
 ALL IMPROVEMENTS SHALL SATISFY CITY OF CEDAR FALLS STORMWATER REQUIREMENTS FOLLOWING RIVER PLACE DEVELOPMENT-WIDE STORMWATER MASTER PLAN AS DEVELOPED BY AECOM.

**PLAN NOTES**

1. BENCHES SHALL BE 58 SERIES (6' LENGTH, PAINTED BLACK) AS MANUFACTURED BY DJMOR FURNISHINGS, INC. (OUTDOOR RECREATION PRODUCTS 800-747-5437) TO MATCH CEDAR FALLS MAIN STREET.
2. WASTE RECEPTACLES SHALL BE IRONSITES SD-42 (SIDE DOOR WITH LOCK, SMOOTH TAPERED LID, PAINTED BLACK) AS MANUFACTURED BY VICTOR STANLEY, INC. (1-800-368-2573) TO MATCH CEDAR FALLS MAIN STREET.
3. BIKE RACKS SHALL BE MAGLIN MBR-500-S (SURFACE MOUNT, PAINTED BLACK) AS MANUFACTURED BY MAGLIN SITE FURNITURE (800-716-5506) TO MATCH CEDAR FALLS MAIN STREET.
4. PARKING LOT LIGHTS SHALL BE PHILIPS GARDCO ECOFORM LED FIXTURES (ECF-14-215LA-641A-NW-UNV-BL-P) ON 5" ROUND STEEL POLES (PAINTED BLACK) AS SUPPLIED BY NRG SALES (319-365-5259). NOTE: DUAL-HEADED LIGHT FIXTURES MARKED WITH ASTERISK.
5. PEDESTRIAN LIGHT BOLLARDS SHALL BE ANNAPOLIS LED LIGHTED BOLLARD (6" EMBEDDED MOUNTING, PAINTED BLACK) AS MANUFACTURED BY LANDSCAPE FORMS, INC. (SITE SOURCE 816-678-2004) TO MATCH RIVER PLACE SSR1 SITE.
6. PEDESTRIAN SCALE SINGLE LIGHT FIXTURES SHALL BE LUMEC SERENADE (S55-80WLED4K-R-ACDR-LE3-VOLT-SFOK-FN8-GN8TX) ON PERIOD POLES (RTA906V-14-GFIH-BAS18/2-GN8TX) AS SUPPLIED BY NRG SALES (319-350-5298) OR APPROVED EQUAL. NOTE: EXISTING LIGHTS TO REMAIN MARKED WITH ASTERISK.
7. PEDESTRIAN SCALE DOUBLE LIGHT FIXTURES SHALL BE LUMEC SERENADE (S55-80WLED4K-R-ACDR-LE3-VOLT-SFOK-FN8-GN8TX) ON PERIOD POLES (CRE-2-GN8TX-RTA906V-12-GFIH-BAS18/2-GN8TX) AS SUPPLIED BY NRG SALES (319-350-5298) OR APPROVED EQUAL.
8. CUSTOM PLAZA LIGHT FIXTURE - THEATRICAL THEMED LED FIXTURES ON 25' STEEL POLES TO PROVIDE LIGHTING FOR PLAZA. LUMINIS MODEL SC855-XM5741-L1L75-BK.
9. 1.5H X 2'W X 4' L ANAMOSA LIMESTONE BLOCKS (NATURAL CLEFT TOP, SAWED BOTTOM, SPLIT FACED SIDES).
10. SYNLAWN SYNTHETIC TURFGRASS WITH ULTRABASE SYSTEMS PRO PANEL (RE: DETAILS ON SHEET L-2.2). INSTALL AS PER MANUFACTURER RECOMMENDATIONS.
11. STAINLESS STEEL HANDRAIL (1-1/4" NOM. DIAM. TYPE 316 ROUND PIPE, CORE DRILL AND MOUNT 6" MIN. DEEP INTO CONCRETE PAVEMENT OR TOP OF WALL WITH NON-SHRINK GROUT, COLORED TO MATCH CONCRETE.
12. CONCRETE RETAINING WALL WITH ASHLAR STONE FORM LINER FINISH AND CONCRETE CAP UNIFORM THROUGHOUT PLAZA AND RIVER PLACE DEVELOPMENT.

**LANDSCAPE NOTES**

1. ALL LANDSCAPE WORK SHALL CONFORM TO SECTION 32 93 00 OF THE SPECIFICATIONS AND APPLICABLE CITY OF CEDAR FALLS STANDARD SPECIFICATIONS.
2. LOCATE PLANT MATERIAL AND LAYOUT OF BEDS AND EDGING BY MEASURING OFF OF THE DRAWING TO THE NEAREST 6".
3. SEE PLANT MATERIAL SCHEDULE FOR PLANT SIZES AND QUANTITIES. VERIFY PLANT QUANTITIES WITH PLAN NOTES AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
4. ALL SHRUBS SHALL BE PLANTED IN EXCAVATED BED OR TRENCH AS APPLICABLE. PREPARE BACKFILL MIXTURE IN A HOMOGENEOUS BLEND TO ENSURE UNIFORM TEXTURE AND QUALITY OF SOIL THROUGHOUT THE SHRUB ROW OR BED.
5. REMOVE ANY EXCESS SOIL AND DEBRIS FROM AREA AND DISPOSE OF IN AN APPROVED MANNER.
6. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING AROUND EXISTING TREES AND UTILITIES. VERIFY LOCATION AND CONDITION OF ALL UTILITIES. FIELD ADJUST PLANT LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES.
7. SURVEY INFORMATION WAS PROVIDED BY AECOM (2013). VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
8. ALL AREAS DISTURBED BY CONSTRUCTION AND NOT INCLUDED IN PLANTING BEDS SHALL BE SEEDDED WITH URBAN LAWN MIXTURE AS PER IDOT STANDARD SPECIFICATION 2601.
9. BACKFILL SOIL FOR TREE AND SHRUB PITS SHALL CONSIST OF A MIXTURE OF TWO PARTS TOPSOIL AND ONE PART COMPOST (RE: SECTION 32 91 00).
10. SHRUB AND PERENNIAL BEDS SHALL BE PREPARED BY THOROUGHLY INCORPORATING, BY TILLING, COMPOST AT THE RATE OF 1/3 BY VOLUME TO THE DEPTH OF THE PREPARATION (8") IN ORDER TO PROVIDE A RICH, FRIABLE GROWING MEDIA.
11. PLACE LANDSCAPE WEED BARRIER FABRIC BELOW WASHED RIVER ROCK MULCH IN SHRUB AND PERENNIAL BEDS. FABRIC SHALL BE A WOVEN POLYPROPYLENE, 3.5 TO 4.0 OUNCE PRODUCTS.
12. WOOD MULCH FOR TREE RINGS IN LAWN (IF APPLICABLE) SHALL BE 3" DEEP, COMPOSED OF CEDAR OR CYPRESS WOOD OF UNIFORM COLOR AND LONG, FIBROUS NATURE (2-4 INCHES IN LENGTH). DO NOT USE WALNUT. APPLY SURFLAN PRE-EMERGENCE OR EQUAL OVER THE TOP OF ALL WOOD MULCH AREAS. MULCH RINGS AROUND NEW TREES SHALL BE MINIMUM 6" IN DIAMETER.
13. ALL FERTILIZER SHALL BE APPLIED AS PER SECTION 32 93 00. FERTILIZE PLANTING BEDS BY CULTIVATING FERTILIZER INTO THE TOP 3 INCHES OF THE SOIL SURFACE. FERTILIZE TREES USING A SLOW RELEASE AGENT AS RECOMMENDED BY THE PLANT SUPPLIER.
14. NEW TREES, SHRUBS, AND PERENNIALS SHALL MEET THE MINIMUM STANDARDS OF ANSI Z60.1, LATEST EDITION. PLANTS SHALL BE FRESHLY DUG OR WELL-ESTABLISHED IN CONTAINER AS APPLICABLE; NOT ROOT-BOUND IN THE CONTAINER. TREES WITH BROKEN OR UNIDENTIFIABLE LEADER, BROKEN OR MUSHROOMED BALLS, LOPSIDED GROWTH, OR WEAK OPEN STRUCTURE (IN THE OPINION OF THE ENGINEER) WILL NOT BE ACCEPTABLE.
15. THE CONTRACTOR SHALL SUBMIT PHOTOGRAPHS OF ALL TREE SPECIMENS FOR APPROVAL PRIOR TO SHIPPING AND INSTALLATION. SOME SPECIES ARE MATCHED AND PLANTED IN ROWS, SO THOSE SPECIMENS MUST HAVE CONSISTENT BRANCHING HEIGHTS AND HABITS WITHIN SPECIES.
16. ALL PLANTING BEDS SHALL BE EDGED WITH 4" X 3/16" STEEL LAWN EDGING (ALUMINUM WILL NOT BE ACCEPTED). EDGING SHALL BE HOT ROLLED STEEL WITH AN ELECTROSTATICALLY APPLIED POWDER COAT SURFACE PAINT, BLACK IN COLOR.
17. ALL PLANTS SHALL BE MAINTAINED AND WATERED BY THE CONTRACTOR THROUGH SUBSTANTIAL COMPLETION. COSTS FOR SUPPLY OF THE WATER WILL BE PAID FOR BY THE CONTRACTOR.
18. CONTRACTOR SHALL CONTACT IOWA ONE-CALL AND VERIFY LOCATION OF EXISTING UNDERGROUND UTILITIES BEFORE COMMENCING ANY EXCAVATION TO AVOID DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES.
19. THE CONTRACTOR SHALL PROTECT ALL FINISHED SURFACES EXTERNAL TO THOSE AFFECTED BY DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE (AS DIRECTED BY THE LANDSCAPE ARCHITECT) ITEMS DAMAGED DURING CONSTRUCTION.
20. REFER TO SHEET L-1.2 AND ASSOCIATED DETAIL SHEETS FOR ADDITIONAL INFORMATION ABOUT RETAINING WALLS, CONCRETE PAVING, AND BRICK PAVING.

**RITLAND+KUIPER**  
 LANDSCAPE ARCHITECTS  
 501 SYCAMORE STREET - MEZZ. A  
 WATERLOO, IOWA 50703  
 319-233-8090 www.ritlandkuiper.com

**RIVER PLACE PLAZA**  
 CEDAR FALLS, IA 50613

BID DOCUMENTS  
 02/14/2020

NO. REVISION SCHEDULE DESCRIPTION DATE

SITE  
 LANDSCAPE  
 PLAN

**L-1.1**

**Stephanie Sheetz**

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**From:** Shane Cross <shane.cross@eagleviewpartners.com>  
**Sent:** Monday, November 29, 2021 1:32 PM  
**To:** Stephanie Sheetz  
**Cc:** Mark Kittrell  
**Subject:** Re: Plaza updates

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

Stephanie,

This letter is regarding the stage truss system located at River Place Plaza. Originally Eagle View Partners and River Place proposed the stage truss system to be a temporary tent structure that could be taken down and put up per event or seasonally. This was brought in front of city staff and approved by council. Once construction began, we quickly realized that the structure would need to be more significant to withstand the weather and necessary equipment loads. The size and style of structure that was needed to fit the space from a purposeful standpoint, as well as aesthetic standpoint, was contracted, engineered, and installed. Once installed we concluded that it was not something that could be easily taken down and put back up on a regular basis.

We knew that the public art piece to be located on the top side of the stage was something we needed to work around. We collaborated with the Art Committee and helped them decide on the piece that would be visible through the truss. This would allow the focal point of the piece to be from the bridge/bike trail rather than from 2<sup>nd</sup> Street.

With that, the stage truss system that is currently up will be a permanent structure into the foreseeable future. We do have multiple tarps that will be switched throughout the seasons. We will take the tarp down over the winter to prevent snow buildup - and any hazard that might cause. The Plaza season will typically run from the first event in the spring (early April) through to the end of the year.

We are asking that the current agreement be amended to allow the frame of the truss to be left in place permanently.

Thank you,

Shane Cross

Mark Kittrell

Eagle View Partners.

On Nov 23, 2021, at 1:32 PM, Stephanie Sheetz <[Stephanie.Sheetz@cedarfalls.com](mailto:Stephanie.Sheetz@cedarfalls.com)> wrote:

Thank you for the update. I understand it can take a bit to line it up. The schedule got a little accelerated here with the transfer of the Plaza. That is tied to completion of the Plaza, so that prompted me touching base again.

---

**From:** Shane Cross [<mailto:shane.cross@eagleviewpartners.com>]

**Sent:** Tuesday, November 23, 2021 1:25 PM

**To:** Stephanie Sheetz

**Subject:** Re: Plaza updates

**CAUTION:** This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Stephanie,

I apologize for the delay. I have not forgotten about you. Was just trying to get all of the ducks in a row before I responded rather than piece by piece getting back to you.

I should have the loose ends of the bathroom permit tied up by end of this week or early next week.

Mathias is going to replace the dead tree in the spring they do not currently have any of that species in stock.

Working with Mark Kittrell to get the letter on the stage written. (he's hard to pin down sometimes)

I will send you all of this over as soon as I can and we can get this thing closed out by the end of the month here.

Thank you,  
Shane Cross

On Nov 22, 2021, at 5:24 PM, Stephanie Sheetz <[Stephanie.Sheetz@cedarfalls.com](mailto:Stephanie.Sheetz@cedarfalls.com)> wrote:

Any update?

---

**From:** Stephanie Sheetz  
**Sent:** Thursday, November 11, 2021 1:06 PM  
**To:** 'Shane Cross'  
**Subject:** RE: Plaza updates

Hi Shane,

I checked in on the bathroom permit to see if we were wrapped up. I found the plumbing inspection passed on 10/25/21, however there was an issue with the women's bathroom door not properly functioning so it looks like we need that addressed yet in order to pass the building inspection and close out the bathroom permits. Please call for an inspection when you are ready & let me know when that's addressed. Then I will update/finalize a letter and get it to you & Mark. Any update on the dead tree I had noticed? Let me know if we need to meet on any of the other items, as you work to address those.

Would you or Mark Kittrell provide me with a letter explaining the Plaza changes in terms of what city staff has previously conveyed to P&Z and City Council about a temporary stage? If you want a copy of staff reports on that, let me know. I'm just looking for information, in the Developer's words, on why the change, what is the status/proposal at this time, would that continue going forward, etc. (re: it's more of a permanent stage in the form seen today, as an example).

Thank you,  
Stephanie

*Stephanie Houk Sheetz, AICP*  
Director of Community Development  
City of Cedar Falls  
220 Clay St.  
Cedar Falls, IA 50613  
[Stephanie.Sheetz@cedarfalls.com](mailto:Stephanie.Sheetz@cedarfalls.com)  
Phone (319) 268-5151 (Direct)  
(319) 273-8600 (Main)  
(319) 505-0048 (Cell)  
Fax (319) 273-8610

---

**From:** Shane Cross [<mailto:shane.cross@eagleviewpartners.com>]  
**Sent:** Monday, October 25, 2021 9:45 AM  
**To:** Stephanie Sheetz  
**Cc:** Mark Kittrell  
**Subject:** Re: Plaza updates

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

Stephanie,

The inspections to finalize the restrooms have been scheduled for this afternoon at 2:30. I will work on working through those amendments and get this all buttoned up.

Thank you,

On Oct 25, 2021, at 8:15 AM, Stephanie Sheetz <[Stephanie.Sheetz@cedarfalls.com](mailto:Stephanie.Sheetz@cedarfalls.com)> wrote:

Mark & Shane,

Thanks, Shane, for meeting with me earlier this month. Attached is a draft letter for certificate of completion on the Plaza. I am waiting for the bathroom final inspection to pass before officially issuing this letter. I thought I would provide it at this time since there are a number of items from the Third Amendment where I believe updates are needed. Please see pages 2-3 for a list of those items & let me know if I may be in error or when these will be completed.

Thank you,  
Stephanie

*Stephanie Houk Sheetz, AICP*  
Director of Community Development  
City of Cedar Falls  
220 Clay St.  
Cedar Falls, IA 50613  
[Stephanie.Sheetz@cedarfalls.com](mailto:Stephanie.Sheetz@cedarfalls.com)  
Phone (319) 268-5151 (Direct)  
(319) 273-8600 (Main)  
(319) 505-0048 (Cell)  
Fax (319) 273-8610

<Plaza certificate of completion 10-23-21 DRAFT.PDF>



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper. /Maint. Division Manager
DATE: December 27, 2021
SUBJECT: Equipment Purchase

Handwritten signature in blue ink.

The City utilizes two types of street sweepers to manage street cleaning; one is a vacuum style, while the other is a mechanical belt type sweeper. The vacuum sweeper is used for general sweeping operations where the mechanical sweeper is good for general sweeping but also manages heavier debris more efficiently. Recently, the mechanical sweeper experienced catastrophic failure to its mechanical drive system which drives all of the sweeping components. Based on the age of the unit and the estimated cost of repair, it was determined that the most viable option is replacement of this unit. Original replacement was not planned to be programmed into the Vehicle Replacement Program until FY25. Now, replacement will be required in FY22.

Due to supply chain issues, there has been a delay with delivery of other street construction funded equipment until FY23 which will free up the majority of funding needed for this immediate need purchase. For example, a dump truck that was recently ordered has been delayed until FY23 and other items not as critical to operations have been reprogrammed to FY24.

Following is a summation of quotes that were gathered for the mechanical Sweeper;

Table with 2 columns: Equipment description and Price. Rows include Elgin Sweeper (Sourcewell) at \$234,335.60, Macqueen Equipment (demo unit) at \$234,400.00, and Macqueen Equipment (new unit) at \$242,390.00.

The Macqueen Equipment demo unit has new warranty and very low operating hours. This unit is the only unit that delivery is assured. The other units are yet to be built and delivery is not guaranteed although it is estimated to be 90-120 days.

Due to the uncertainty within the equipment manufacturing industry, and the need to have two sweepers ready for operation in the spring, the Public Works Department is recommending authorization for expenditure of funds for the demo unit offered by Macqueen Equipment at a cost of \$234,400.00. This expenditure will be funded from Street Construction Funds based on the above information.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** December 21, 2021  
**SUBJECT:** FY2022-2027 Capital Improvements Program (CIP)

Attached is the required notice for the proposed FY2022-2027 Capital Improvements Program (CIP) hearing. The CIP will be presented at committee on January 3<sup>rd</sup>.

**The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for January 18, 2022.**

If you have any questions about the CIP or the process, please feel free to contact me.

**NOTICE OF PUBLIC HEARING FOR THE  
FY2022-2027 CAPITAL IMPROVEMENTS PROGRAM (CIP)**

Notice is hereby given that the Cedar Falls City Council of the City of Cedar Falls, Iowa will conduct a public hearing on the proposed FY2022-2027 Capital Improvements Program (CIP) at 7:00 p.m. on the 18<sup>th</sup> day of January 2022, said meeting to be held in the Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa.

Copies of the foregoing described document are on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa and may be inspected by any persons interested. Written comments to said proposed Capital Improvements Program may be filed with the City Clerk of the City of Cedar Falls, Iowa on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa.

By: Jacqueline Danielsen, City Clerk



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** December 23, 2021

**SUBJECT:** West Viking Road Industrial Park Phase V  
 City Project Number: SU-364-3189  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the West Viking Road Industrial Park Phase V.

We recommend setting Tuesday, January 18<sup>th</sup>, 2022 at 7:00 p.m. as the date and time for the public hearing on this project and Friday, February 11<sup>th</sup>, 2022 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Friday, January 7<sup>th</sup>, 2022. The Plans and Specifications will be ready for distribution to contractors on Friday, January 7<sup>th</sup>, 2022, allowing more than five (5) weeks of review before contract letting.

This project consists of mass grading of 200-acre industrial park expansion site and constructing infrastructure associated with the first phase of the industrial park expansion site. The respective infrastructure includes 20,075 SY PCC, 7,338 LF storm sewer, 4,385 LF sanitary sewer, 5,125 LF water main, and other associated items.

The total estimated cost for the construction of this project is \$8,714,000.00. The project will be initially be paid by Economic Development Funds then will be certified as TIF debt within the Unified Highway 58 Corridor Urban Renewal Plan.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the West Viking Road Industrial Park Phase V.

xc: David Wicke, PE, City Engineer  
 Chase Schrage, Director of Public Works

# CONSTRUCTION PLANS FOR CITY OF CEDAR FALLS BLACK HAWK COUNTY, IOWA CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V MASS GRADING AND PHASE I INFRASTRUCTURE IMPROVEMENTS

**NOTES:**

COMPLETE ALL CONSTRUCTION IN ACCORDANCE WITH THE 2021 EDITION OF THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS (SUDAS) MANUAL AND THE CITY OF CEDAR FALLS' SUPPLEMENTAL SPECIFICATIONS. CONSTRUCTION AND MAINTENANCE TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS.

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2021 VERSION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS, 2021.

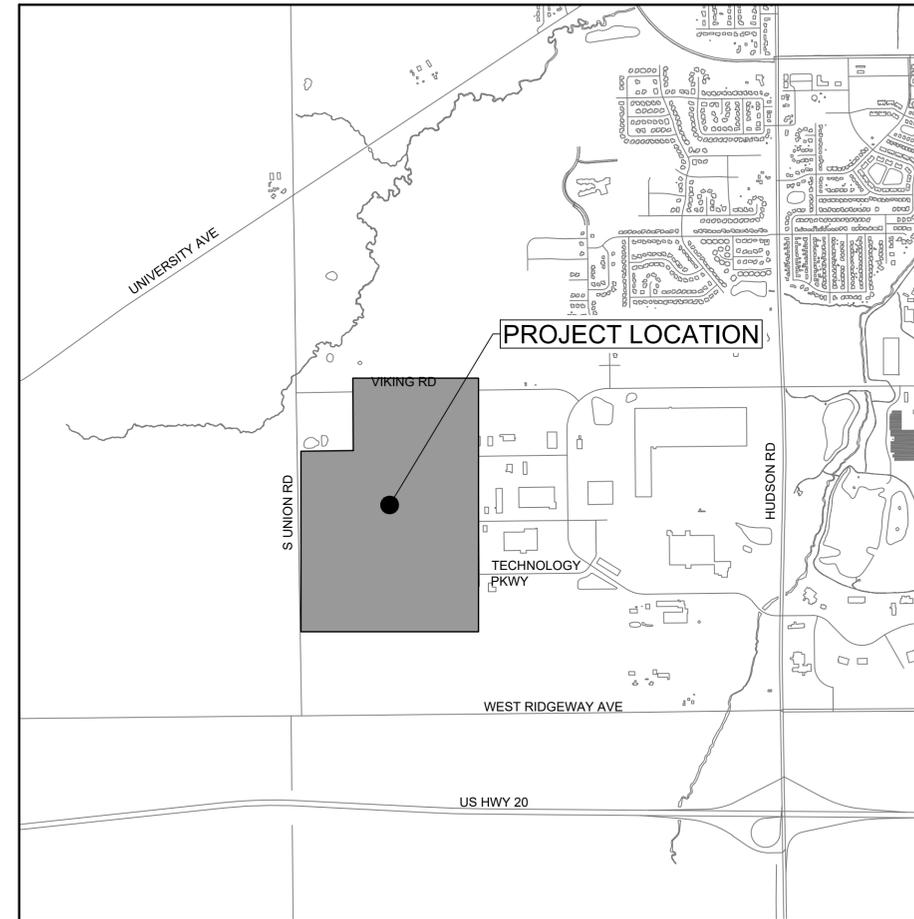
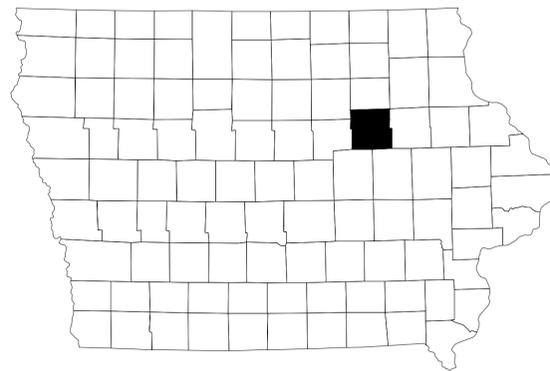
**CITY COUNCIL  
MEMBERS**

ROBERT M. GREEN, MAYOR  
GIL SCHULTZ  
SUSAN DEBUHR  
DARYL KRUSE  
SIMON HARDING  
DUSTIN GANFIELD  
KELLY DUNN  
DAVE SIRES

**CITY OF CEDAR FALLS**

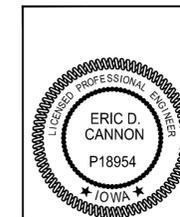
THIS ENGINEERING DOCUMENT IS RECOMMENDED FOR  
FILING WITH THE CITY CLERK

PUBLIC WORKS DIRECTOR, CITY ENGINEER      DATE  
OR DESIGNEE



VICINITY MAP

INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
A.1	TITLE SHEET
A.2	LEGEND
B.1-B.2	TYPICAL SECTIONS & MISCELLANEOUS DETAILS
C.1-C.5	QUANTITIES, ESTIMATE REFERENCE, AND TABULATIONS
C.11-C.15	GRADING PLAN
D.1-D.16	PLAN AND PROFILE
F.1-F.2	REMOVALS
G.1	SURVEY CONTROL AND REFERENCE INFORMATION
H.1	RIGHT-OF-WAY
J.1 - J.3	PHASING PLAN AND TRAFFIC CONTROL
K.1-K.9	LANDSCAPING PLAN
L.1-L.6	GEOMETRIC STAKING AND JOINTING
M.1-M.19	STORM SEWER
MSA.1-MSA.12	SANITARY SEWER
MWM.1-MWM.14	WATER MAIN
N.1	PAVEMENT MARKING AND SIGNAGE PLAN
R.1-R.4	POLLUTION PREVENTION PLAN



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.  
 Date: 12-22-2021  
 Eric D. Cannon, P.E.  
 License Number: P18954  
 My License Renewal Date is December 31, 2021  
 Pages or sheets covered by this seal:  
 ALL SHEETS



Project No: 118.1174.08B  
 Sheet A.1

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**CEDAR FALLS, IOWA**

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com

**SNYDER & ASSOCIATES, INC.**

**TITLE SHEET**

MARK  
Engineer: KRN  
Checked By: KJS  
Technician: PCK

REVISION  
Checked By: KJS  
Date: 11-05-2021

DATE  
Scale: 1" = 1'-0"  
T-R-S: 89N-14W-34

Project No: 118.1174.08B  
 Sheet A.1

V:\projects\20181118\1174\08B\CADD\CD - 118.1174.08B.dwg JUSTIN STROM, A.I. 2021/12/21 3:39 PM ANSI FULL BLEED D(34.00 X 22.00 INCHES)

LEGEND

FEATURES

- Section Corner
1/2" Rebar, Cap # 11579
ROW Marker
ROW Rail
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Minimum Protection Elevation
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND

- Found symbols for Section Corner, ROW Marker, ROW Rail, Control Point, Bench Mark, Platted Distance, Measured Bearing & Distance, Recorded As, Deed Distance, Calculated Distance, Minimum Protection Elevation, Centerline, Section Line, 1/4 Section Line, 1/4 1/4 Section Line, Easement Line.

SET

- Set symbols for Section Corner, ROW Marker, ROW Rail, Control Point, Bench Mark, Platted Distance, Measured Bearing & Distance, Recorded As, Deed Distance, Calculated Distance, Minimum Protection Elevation, Centerline, Section Line, 1/4 Section Line, 1/4 1/4 Section Line, Easement Line.

FEATURES

- Spot Elevation
Contour Elevation
Fence (Barbed, Field, Hog)
Fence (Chain Link)
Fence (Wood)
Fence (Silt)
Tree Line
Tree Stump
Deciduous Tree \ Shrub
Coniferous Tree \ Shrub
Communication
Overhead Communication
Fiber Optic
Underground Electric
Overhead Electric
Gas Main with Size
High Pressure Gas Main with Size
Water Main with Size
Sanitary Sewer with Size
Duct Bank
Test Hole Location for SUE w/D

EXISTING

- Existing symbols for Spot Elevation, Contour Elevation, Fence, Tree, Deciduous Tree, Coniferous Tree, Communication, Overhead Communication, Fiber Optic, Underground Electric, Overhead Electric, Gas Main, High Pressure Gas Main, Water Main, Sanitary Sewer, Duct Bank, Test Hole Location.

PROPOSED

- Proposed symbols for Spot Elevation, Contour Elevation, Fence, Tree, Deciduous Tree, Coniferous Tree, Communication, Overhead Communication, Fiber Optic, Underground Electric, Overhead Electric, Gas Main, High Pressure Gas Main, Water Main, Sanitary Sewer, Duct Bank, Test Hole Location.

(\* ) Denotes the survey quality service level for utilities

- Sanitary Manhole
Storm Sewer with Size
Storm Manhole
Single Storm Sewer Intake
Double Storm Sewer Intake
Fire Hydrant
Fire Hydrant on Building
Water Main Valve
Water Service Valve
Well
Utility Pole
Guy Anchor
Utility Pole with Light
Utility Pole with Transformer
Street Light
Yard Light
Electric Box
Electric Transformer
Traffic Sign
Communication Pedestal
Communication Manhole
Communication Handhole
Fiber Optic Manhole
Fiber Optic Handhole
Gas Valve
Gas Manhole
Gas Apparatus
Fence Post or Guard Post
Underground Storage Tank
Above Ground Storage Tank
Sign
Satellite Dish
Mailbox
Sprinkler Head
Irrigation Control Valve

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD. QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS. QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION. QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

NOTES

- 1. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
2. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2021 URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, THE SOILS REPORTS PREPARED BY TERRACON (PN. 13195013) CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS, AND CEDAR FALLS UTILITY SPECIFICATIONS.
3. ALL SERVICES ARE TO BE 20' APART AND LOCATED NEAR THE CENTER OF THE LOT UNLESS SHOWN OTHERWISE. ALL SANITARY SEWER STUBS SHALL BE STUB BED 10' INTO THE LOT. PLACE 14' 2x4 AT END OF SANITARY SEWER SERVICE. PLACE 6" STEEL POST BURIED 3FEET AT END OF ALL SERVICES. MATERIAL AND INSTALLATION OF MARKING POSTS SHALL BE CONSIDERED INCIDENTAL TO THE SERVICES.
4. ALL UTILITY BACKFILL AND SUBGRADE SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR AND SHALL BE WITHIN A RANGE OF 0% TO 4% OF THE MATERIALS OPTIMUM MOISTURE CONTENT.
5. RIM ELEVATIONS ARE SHOWN FOR REFERENCE PURPOSES. CONTRACTOR TO ADJUST RIM AS NECESSARY TO MEET SPECIFIC CONSTRUCTION REQUIREMENTS.
6. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
7. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
8. NOTIFY OWNER, ENGINEER, AND CITY OF CEDAR FALLS AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
9. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
10. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
11. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED OR TIED INTO STORM SEWER AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS AND SHALL BE INCIDENTAL TO THE SITE WORK. ANY TILE ADJUSTMENTS NECESSARY DURING THE PROJECT SHALL BE PROVIDED ON A FINAL AS-BUILT TO BE PROVIDED TO THE CITY.
12. SPECIAL STRUCTURAL SUPPORT IS REQUIRED FOR ALL CROSSINGS BETWEEN 6" TO 18". STRUCTURAL SUPPORTS SHALL BE CONSIDERED INCIDENTAL TO THE UTILITY WORK.
13. ALL CRITICAL CROSSINGS WHERE WATER MAIN IS BELOW THE STORM SEWER, ONE FULL LENGTH OF RCP SHALL BE CENTERED ON THE CROSSING WITH RUBBER O-RING JOINTS WITHIN 10' OF CROSSING.
14. CONTRACTOR SHALL TELEVIEW SANITARY SEWER AND STORM SEWER AS PER SUDAS AND CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS.
15. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
16. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
17. CONTRACTOR TO STRIP AND STOCKPILE 8" TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED OR AS DIRECTED IN THE GEOTECHNICAL REPORT. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
18. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
19. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
20. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
22. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, BLACK HAWK COUNTY, AND THE OWNER PRIOR TO CONSTRUCTION.
23. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES UNLESS OTHERWISE NOTED.
24. PROTECTIVE SYSTEMS FOR EXCAVATIONS MORE THAN 20 FEET IN DEPTH MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER IN ACCORDANCE WITH OSHA REGULATIONS.

SURVEY NOTES

- 1. FOR CLARITY PURPOSES, SURVEY SPOT ELEVATIONS ARE NOT SHOWN ON THIS SURVEY, BUT ARE CONTAINED WITHIN THE DIGITAL CADD FILES.
2. FOR THE PURPOSE OF THIS SURVEY, STORM SEWER, SANITARY SEWER AND WATER MAIN LINES ARE ASSUMED TO FOLLOW A STRAIGHT LINE FROM STRUCTURE TO STRUCTURE.
3. UNDERGROUND PIPE MATERIALS AND SIZES ARE BASED UPON VISIBLE EVIDENCE VIEWED FROM ACCESS MANHOLES/STRUCTURES. DUE TO THE CONFIGURATION AND/OR CONSTRUCTION OF THE STRUCTURE, IT MAY BE DIFFICULT TO ACCURATELY DETERMINE THE PIPE MATERIAL AND/OR SIZE. THE SURVEYOR WILL USE THEIR JUDGMENT AND EXPERIENCE TO ATTEMPT TO DETERMINE, BUT COMPLETE ACCURACY CANNOT BE GUARANTEED.
4. BOUNDARY LINES SHOWN ON THE EXISTING SITE SURVEY ARE TO FACILITATE DESIGN OR CONCEPT NEEDS AND ENABLE CREATION OF SAID CONSTRUCTION DOCUMENTS. THESE LINES DO NOT CONSTITUTE A CERTIFIED BOUNDARY SURVEY AND MISSING MONUMENTS WILL NOT BE SET.

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 551900939.

Table with utility types (G-GAS MAIN, W-WATER, CO-COMMUNICATION, S-SANITARY, C-COMMUNICATION, FO-FIBER OPTIC) and contact information (CEDAR FALLS UTILITIES, CEDAR FALLS UTILITIES, CITY OF CEDAR FALLS, CENTURYLINK / TERRA TECHNOLOGIES, CENTURYLINK, IOWA COMMUNICATIONS NETWORK, MEDIACOM, IOWA REGIONAL UTILITY ASSOCIATION, POLICE DEPARTMENT, EMERGENCY SERVICES).

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

LEGEND

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.

5005 BOWLING STREET S.W.
CEDAR RAPIDS, IOWA 52404
319-362-9594 | www.snyder-associates.com

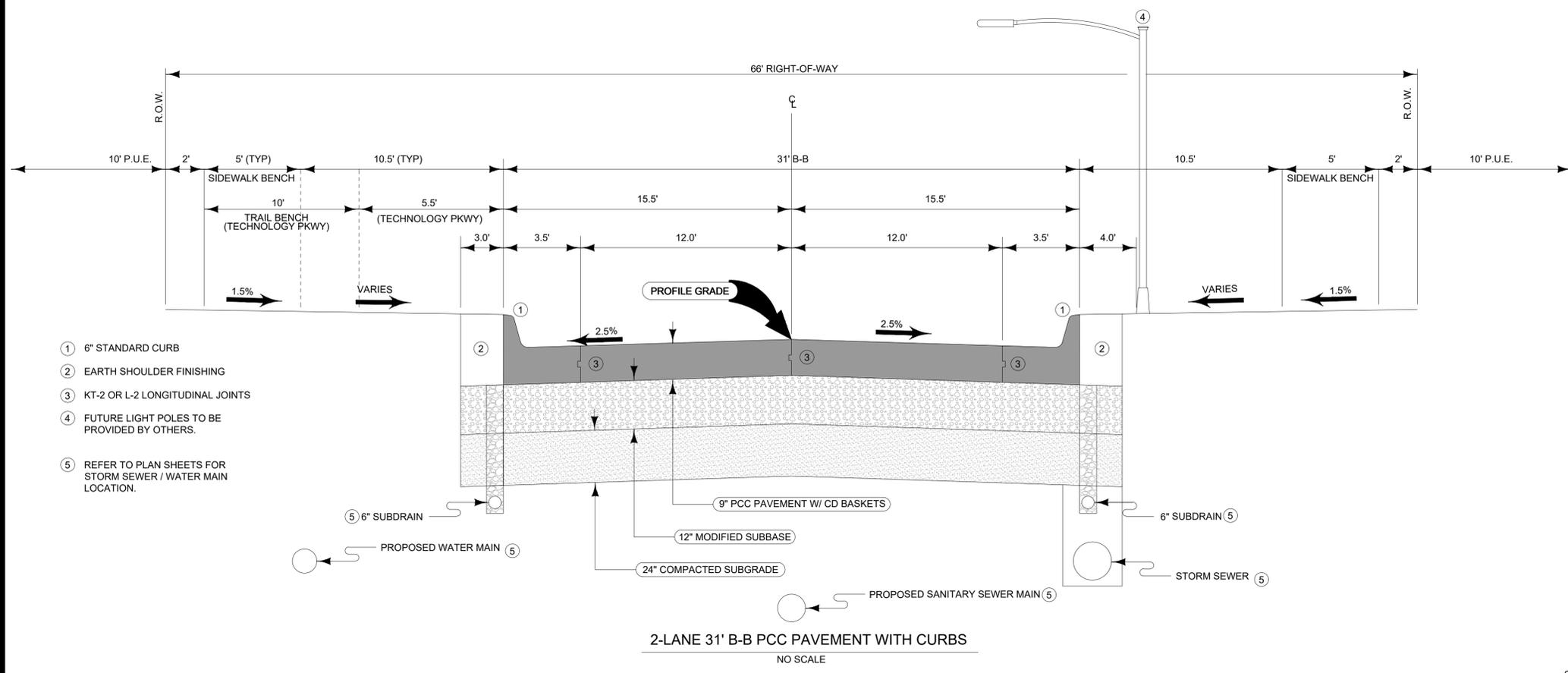
Sheet A.2

Project No: 118.1174.08B

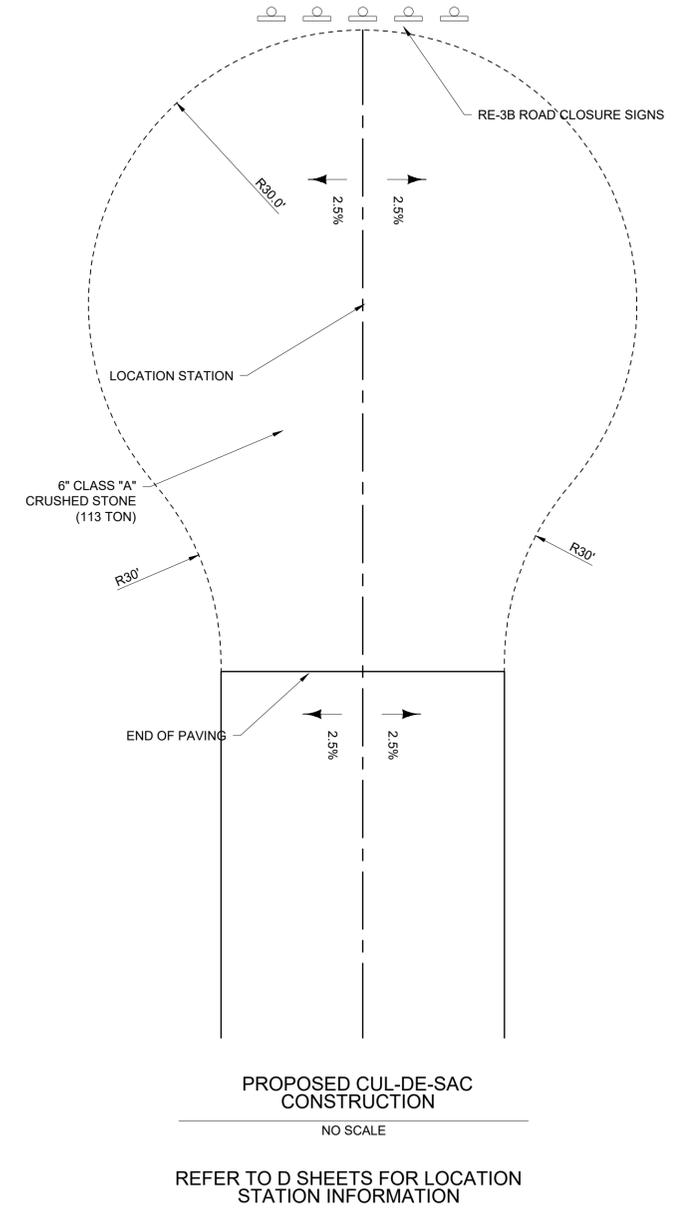
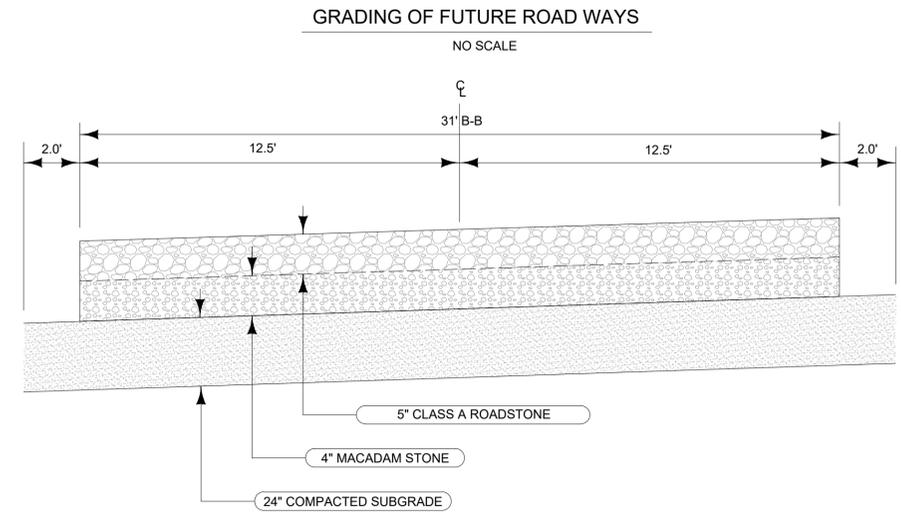
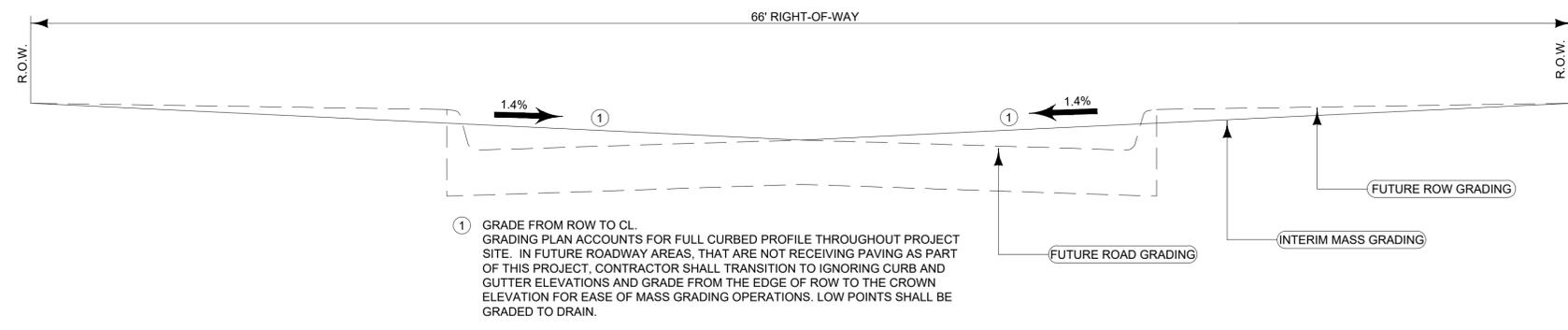


Project No: 118.1174.08B

Sheet A.2



- ① 6" STANDARD CURB
- ② EARTH SHOULDER FINISHING
- ③ KT-2 OR L-2 LONGITUDINAL JOINTS
- ④ FUTURE LIGHT POLES TO BE PROVIDED BY OTHERS.
- ⑤ REFER TO PLAN SHEETS FOR STORM SEWER / WATER MAIN LOCATION.



MARK	REVISION	BY

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

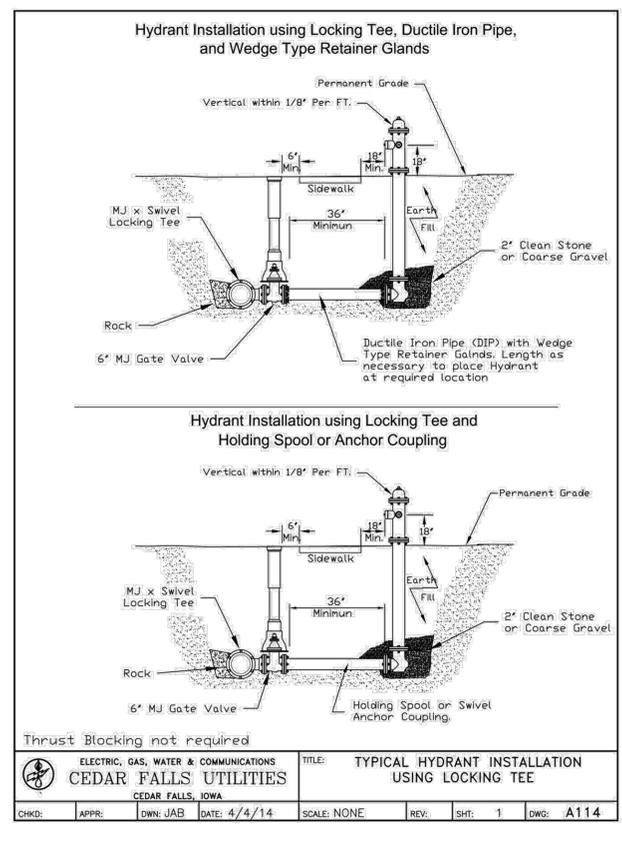
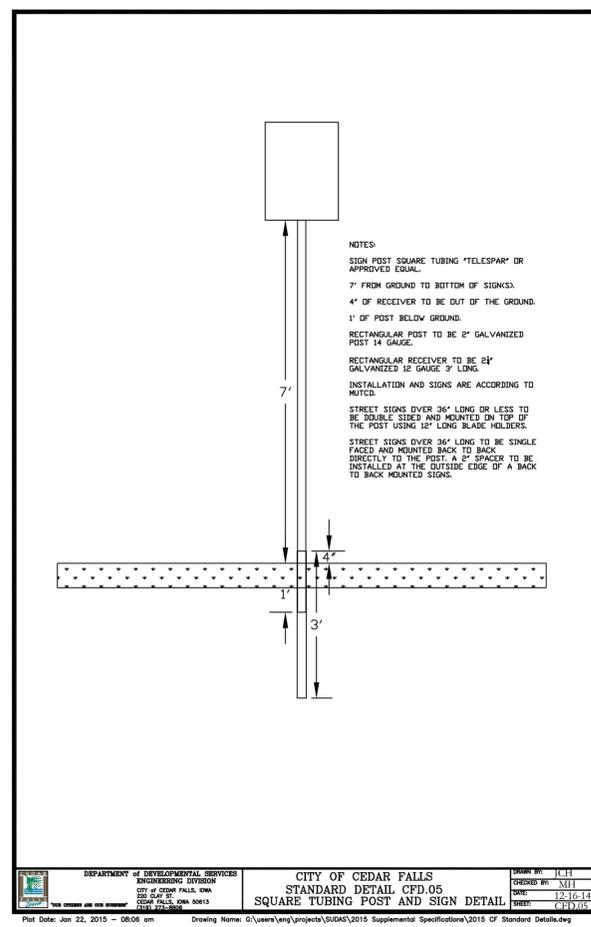
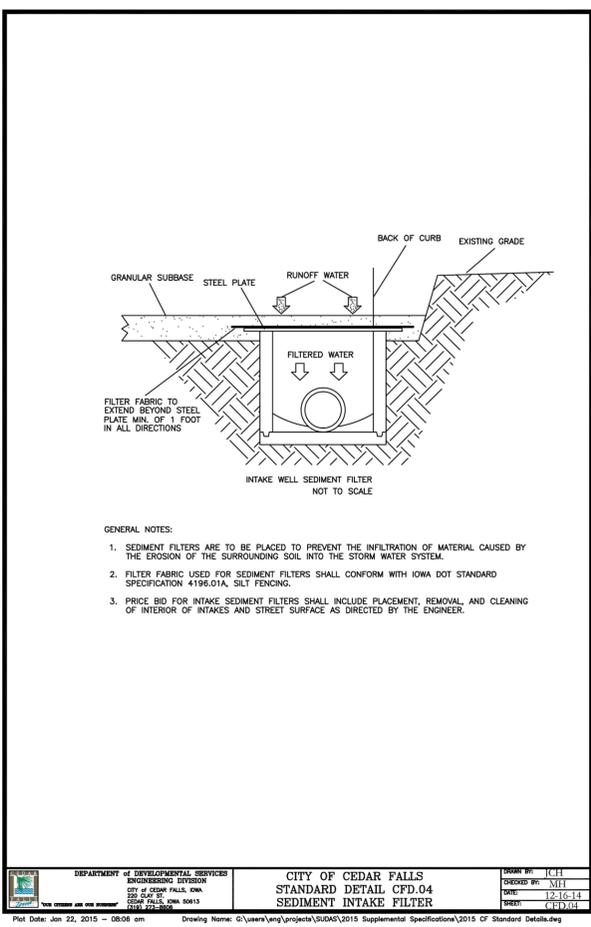
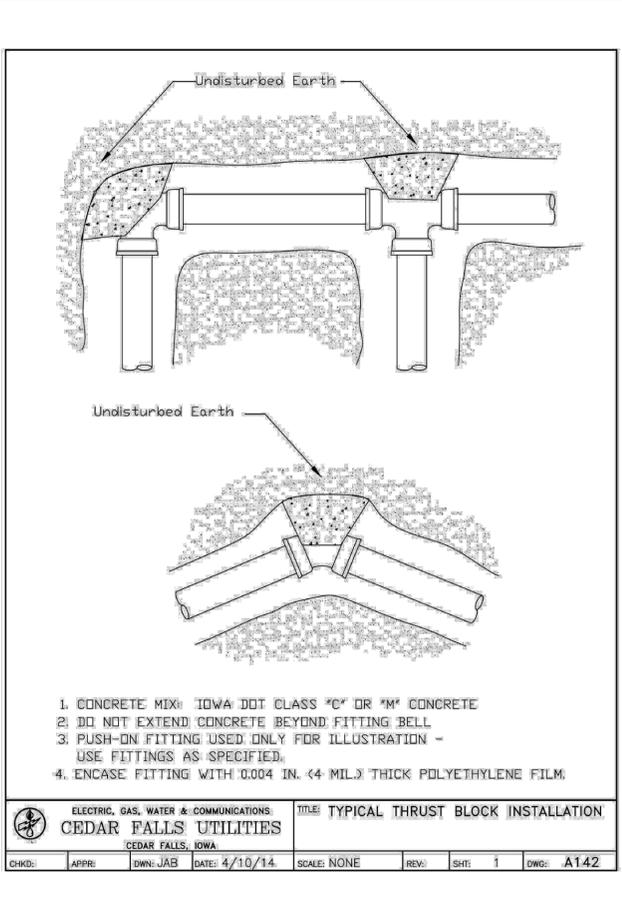
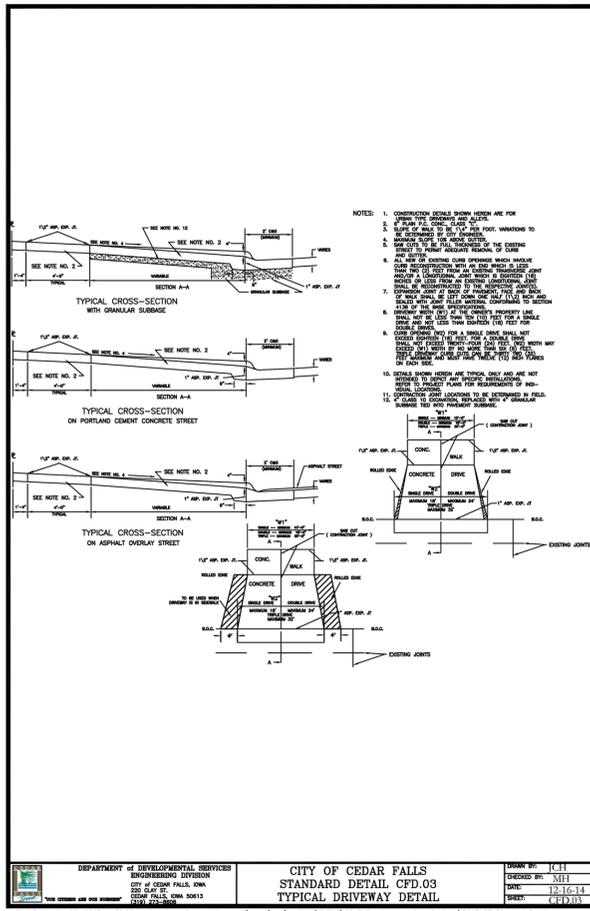
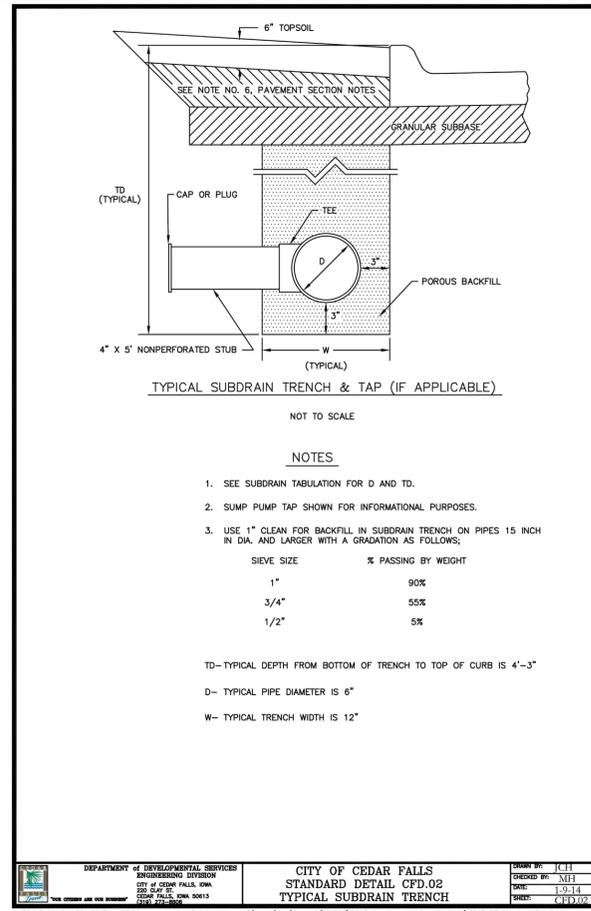
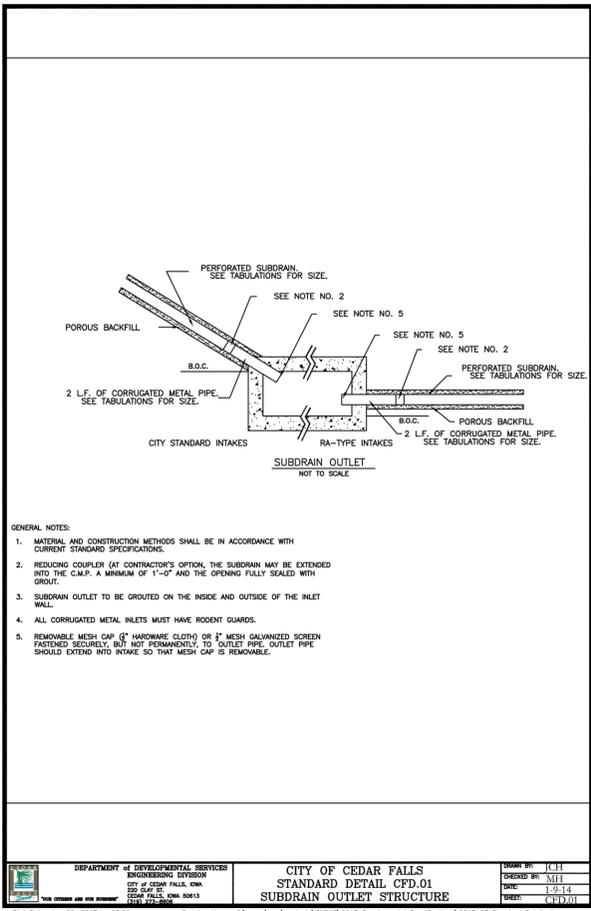
**TYPICAL SECTIONS & MISCELLANEOUS DETAILS**

**SNYDER & ASSOCIATES, INC.**

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com



Project No: 118.1174.08B  
Sheet B.1



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**NOTES:**

- COMPLETE ALL CONSTRUCTION IN ACCORDANCE WITH THE 2021 EDITION OF THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS (SUDAS) MANUAL AND THE CITY OF CEDAR FALLS' SUPPLEMENTAL SPECIFICATIONS. CONSTRUCTION AND MAINTENANCE TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS.
- THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE 2021 VERSION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS, 2021.
- CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATION DETAILS AND CEDAR FALLS UTILITY DETAILS HAVE BEEN PROVIDED FOR REFERENCE. REFER TO SUDAS 2021 FOR APPLICABLE DETAILS FOR THE CONSTRUCTION.

Project No: 118.1174.08B  
Sheet B.2

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
TYPICAL SECTIONS & MISCELLANEOUS DETAILS  
CEDAR FALLS, IOWA

5005 BOWLING STREET S.W.  
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319-362-9594 | www.snyder-associates.com

**SNYDER & ASSOCIATES**

Project No: 118.1174.08B  
Sheet B.2

ESTIMATED PROJECT QUANTITIES				
Item #	Item Code	Description	Unit	Estimated Quantity
1	2010-C	Clearing and Grubbing	LS	1
2	2010-D-1	Topsoil, On-site	CY	224,000
3	2010-E	Excavation, Class 10	CY	962,200
4	2010-E	Excavation, Class 10, Unsuitable or Unstable	CY	400
5	2010-G	Subgrade Preparation, 24"	SY	23,715
6	2010-I	Subbase, Modified, 12"	SY	23,715
7	2010-999-A	Temporary Granular Access Road	SY	4,622
8	2010-L	Compaction Testing	LS	1
9	3010-C	Trench Foundation	TON	186
10	3010-D	Replacement of Unsuitable Backfill Material	CY	325
11	3010-F	Trench Compaction Testing	LS	1
12	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"	LF	3,604
13	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 15"	LF	251
14	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"	LF	530
15	4010-C-1	Sanitary Sewer Force Main, Trenched, PVC, 1.5"	LF	905
16	4010-E	Sanitary Sewer Service Stub, PVC SDR 23.5, 6"	LF	771
17	4010-H	Removal of Sanitary Sewer, All Types and Sizes	LF	150
18	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	1,433
19	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	611
20	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	2,016
21	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	855
22	4020-A-1	Storm Sewer, Trenched, RCP, 36"	LF	1,495
23	4020-A-1	Storm Sewer, Trenched, RCP, 42"	LF	733
24	4020-A-1	Storm Sewer, Trenched, RCP, 48"	LF	195
25	4020-D	Removal of Storm Sewer, All Types and Sizes	LF	200
26	4030-B	Pipe Apron, RCP, 15"	EA	3
27	4030-B	Pipe Apron, RCP, 18"	EA	4
28	4030-B	Pipe Apron, RCP, 24"	EA	9
29	4030-B	Pipe Apron, RCP, 30"	EA	1
30	4030-B	Pipe Apron, RCP, 36"	EA	1
31	4030-B	Pipe Apron, RCP, 42"	EA	1
32	4030-B	Pipe Apron, RCP, 48"	EA	2
33	4040-A	Subdrain, Type 1, 6"	LF	10,085
34	4040-C	Subdrain Cleanout, Type A-1, 6"	EA	24
35	4040-D	Subdrain Outlets and Connections, CMP, 6"	EA	84
36	5010-A-1	Water Main, Trenched, 1"	LF	920
37	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	5,125
38	5010-D	Water Service Stub, DIP, 8"	EA	6
39	5020-A	Valve, Gate, 12"	EA	10
40	5020-C	Fire Hydrant Assembly	EA	21
41	6010-A	Manhole, SW-301, 48"	EA	8
42	6010-A	Manhole, SW-301, 60"	EA	5
43	6010-A	Manhole, SW-401, 48"	EA	4
44	6010-A	Manhole, SW-401, 60"	EA	1
45	6010-A	Manhole, SW-401, 72"	EA	5
46	6010-A	Manhole, SW-401, 84"	EA	1
47	6010-B	Intake, SW-501	EA	6
48	6010-B	Intake, SW-502, 48"	EA	1
49	6010-B	Intake, SW-502, 60"	EA	2
50	6010-B	Intake, SW-502, 84"	EA	1
51	6010-B	Intake, SW-502, 96"	EA	4
52	6010-B	Intake, SW-505	EA	16
53	6010-B	Intake, SW-506	EA	6
54	6010-B	Intake, SW-507	EA	1
55	6010-B	Intake, SW-508	EA	1
56	6010-B	Intake, SW-509	EA	2
57	6010-B	Intake, SW-510	EA	2
58	6010-B	Intake, SW-512, 24" DIA	EA	1
59	6010-B	Intake, SW-513, 3' x 3'	EA	2
60	6010-B	Intake, SW-513, 4' x 4'	EA	1
61	6010-B	Intake, SW-513, 5' x 5'	EA	1
62	6010-B	Intake, SW-513, 6' x 6'	EA	4
63	6010-G	Connection to Existing Intake	EA	1
64	6010-C-2	External Drop Connection	EA	1
65	SP-6010-I	Grinder Pump Station	LS	1
66	7010-A	Pavement, PCC, 9", W/ CD Baskets	SY	20,075
67	7020-B	Pavement, HMA, 6"	SY	110
68	7030-E	Sidewalk, PCC, 4"	SY	841
69	7030-E	Sidewalk, PCC, 5"	SY	225
70	7030-E	Sidewalk, PCC, 6"	SY	110
71	7030-G	Detectable Warnings	SF	180
72	7030-H-1	Driveway, Paved, PCC, 7"	SY	68
73	7030-H-2	Driveway, Granular	SY	1,074
74	7040-H	Pavement Removal, PCC	SY	184
75	7040-H	Pavement Removal, Sealcoat	SY	107
76	8020-B	Painted Pavement Markings, Solvent/Waterborne	STA	52
77	8030-A	Temporary Traffic Control	LS	1
78	SP-8940-A	Sign Panels	SF	127
79	SP-8940-B	Sign Posts	LF	198
80	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Turf Seed	ACRE	6.1
81	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Native Seed	ACRE	21.5
82	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Erosion Control	ACRE	163.8
83	9030-C	Landscaping	LS	1
84	9040-A-2	SWPPP Management	LS	1
85	9040-D-1	Filter Sock, 8"	LF	10,000
86	9040-D-2	Filter Sock, Removal	LF	10,000
87	9040-E-0	Temporary RECP, Type 2.C	SY	36,000
88	9040-J-0	Rip Rap, Class E	TON	245
89	9040-N-1	Silt Fence or Silt Fence Ditch Check	LF	40,000
90	9040-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	40,000
91	9040-Q-2	Erosion Control Mulching	ACRE	6.1
92	9040-T-1	Inlet Protection Device	EA	45
93	11,020-A	Mobilization	LS	1

ESTIMATE REFERENCE INFORMATION		
Note: All included work listed within the "Standard SUDAS Specifications" for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the "Standard SUDAS Specifications" listed for that Bid Item and are not necessarily added by Special Provision.		
ITEM NO.	ITEM CODE	ITEM
1	2010-C	<b>Clearing and Grubbing</b> Refer to F Sheets for locations. This item includes all clearing and grubbing necessary to complete construction including trees / shrubs not indicated on the plans within the project limits. No unit price adjustment will be made.
2	2010-D-1	<b>Topsoil, On-site</b> Quantity estimated based on stripping, salvaging, and spreading of topsoil within the project limits. Contactor shall strip a minimum of 8" and respread a minimum of 6". Topsoil determined to be unsuitable, including topsoil containing live vegetation, shall be removed from the site and properly disposed of, and is incidental to this item. Refer to the geotechnical report for additional information.
3	2010-E	<b>Excavation, Class 10</b> No measurement will be made for this item. Payment will be based on the plan quantity. The estimated project quantity includes 938,200 CY of cut and 962,200 CY of fill. This analysis includes a direct comparison between existing surface and proposed surface with a shrinkage factor of 1.25. Accommodations for pavement, subbase and utilities were not included and is anticipated to generate more cut/less fill necessary. Any waste on the project should be used to pad lots further out than the plans indicate. All suitable soil must remain on site. This item is to include removal and legal disposal of any waste materials encountered during construction unsuitable for incorporation into the project. There will be no additional compensation for overhaul of excavated materials. Removal of existing granular dead end culdesacs shall be considered incidental to this bid item. Contractor shall control dust spreading from work and staging areas at all times. Dust control shall be in accordance with applicable specifications. Dust control shall be considered incidental to this bid item. Refer to the geotechnical report for additional information. Per the geotechnical report, the amount and rate of groundwater seepage encountered may vary substantially. Conventional sump pit and pump systems are anticipated to be sufficient to remove groundwater in areas of clay soils for the project, but more extensive groundwater control systems, such as a series of sump pits and pumps or wells, could be required to control ground water levels in areas of granular soils. Refer to geotechnical recommendations for pre-draining of the site. Methods to control groundwater levels encountered during construction shall be considered incidental to this bid item.
4	2010-E	<b>Excavation, Class 10, Unsuitable or Unstable</b> This item is to be used if poor subsurface conditions are encountered only upon approval by the Engineer. Estimated quantity is based on 1' of below grade excavation for approximately 5% of the subgrade preparation area. Modified subbase backfill material shall be used to replace unsuitable or unstable materials. There will be no additional compensation for overhaul of excavated materials. This bid item shall also include installation of geogrid fabric. Geogrid material shall be Type 1 per Section 2010, 2.04.C.5. Geogrid material, installation and labor shall be considered incidental to this bid item.
5	2010-G	<b>Subgrade Preparation, 24"</b> Notify the Engineer one week prior to when subgrade preparation is planned. Prior to completing the subgrade preparation and following the pavement removal, an unclassified excavation meeting onsite with the Engineer will be held to review the subgrade condition. Refer to the B Sheets for typical section information. This bid item is intended for preparation beneath roadway pavement areas only. Per Sudas, this item will include measurement and payment for subgrade preparation performed up to 2' on each side of the pavement. Subgrade preparation beyond 2' from edge of pavement needed for contractor operations shall not be measured or paid and shall be incidental to this bid item.
6	2010-I	<b>Subbase, Modified, 12"</b> Placement of modified subbase beneath all locations where PCC street pavement (9") is installed. Per Sudas, this item will include measurement and payment for subbase installed out to 2' on each side of the pavement. Subbase installed beyond 2' from edge of pavement needed for contractor operations shall not be measured or paid and shall be incidental to this bid item. Modified subbase shall be placed overtop of exposed subgrade within 24-hours of the completion of subgrade preparation or determination from the Engineer that subgrade preparation is not necessary. Failure to place the modified subbase within the specified time period shall result in justification for no additional payment related to additional subgrade treatments being necessary due to exposure to rain or other environmental elements. Recycled modified subbase shall be allowed as an alternate from an approved source and gradation report.
7	2010-999-A	<b>Temporary Granular Access Road</b> This item is intended for the temporary access road adjoining Viking Road as shown on the plans. Temporary Access road shall consist of a 4" thick layer of Class A Roadstone on top of a 5" thick layer of Macadam Stone, on top of 24" of subgrade preparation per the details on sheet B.1. Temporary access road shall be 31' wide as shown on the plans. This item includes subgrade preparation and installation of both layers of Class A Roadstone and Macadam Stone and will be measured in square yards. Macadam Stone shall be placed overtop of exposed subgrade within 24-hours of the completion of subgrade preparation or determination from the Engineer that subgrade preparation is not necessary. Failure to place the stone within the specified time period shall result in justification for no additional payment related to additional subgrade treatments being necessary due to exposure to rain or other environmental elements. Temporary access road shall be constructed to allow access for another contractor who will be working on Lot 8 by August 15. The temporary access road shall only be used by the Lot 8 contractor, and the contractor for this project shall continue to only access the site from Technology Parkway and Venture Way. The Lot 8 contractor will utilize the temporary access road until such time that he infrastructure and paving is installed and ready for use along Venture Way. The contractor for this project is responsible for the removal of this access road at the end of construction. Removal of the access road and temporary pipes, and backfill with soil and organics and seeding of the temporary access road shall be considered incidental to this bid item.
8	2010-L	<b>Compaction Testing</b> The Contractor will be responsible for providing compaction testing, performed by an independent testing laboratory hired by the Contractor. The Contractor will be responsible for payments associated with all retesting resulting from failure of initial tests. This includes testing of the subgrade and the subbase.
9	3010-C	<b>Trench Foundation</b> Estimated quantity based on stabilization material required to replace material removed by over excavation. Measurement will be based on the scale tickets for the material delivered and incorporated into the project. Item shall only be used upon approval by the Engineer. Failure to obtain Engineer approval will result in non-payment for the requested quantity. Trench foundation required to correct unauthorized over-excavation will not be measured. This work includes, but is not limited to, removal and disposal of over-excavated material required to stabilize trench foundation, and furnishing, hauling, and placing stabilization material. The assumed quantity includes 20% of the new sanitary pipe having foundation material 5' wide and 8" deep assuming a material density of 127 lbs/cf.
10	3010-D	<b>Replacement of Unsuitable Backfill Material</b> Item shall only be used upon approval by the Engineer. Failure to obtain Engineer approval will result in non-payment for the requested quantity. Estimated quantity includes a 2-foot thick unsuitable materials layer throughout 20% of the new sanitary pipe for a 5-foot wide area.

ESTIMATE REFERENCE INFORMATION		
Note: All included work listed within the "Standard SUDAS Specifications" for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the "Standard SUDAS Specifications" listed for that Bid Item and are not necessarily added by Special Provision.		
11	3010-F	<b>Trench Compaction Testing</b> The Contractor will be responsible for providing trench compaction testing, performed by an independent testing laboratory hired by the Contractor. The Contractor will be responsible for payments associated with all retesting resulting from failure of initial tests.
12	4010-A-1	<b>Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"</b> Refer to MSA Sheets for locations. Item shall be measured along the centerline of pipe from center of manhole to center of manhole. Clean, inspect, and test sanitary sewer per SUDAS Specification Section 4060 (this work is included with this item). Flexible pipe bedding shall comply with Bedding Class F-3 per SUDAS Figure 3010.103.
13	4010-A-1	<b>Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 15"</b> Same as previous item.
14	4010-A-1	<b>Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"</b> Same as previous item.
15	4010-C-1	<b>Sanitary Sewer Force Main, Trenched, PVC, 1.5"</b> Refer to MSA Sheets for locations. Pipe material shall comply with water service pipe specifications in SUDAS Section 5010. Estimated quantity is based on servicing private property in northwest corner of site.
16	4010-E	<b>Sanitary Sewer Service Stub, PVC SDR 23.5, 6"</b> Refer to MSA Sheets for locations. Sanitary sewer service stub shall extend to 10' beyond the Right-of-Way line.
17	4010-H	<b>Removal of Sanitary Sewer, All Types and Sizes</b> Refer to F Sheets for locations. Any sawcutting necessary for removal is incidental to this item.
18	4020-A-1	<b>Storm Sewer, Trenched, RCP, 15"</b> Refer to M Sheets for locations. Engineering fabric is required for pipe joint wrapping and is incidental to this item. Rigid pipe bedding shall comply with Bedding Class R-2 per SUDAS Figure 3010.102.
19	4020-A-1	<b>Storm Sewer, Trenched, RCP, 18"</b> Same as previous item.
20	4020-A-1	<b>Storm Sewer, Trenched, RCP, 24"</b> Same as previous item.
21	4020-A-1	<b>Storm Sewer, Trenched, RCP, 30"</b> Same as previous item.
22	4020-A-1	<b>Storm Sewer, Trenched, RCP, 36"</b> Same as previous item.
23	4020-A-1	<b>Storm Sewer, Trenched, RCP, 42"</b> Same as previous item.
24	4020-A-1	<b>Storm Sewer, Trenched, RCP, 48"</b> Same as previous item.
25	4020-D	<b>Removal of Storm Sewer, All Types and Sizes</b> Refer to F Sheets for locations. Any sawcutting necessary for pipe removal and the removal of aprons and associated footings shall be considered incidental to this item. Pipe plugs and the installation of pipe plugs within intakes after pipe removal is complete shall also be considered incidental to this item.
26	4030-B	<b>Pipe Apron, RCP, 15"</b> Refer to M Sheets for locations. Concrete Footings shall be installed at the ends of Aprons per SUDAS 4030.221 and shall be considered incidental. Installation and removal of temporary sedimentation risers at the outlets of the three wet pond basins as shown in the details on the R sheets shall be considered incidental to this bid item.
27	4030-B	<b>Pipe Apron, RCP, 18"</b> Same as previous item.
28	4030-B	<b>Pipe Apron, RCP, 24"</b> Same as previous item.
29	4030-B	<b>Pipe Apron, RCP, 30"</b> Same as previous item.
30	4030-B	<b>Pipe Apron, RCP, 36"</b> Same as previous item.
31	4030-B	<b>Pipe Apron, RCP, 42"</b> Same as previous item.
32	4030-B	<b>Pipe Apron, RCP, 48"</b> Same as previous item.
33	4040-A	<b>Subdrain, Type 1, 6"</b> Refer to M Sheets for locations. Each type and size of pipe installed will be measured in linear feet from end of pipe to end of pipe along the centerline of pipe, exclusive of outlets and connections, which is included in the 4040-D item. Any deflections, elbows, tees, or other necessary fittings will be incidental to the length of pipe measured. No engineering fabric shall be used in the subdrain trench. All subdrain should be installed to include a minimum of 0.5% positive drainage to ultimately convey water to a storm intake with an outlet. Contractor to protect subdrain and replace any subdrain that is damaged during the installation of subbase or during construction.
34	4040-C	<b>Subdrain Cleanout, Type A-1, 6"</b> Refer to M Sheets for locations. The unit price includes: pipe, wyes, fittings, casting, and furnishing/placement of bedding and backfill material. If cleanout locations are field modified, no cleanouts shall be located in street pavement.
35	4040-D	<b>Subdrain Outlets and Connections, CMP, 6"</b> Refer to M Sheets for locations. See City of Cedar Falls detail CFD.01 on Sheet B.01 for more information on subdrain outlets and connections.
36	5010-A-1	<b>Water Main, Trenched, 1"</b> Refer to MWM Sheets for locations. Estimated quantity is based on servicing private property in northwest corner of site.
37	5010-A-1	<b>Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)</b> Refer to MWM Sheets for locations. Pressure pipe bedding shall comply with Bedding Class P-2 per SUDAS Figure 3010.104. Pressure testing shall be performed at 150 psi (minimum). Disinfection shall be performed by the Contractor, and is incidental to this item. All fittings necessary for installation of the water main system shall be considered incidental to this bid item.
38	5010-D	<b>Water Service Stub, DIP, 8"</b> Refer to MWM Sheets for locations. Each type and size of water service from the water main to the stop box will be counted. Water services shall be extended into the lots 10' beyond the ROW. Water service stubs are for water services crossing under the roadway pavement. Same side water services will not be installed as part of this project and will be installed at the time of lot development.
39	5020-A	<b>Valve, Gate, 12"</b> Same as previous item.
40	5020-C	<b>Fire Hydrant Assembly</b> Refer to MWM Sheets for locations. Location stations shown in the plans are approximate. Final location should be field determined.

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

QUANTITIES, ESTIMATE REFERENCE, AND TABULATIONS CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 118.1174.08B

Sheet C.1

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com

Sheet C.1  
Project No: 118.1174.08B

MARK  
Engineer: KRN  
Checked By: KJS  
REVISION  
Scale: 1" =  
DATE  
T-R-S: 89N-14W-34  
Date: 11-05-2021

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ESTIMATE REFERENCE INFORMATION

Note: All included work listed within the "Standard SUDAS Specifications" for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the "Standard SUDAS Specifications" listed for that Bid Item and are not necessarily added by Special Provision.

Table with 3 columns: ITEM NO., ITEM CODE, ITEM. Contains 70 rows of construction items including Manhole, Intake, Pavement, and Sidewalk specifications.

ESTIMATE REFERENCE INFORMATION

Note: All included work listed within the "Standard SUDAS Specifications" for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the "Standard SUDAS Specifications" listed for that Bid Item and are not necessarily added by Special Provision.

Table with 3 columns: ITEM NO., ITEM CODE, ITEM. Contains 13 rows of construction items including Detectable Warnings, Driveway, Pavement Removal, Seeding, and Landscaping.

ESTIMATE REFERENCE INFORMATION

Note: All included work listed within the "Standard SUDAS Specifications" for each bid item shall apply. If additional work items are listed in the Estimate Reference Information, they shall be added to the work already included in the "Standard SUDAS Specifications" listed for that Bid Item and are not necessarily added by Special Provision.

Table with 3 columns: ITEM NO., ITEM CODE, ITEM. Contains 10 rows of construction items including SWPPP Management, Filter Sock, Temporary RECP, Rip Rap, Silt Fence, and Erosion Control Mulching.

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CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

QUANTITIES, ESTIMATE REFERENCE, AND TABULATIONS CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC. |



Project No: 118.1174.08B

Sheet C.2

MARK

REVISION

BY

Checked By: KJS

Date: 11-05-2021

Scale: 1" =

Engineer: KRN

Technician: PCK

T-R-S: 88N-14W-34

Project No: 118.1174.08B

Sheet C.2

5005 BOWLING STREET S.W.

CEDAR RAPIDS, IOWA 52404

319-362-9594 | www.snyder-associates.com

STORM SEWER STRUCTURE TABLE

Table with 7 columns: STRUCTURE NAME, STATION, OFFSET, RIM/TC EL, STRUCTURE TYPE, INVERTS IN, INVERTS OUT. Rows include APR-202, APR-205, ST-001, ST-002, ST-003, ST-004, ST-011, ST-012, ST-012A, ST-015, ST-016, ST-017, ST-018, ST-018A, ST-019, ST-020, ST-021, ST-022, ST-023, ST-024, ST-101.

STORM SEWER STRUCTURE TABLE

Table with 7 columns: STRUCTURE NAME, STATION, OFFSET, RIM/TC EL, STRUCTURE TYPE, INVERTS IN, INVERTS OUT. Rows include ST-102, ST-103, ST-104, ST-105, ST-106, ST-107, ST-108, ST-109, ST-110, ST-111, ST-112, ST-112A, ST-113, ST-114, ST-115, ST-116, ST-117, ST-118, ST-122, ST-123, ST-124.

STORM SEWER STRUCTURE TABLE

Table with 7 columns: STRUCTURE NAME, STATION, OFFSET, RIM/TC EL, STRUCTURE TYPE, INVERTS IN, INVERTS OUT. Rows include ST-125, ST-127, ST-128, ST-129, ST-130, ST-150, ST-151, ST-160, ST-161, ST-162, ST-201, ST-202, ST-203, ST-204, ST-301, ST-302, ST-302A, ST-303, ST-304, ST-305, ST-306.

STORM PIPE TABLE

Table with 9 columns: PIPE NAME, PIPE TYPE, SIZE (IN.), FROM, TO, LENGTH (FT), START INV, END INV, SLOPE. Rows include STP-001, STP-002, STP-003, STP-004, STP-005, STP-011, STP-012, STP-013, STP-013A, STP-015, STP-016, STP-017, STP-018, STP-019, STP-020, STP-020A, STP-021, STP-022, STP-023, STP-024, STP-025, STP-026, STP-027, STP-101, STP-102, STP-103, STP-104.

STORM PIPE TABLE

Table with 9 columns: PIPE NAME, PIPE TYPE, SIZE (IN.), FROM, TO, LENGTH (FT), START INV, END INV, SLOPE. Rows include STP-105, STP-106, STP-107, STP-108, STP-109, STP-110, STP-111, STP-112, STP-112A, STP-113, STP-113A, STP-114, STP-115, STP-116, STP-116A, STP-117, STP-118, STP-119, STP-120, STP-121, STP-122, STP-124, STP-125, STP-126, STP-127, STP-128, STP-129.

STORM PIPE TABLE

Table with 9 columns: PIPE NAME, PIPE TYPE, SIZE (IN.), FROM, TO, LENGTH (FT), START INV, END INV, SLOPE. Rows include STP-130, STP-131, STP-133, STP-134, STP-135, STP-136, STP-137, STP-139, STP-140, STP-141, STP-150, STP-151, STP-152, STP-201, STP-202, STP-203, STP-204, STP-205, STP-205A, STP-300, STP-301A, STP-302, STP-303, STP-304, STP-304A, STP-305.

INSTALL 50LF OF DUAL 18" RCP UNDERNEATH TEMPORARY ACCESS ROAD AS SHOWN IN THE PLANS. INSTALLATION AND MEASUREMENT SHALL BE PAID UNDER STORM SEWER BID ITEM. REMOVAL OF TEMPORARY PIPES SHALL BE CONSIDERED INCIDENTAL TO THE TEMPORARY ACCESS ROAD.

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

C-3

CEDAR FALLS, IOWA

SNYDER & ASSOCIATES, INC.



Project No: 118.1174.08B

Sheet C.3

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MARKED BY: KJS  
Engineer: KRN  
Technician: PCK  
Checked By: KJS  
Date: 11-05-2021  
Scale: 1" = 20'  
T-R-S: 88N-14W-34  
Project No: 118.1174.08B

Sheet C.3

FLARED END SECTION TABLE					
STRUCTURE NAME	STATION	OFFSET	STRUCTURE TYPE	INVERTS IN	INVERTS OUT
APR-003	210+96.24	-47.07L	24"	971.25	
APR-018	208+21.07	-46.98L	24"	971.00	
APR-020A	208+20.08	111.11R	48"		960.00
APR-023	36+49.94	84.44R	30"		960.00
APR-025	36+86.53	239.30R	24"		960.00
APR-026	38+70.42	86.91R	18"	960.00	
APR-101	221+50.50	47.55R	15"	972.94	
APR-104	224+89.85	47.27R	15"	969.38	
APR-109	140+66.49	47.51R	15"	962.00	
APR-114	137+98.43	47.34R	24"	962.00	
APR-127	233+90.40	45.26R	24"	954.00	
APR-130	235+88.23	-305.62L	48"		937.00
APR-131	236+23.19	177.02R	18"	961.50	
APR-133	132+05.33	-976.37L	18"	937.00	
APR-136	132+03.32	-1106.34L	30"		936.09
APR-137	131+91.08	-1106.37L	30"		936.09
APR-139	132+17.07	-1061.76L	24"	938.00	
APR-140	131+77.14	-1061.83L	24"	938.00	
APR-150	222+78.47	-47.20L	18"	971.30	
APR-201	16+14.65	-751.41L	36"		959.00
APR-202	16+05.03	-782.25L	24"	959.00	
APR-205	16+27.26	-1724.47L	24"		957.04
APR-305	129+00.96	-729.28L	42"		937.00

\*SEE NOTE  
\*SEE NOTE

APR-136 & 137 SHALL ARE SHOWN FOR REFERENCE AND SHALL BE INSTALLED WITH THE END OF A NORMAL PIPE BARREL WITH NO APRON OR FOOTING. THESE PIPES SHALL BE EXTENDED WITH 2023 VIKING ROAD IMPROVEMENTS.

WATER SERVICE TABLE					
LOT	STATION	MAIN SIZE	SERVICE SIZE	LENGTH	NOTES
1					FUTURE
2					FUTURE
3					FUTURE
4					FUTURE
5					FUTURE
6					FUTURE
7					FUTURE
8	128+46.58	12	8	112	
9					FUTURE
10					FUTURE
11					FUTURE
12					FUTURE
13					FUTURE
14	226+91.96	12	8	68	
15	223+29.08	12	8	68	
16	219+90.58	12	8	68	
17	216+04.08	12	8	68	
18	212+10.36	12	8	68	
NW PROP	128+82.19	12	1	920	SEE PLANS

SUBDRAIN TABLE												
LINE NO.	ROAD	STATION TO STATION		SIDE	FROM	TO	SIZE	LENGTH	TC ELEV START	TC ELEV END	OVERALL SLOPE %	NOTES
1	INNOV	205+90	206+00	LEFT	CAP	ST-015	6	10.0	979.14	978.82	3.20%	CAP END
2	INNOV	205+90	206+00	RIGHT	CAP	ST-016	6	10.0	979.14	978.82	3.20%	CAP END
3	INNOV	206+00	208+21.07	LEFT	ST-017	ST-017	6	221.1	978.82	974.01	2.18%	
4	INNOV	206+00	208+21.07	RIGHT	ST-016	ST-018	6	221.1	978.82	974.01	2.18%	
5	INNOV/TECH	INTERSECTION		SW	ST-012	ST-017	6	209.4	978.12	974.01	1.96%	
6	INNOV/TECH	INTERSECTION		NW	ST-011	ST-003	6	202.8	978.12	974.22	1.92%	
7	INNOV/TECH	INTERSECTION		SE	CLEANOUT	ST-018	6	87.2	974.7	974.01	0.79%	
8	TECH	209+07.09	36+50	RIGHT	CLEANOUT	ST-020	6	321.4	974.7	968.83	1.83%	
9	TECH	210+15.48	36+50	LEFT	CLEANOUT	ST-019	6	320.0	974.79	968.83	1.86%	
10	TECH	36+50.00	38+60.00	RIGHT	ST-020	EXISTING	6	209.0	968.83	964.88	1.89%	VERIFY EL
11	TECH	36+50.00	38+60.00	LEFT	ST-019	EXISTING	6	209.0	968.83	964.82	1.92%	VERIFY EL
12	INNOV/TECH	INTERSECTION		NE	CLEANOUT	ST-004	6	85.6	974.79	974.22	0.67%	
13	INNOV	214+00.00	211+00.00	LEFT	ST-001	ST-003	6	300.0	976.97	974.22	0.92%	
14	INNOV	214+00.00	211+00.00	RIGHT	ST-002	ST-004	6	300.0	976.97	974.22	0.92%	
15	INNOV	217+48.10	214+00.00	LEFT	CLEANOUT	ST-001	6	348.8	980.22	976.97	0.93%	
16	INNOV	217+48.10	214+00.00	RIGHT	CLEANOUT	ST-002	6	348.8	980.22	976.97	0.93%	
17	INNOV	217+48.10	221+65.00	LEFT	CLEANOUT	ST-101	6	416.2	980.22	976.13	0.98%	
18	INNOV	217+48.10	221+65.00	RIGHT	CLEANOUT	ST-102	6	416.2	980.22	976.13	0.98%	
19	INNOV	221+65.00	222+87.50	LEFT	ST-101	ST-150	6	122.5	976.13	974.84	1.05%	
20	INNOV	221+65.00	222+87.50	RIGHT	ST-102	ST-151	6	122.5	976.13	974.84	1.05%	
21	INNOV	222+87.50	225+00.00	LEFT	ST-150	ST-103	6	212.5	974.84	972.62	1.04%	
22	INNOV	222+87.50	225+00.00	RIGHT	ST-151	ST-104	6	212.5	974.84	972.62	1.04%	
23	INNOV	225+00.00	227+67.84	LEFT	ST-103	ST-105	6	267.8	972.62	968.98	1.36%	
24	INNOV	225+00.00	227+67.84	RIGHT	ST-104	ST-106	6	267.8	972.62	968.98	1.36%	
25	INNOV/VENT	INTERSECTION		SW	ST-105	ST-112	6	184.6	968.98	965.76	1.74%	
26	INNOV/VENT	INTERSECTION		SE	ST-106	ST-108	6	203.1	968.98	965.46	1.73%	
27	VENT	229+17.84	140+66.87	LEFT	CLEANOUT	ST-107	6	89.2	966.2	965.46	0.83%	
28	VENT	143+35.98	140+66.87	LEFT	CLEANOUT	ST-107	6	269.1	969.28	965.46	1.42%	
29	VENT	143+00.00	140+66.87	RIGHT	CLEANOUT	ST-108	6	233.1	969.14	965.46	1.58%	
30	VENT	143+35.98	144+75.00	LEFT	CLEANOUT	EXISTING	6	136.8	969.28	968.27	0.74%	VERIFY EL

SUBDRAIN TABLE												
LINE NO.	ROAD	STATION TO STATION		SIDE	FROM	TO	SIZE	LENGTH	TC ELEV START	TC ELEV END	OVERALL SLOPE %	NOTES
31	VENT	143+00.00	144+75.00	RIGHT	CLEANOUT	EXISTING	6	175.0	969.14	968.27	0.50%	VERIFY EL
32	VENT	128+06.60	128+70.00	LEFT	CLEANOUT	ST-304	6	96.5	971.59	970.26	1.38%	
33	VENT	128+06.60	128+70.00	RIGHT	CLEANOUT	ST-303	6	96.5	971.59	970.26	1.38%	
34	VENT	130+75.00	128+70.00	LEFT	ST-301	ST-304	6	216.0	972.59	970.26	1.08%	
35	VENT	130+75.00	128+70.00	RIGHT	ST-302	ST-303	6	216.0	972.59	970.26	1.08%	
36	VENT	132+25.00	130+75.00	LEFT	CLEANOUT	ST-301	6	150.0	973.57	972.59	0.65%	
37	VENT	132+25.00	130+75.00	RIGHT	CLEANOUT	ST-302	6	150.0	973.57	972.59	0.65%	
38	VENT	132+25.00	134+75.00	LEFT	CLEANOUT	ST-161	6	250.0	973.57	970.26	1.32%	
39	VENT	132+25.00	134+75.00	RIGHT	CLEANOUT	ST-162	6	250.0	973.57	970.26	1.32%	
40	VENT	134+75.00	136+75.00	LEFT	ST-161	ST-109	6	200.0	970.26	967.1	1.58%	
41	VENT	134+75.00	136+75.00	RIGHT	ST-162	ST-110	6	200.0	970.26	967.1	1.58%	
42	VENT	136+75.00	137+97.99	LEFT	ST-109	ST-111	6	123.0	967.1	965.76	1.09%	
43	VENT	136+75.00	137+97.99	RIGHT	ST-110	ST-112	6	123.0	967.1	965.76	1.09%	
44	VENT	229+22.69	137+97.99	LEFT	CLEANOUT	ST-111	6	74.7	967.1	966.09	1.35%	
45	INNOV/VENT	INTERSECTION		NW	CLEANOUT	ST-113	6	142.3	967.1	964.04	2.15%	
46	INNOV/VENT	INTERSECTION		NE	CLEANOUT	ST-114	6	143.6	966.2	964.04	1.50%	
47	INNOV	230+50.00	231+75.00	LEFT	ST-113	ST-115	6	125.0	964.04	961.86	1.74%	
48	INNOV	230+50.00	231+75.00	RIGHT	ST-114	ST-116	6	125.0	964.04	961.86	1.74%	
49	INNOV	231+75.00	232+85.00	LEFT	ST-115	ST-117	6	110.0	961.86	959.94	1.75%	
50	INNOV	231+75.00	232+85.00	RIGHT	ST-116	ST-118	6	110.0	961.86	959.94	1.75%	
51	INNOV	232+85.00	233+90.00	LEFT	ST-117	ST-124	6	105.0	959.94	958.57	1.30%	
52	INNOV	232+85.00	233+90.00	RIGHT	ST-118	ST-123	6	105.0	959.94	958.57	1.30%	
53	INNOV	234+10.00	233+90.00	LEFT	CAP	ST-124	6	20.0	958.61	958.57	0.20%	CAP END
54	INNOV	234+10.00	233+90.00	RIGHT	CAP	ST-123	6	20.0	958.61	958.57	0.20%	CAP END
55	DEV	500+71.33	501+51.33	LEFT	CLEANOUT	EXISTING	6	100.0	963.87	963.20	0.84%	VERIFY EL
56	DEV	500+71.33	501+51.33	RIGHT	CLEANOUT	EXISTING	6	100.0	963.87	963.20	0.84%	VERIFY EL

SEE SUDAS DETAIL 4040.231, TYPE 1, CASE B, FOR TYPICAL INSTALLATION. SUBDRAIN FLOWLINE SHALL BE INSTALLED 4' BELOW TOP OF CURB. WHEN CONNECTING TO EXISTING TILES, FIELD VERIFY DEPTH AND PROVIDE MINIMUM 0.5% SLOPE.

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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**CEDAR FALLS, IOWA**

**C.4**

**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B

Sheet C.4

Sheet C.4

Project No: 118.1174.08B

SANITARY SEWER SERVICES TABLE														
LOT	STATION	MAIN		SERVICE									NOTES	
		INV EL	SIZE	INV EL (@MAIN)	SIZE (IN)	LENGTH (FT)	SLOPE %	INV EL (@13')	INV EL (@ROW)	RISER SLOPE %	INV EL (@ END)	FINISH GRADE		DEPTH
1	141+08.74		12	959.65	6	43.0	1				960.08	965.83	5.75	TYPE 1
2	137+68.13	959.58	12	960.16	6	43.0	1				960.59	966.12	5.53	TYPE 1
3	135+95.10	959.96	12	960.54	6	43.0	1				960.97	968.56	7.59	TYPE 1
4	133+95.10	960.51	12	961.09	6	43.0	1				961.52	971.72	10.20	TYPE 1
5	131+95.10	961.05	12	961.63	6	43.0	1				962.06	973.63	11.57	TYPE 1
6	130+37.05	961.39	12	961.97	6	43.0	1				962.40	972.76	10.36	TYPE 1
7	128+61.58	961.88	MH	961.88	6	81.7	1				962.70	971.46	8.76	TYPE 1
8	128+61.58	961.88	MH	961.88	6	87.0	1				962.75	970.89	8.14	TYPE 1
9														FUTURE
10														FUTURE
11	213+80.11	955.51	12	956.09	6	43.0	1	956.22	964.02	38.98%	964.12	976.12	12.00	TYPE 2
12	220+76.89	957.14	12	957.72	6	43.0	1	957.85	964.3	32.23%	964.40	976.4	12.00	TYPE 2
13	225+72.63	958.43	12	959.01	6	43.0	1	959.14	960.16	5.08%	960.26	972.26	12.00	TYPE 2
14	226+76.96	958.66	12	959.24	6	43.0	1				959.67	970.92	11.25	TYPE 1
15	223+48.08	957.84	12	958.42	6	43.0	1	958.55	962.46	19.53%	962.56	974.56	12.00	TYPE 2
16	220+05.58	956.99	12	957.57	6	43.0	1	957.70	966.05	41.73%	966.15	978.15	12.00	TYPE 2
17	216+19.08	956.04	12	956.62	6	43.0	1	956.75	967.41	53.28%	967.51	979.51	12.00	TYPE 2
18	211+95.36	955.00	12	955.58	6	43.0	1	955.71	963.18	37.33%	963.28	975.28	12.00	TYPE 2
LIFT	128+61.58	963.28	MH	963.28	1.5	SEE PLANS								

SANITARY SEWER STRUCTURE TABLE							
STRUCTURE NAME	STATION	OFFSET	RIM/TC EL	STRUCTURE TYPE	INVERTS IN	INVERTS OUT	DEPTH
SA-1	205+75.00	0.00	979.49	SW-301 (48" DIA)	S = 965.27	N = 965.17	14.32
SA-2	209+62.08	0.00	975.39	SW-301 (60" DIA)	N = 954.49 W = 954.49 S = 959.36	E = 954.39	21.00
SA-3	213+48.43	0.00	976.31	SW-301 (60" DIA)	N = 955.44	S = 955.34	20.97
SA-4	217+24.79	0.00	980.01	SW-301 (60" DIA)	N = 956.37	S = 956.27	23.74
SA-5	221+21.14	0.00	976.44	SW-301 (60" DIA)	N = 957.34	S = 957.24	19.20
SA-6	225+17.49	0.00	972.29	SW-301 (48" DIA)	N = 958.31	S = 958.21	14.08
SA-7	228+93.84	0.00	966.63	SW-301 (48" DIA)	W = 959.24 E = 959.24	S = 959.14	7.53
SA-8	30+65.59	0.00	980.35	SW-301 (48" DIA)	W = 957.82	E = 957.72	22.62
SA-9	35+80.93	0.00	970.12	SW-301 (60" DIA)	W = 953.70	E = 953.60	16.52
SA-10	128+61.58	0.00	971.03	SW-301 (48" DIA)	N = 963.28 S = 961.88 NW = 961.88	E = 961.78	9.25
SA-11	132+25.00	0.00	973.42	SW-301 (48" DIA)	W = 960.98	E = 960.88	12.54
SA-12	135+75.00	0.00	968.53	SW-301 (48" DIA)	W = 960.11	E = 960.01	8.53
SA-13	141+23.99	0.00	965.68	SW-301 (48" DIA)		W = 959.68	6.00

SANITARY PIPE TABLE								
PIPE NAME	PIPE TYPE	SIZE (IN.)	FROM	TO	LENGTH (FT)	START INV	END INV	SLOPE
SAP-1	PVC	12	SA-1	SA-2	387	965.17	959.36	1.50%
SAP-2	PVC	15	SA-8	SA-2	251	957.72	954.49	1.29%
SAP-3	PVC	21	SA-2	SA-9	264	954.39	953.70	0.26%
SAP-4	PVC	21	SA-9		266	953.60	952.91	0.26%
SAP-5	PVC	12	SA-3	SA-2	386	955.34	954.49	0.22%
SAP-6	PVC	12	SA-4	SA-3	376	956.27	955.44	0.22%
SAP-7	PVC	12	SA-5	SA-4	396	957.24	956.37	0.22%
SAP-8	PVC	12	SA-6	SA-5	396	958.21	957.34	0.22%
SAP-9	PVC	12	SA-7	SA-6	376	959.14	958.31	0.22%
SAP-10	PVC	12	SA-12	SA-7	349	960.01	959.24	0.22%
SAP-11	PVC	12	SA-11	SA-12	350	960.88	960.11	0.22%
SAP-12	PVC	12	SA-10	SA-11	363	961.78	960.98	0.22%
SAP-13	PVC	12	SA-13	SA-7	200	959.68	959.24	0.22%
SAP-14	PVC	12		SA-1	25	966.02	965.27	3.00%
SAP-15	PVC	15		SA-8	30	958.21	957.82	1.30%

TABULATION OF SIGNS								
SIGN DESIGNATOR	MUTCD	STATION	OFFSET	DIRECTION	SIZE	SIGN AREA (SQ FT)	POST LENGTH (LF)	REMARKS
1A	R1-1	138+86.20	41.11	EB	30" x 30"	6.25	11	STOP
1A	R1-1	139+61.79	41.11	WB	30" x 30"	6.25	11	STOP
1A	R1-1	209+24.28	41.11	NB	30" x 30"	6.25	11	STOP
1A	R1-1	209+99.88	41.11	SB	30" x 30"	6.25	11	STOP
1B	D-3	209+99.88	41.11		*42" x 8"	4.67		TECHNOLOGY PKWY
1B	D-3	209+99.88	41.11		*42" x 8"	4.67		INNOVATION DR
1B	D-3	229+33.11	39.27		*42" x 8"	4.67	11	VENTURE WAY
1B	D-3	229+33.11	39.27		*42" x 8"	4.67		INNOVATION DR
1C	R2-1	35+41.63	19.5	EB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	130+95.10	19.50	EB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	136+73.49	19.50	WB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	141+48.99	19.50	EB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	207+37.08	19.50	SB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	211+87.08	19.50	NB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	226+68.84	19.50	SB	24" x 30"	5.00	11	SPEED LIMIT 25
1C	R2-1	231+22.52	19.50	NB	24" x 30"	5.00	11	SPEED LIMIT 25
1D	R8-3A	35+41.63	19.5	EB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	130+95.10	19.50	EB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	136+73.49	19.50	WB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	141+48.99	19.50	EB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	207+37.08	19.50	SB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	211+87.08	19.50	NB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	226+68.84	19.50	SB	24" x 24"	4.00		NO PARKING SYMBOL
1D	R8-3A	231+22.52	19.50	NB	24" x 24"	4.00		NO PARKING SYMBOL
1E	OM4-2	31+04.03	0.00	WB	18" x 18"	11.25	55	ROAD CLOSED X5
1E	OM4-2	205+15.00	0.00	SB	REINSTALL SALVAGED EXISTING TECHNOLOGY PKWY			ROAD CLOSED X5
1E	OM4-2	234+84.90	0.00	NB	REINSTALL SALVAGED EXISTING VENTURE WAY			ROAD CLOSED X5
1E	OM4-2	2' BEYOND END	0.00	SB	REINSTALL SALVAGED EXISTING DEVELOPMENT DRIVE			ROAD CLOSED X5
TOTAL						126.93	198	

SEE SHEET N.1 FOR MORE INFORMATION

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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

CEDAR FALLS, IOWA

C.5

**SNYDER & ASSOCIATES, INC.**

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515-964-2020 | www.snyder-associates.com



Project No: 118.1174.08B

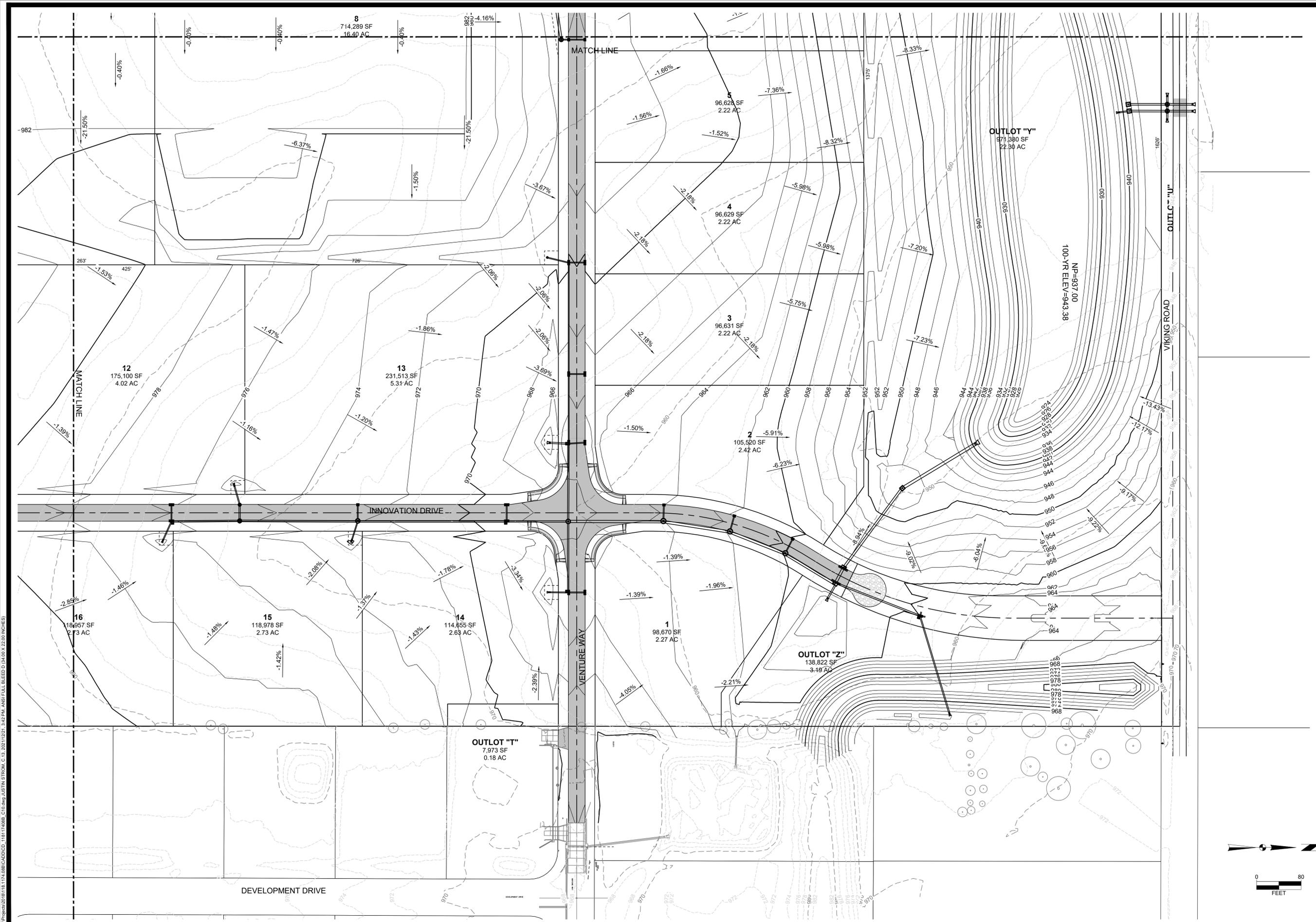
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Sheet C.5

Project No: 118.1174.08B







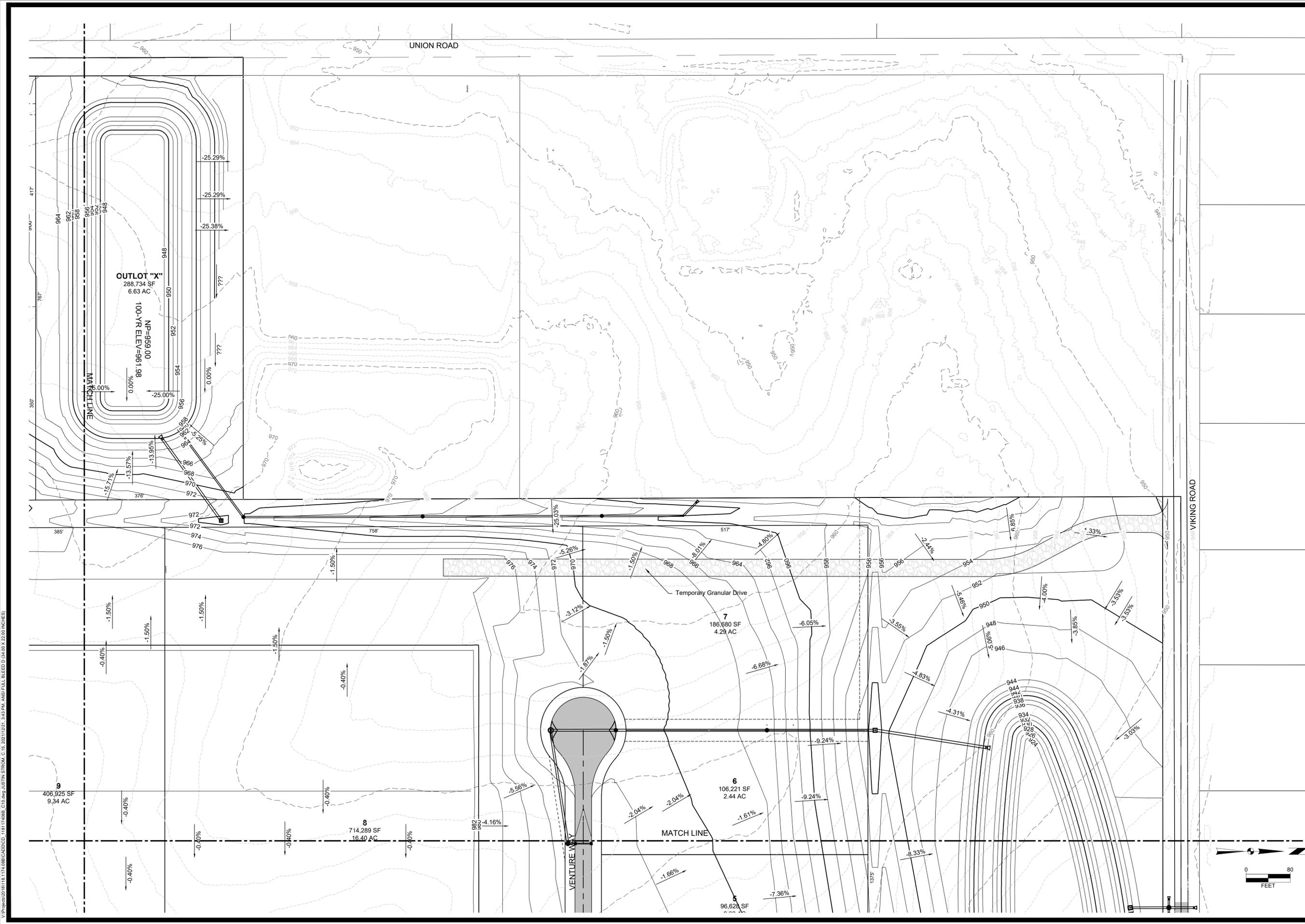
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MARK	REVISION	DATE	BY

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**GRADING PLAN**  
**CEDAR FALLS, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
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 Project No: 118.1174.08B  
 Sheet C.13





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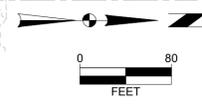
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Technician: PCK	Date: 11-05-2021	Tr-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet C.15

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**GRADING PLAN**  
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 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
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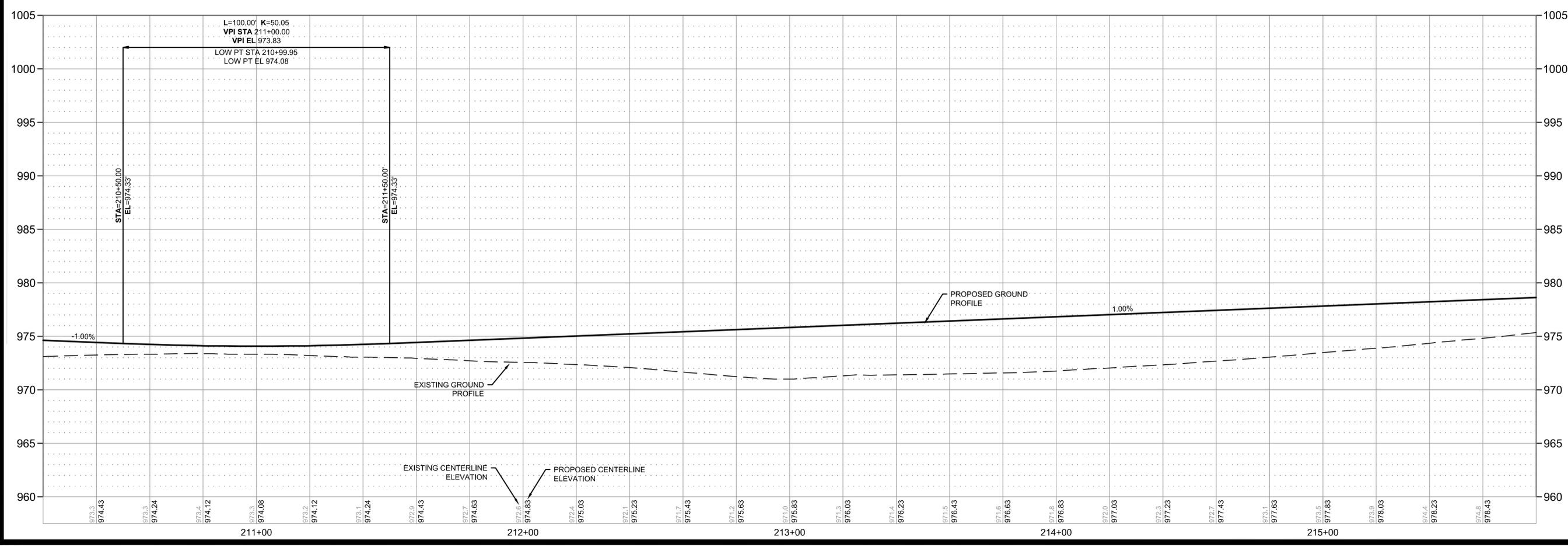
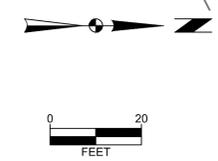
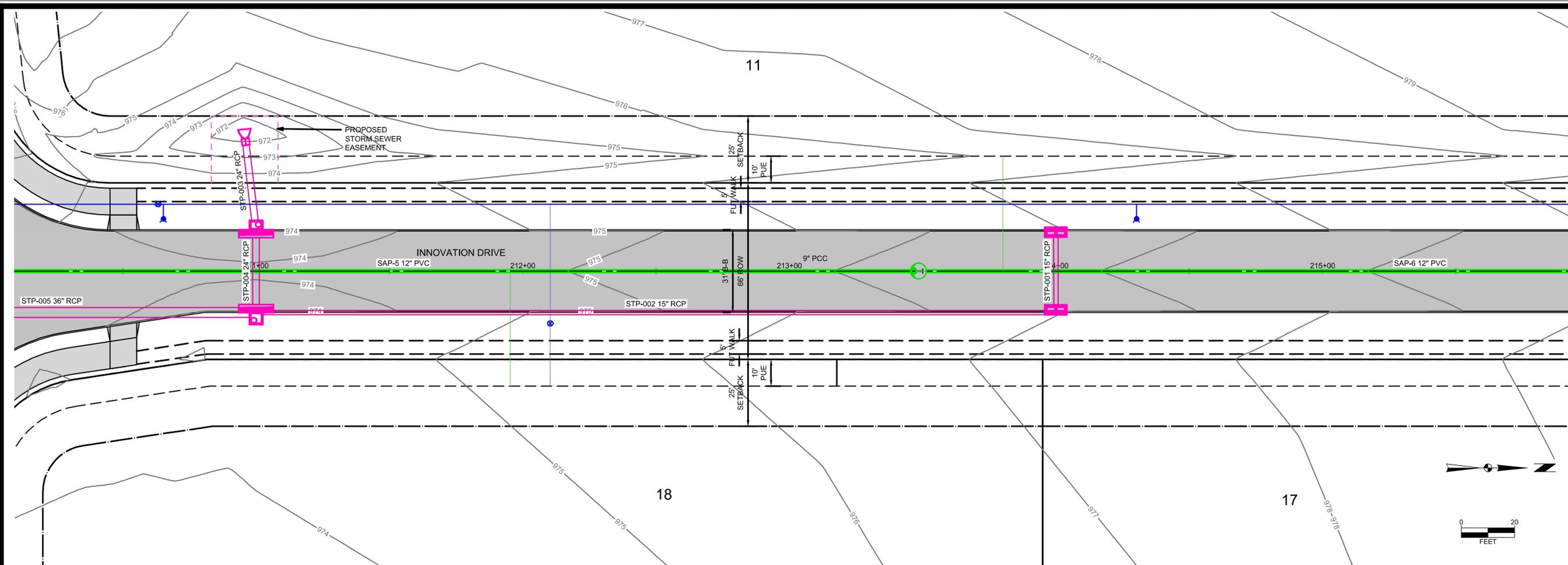


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Project No: 118.1174.08B  
Sheet C.15





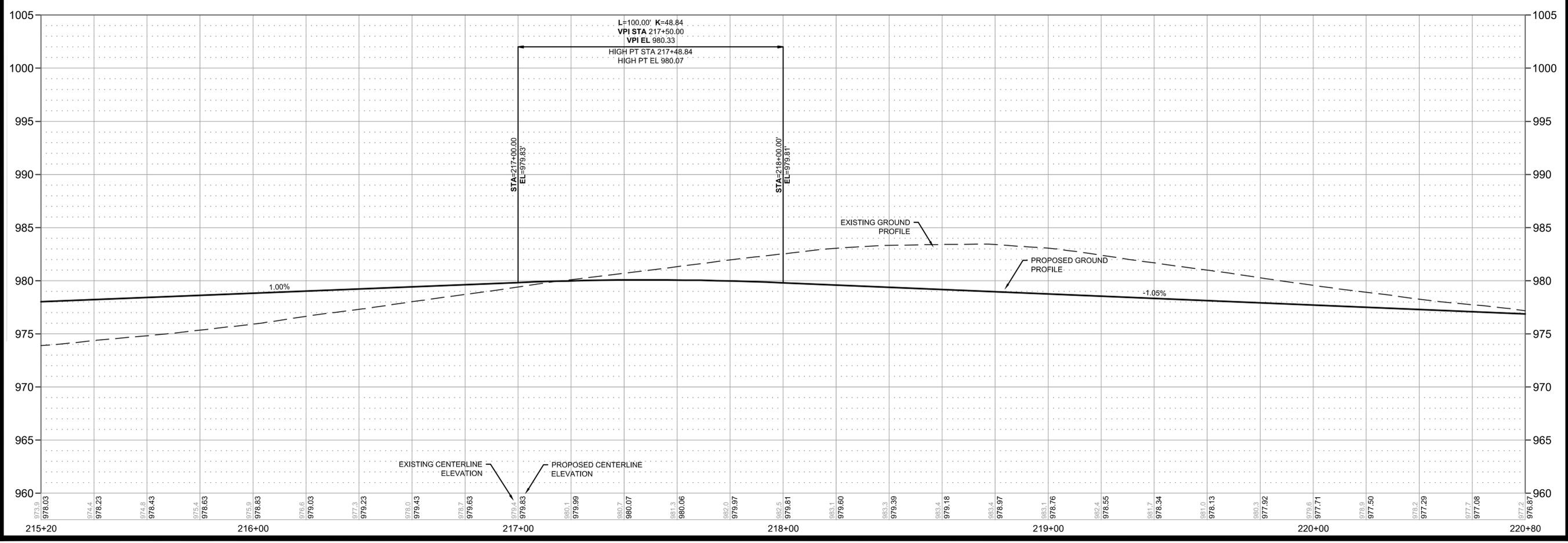
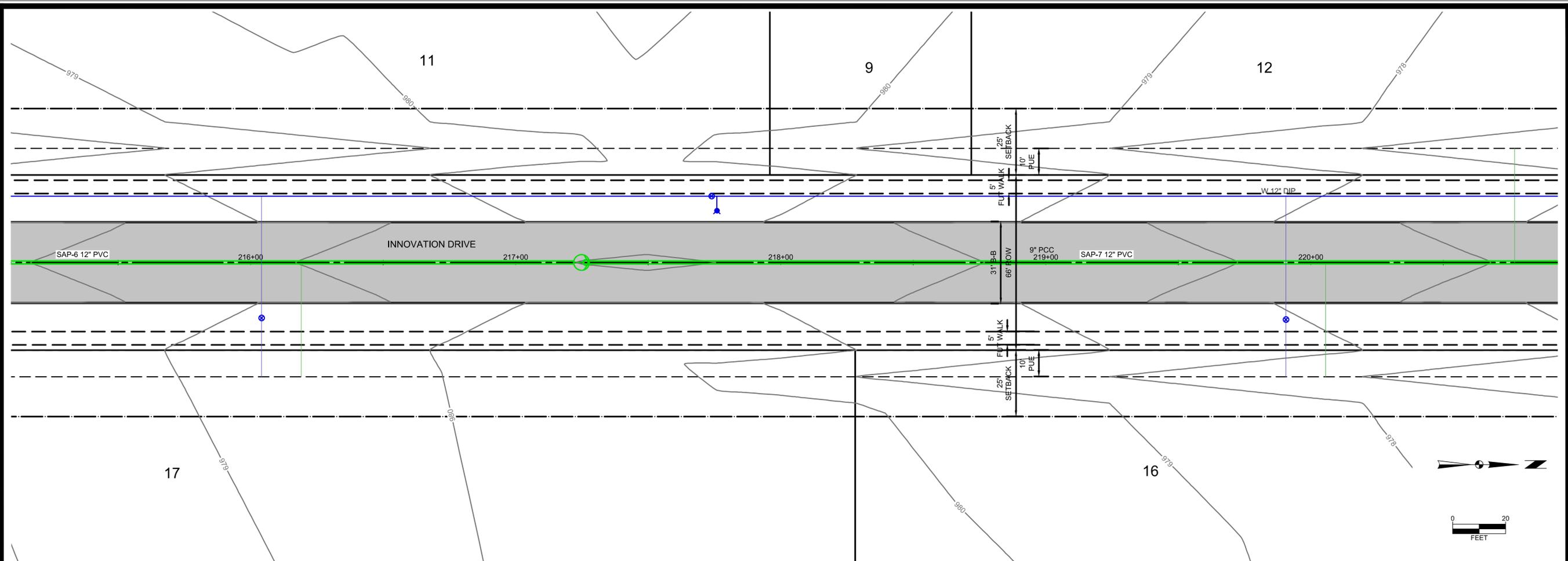


MARK	REVISION	DATE	BY

Checked By: KIS  
 Engineer: KRN  
 Technician: PCK  
 Date: 11-05-2021  
 Scale: 1" = 20'  
 T-R-S: 89N-14W-34  
 Project No: 118.1174.08B  
 Sheet D.2

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - INNOVATION DRIVE**  
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 5005 BOWLING STREET S.W.  
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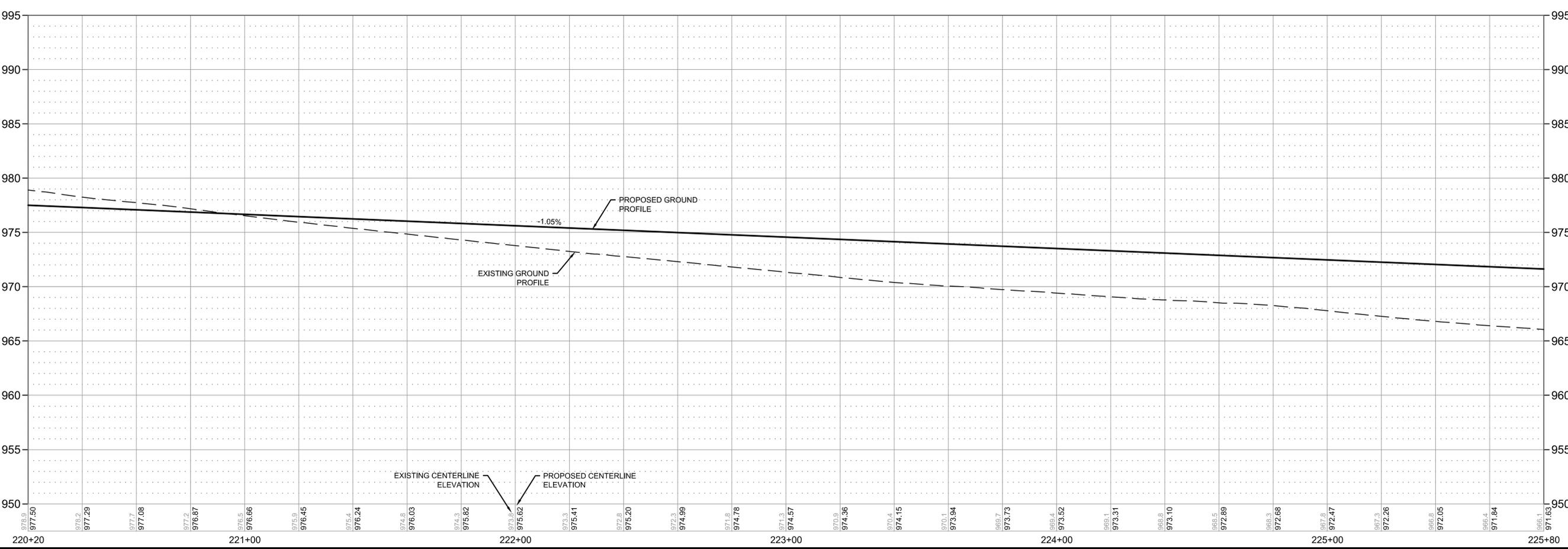
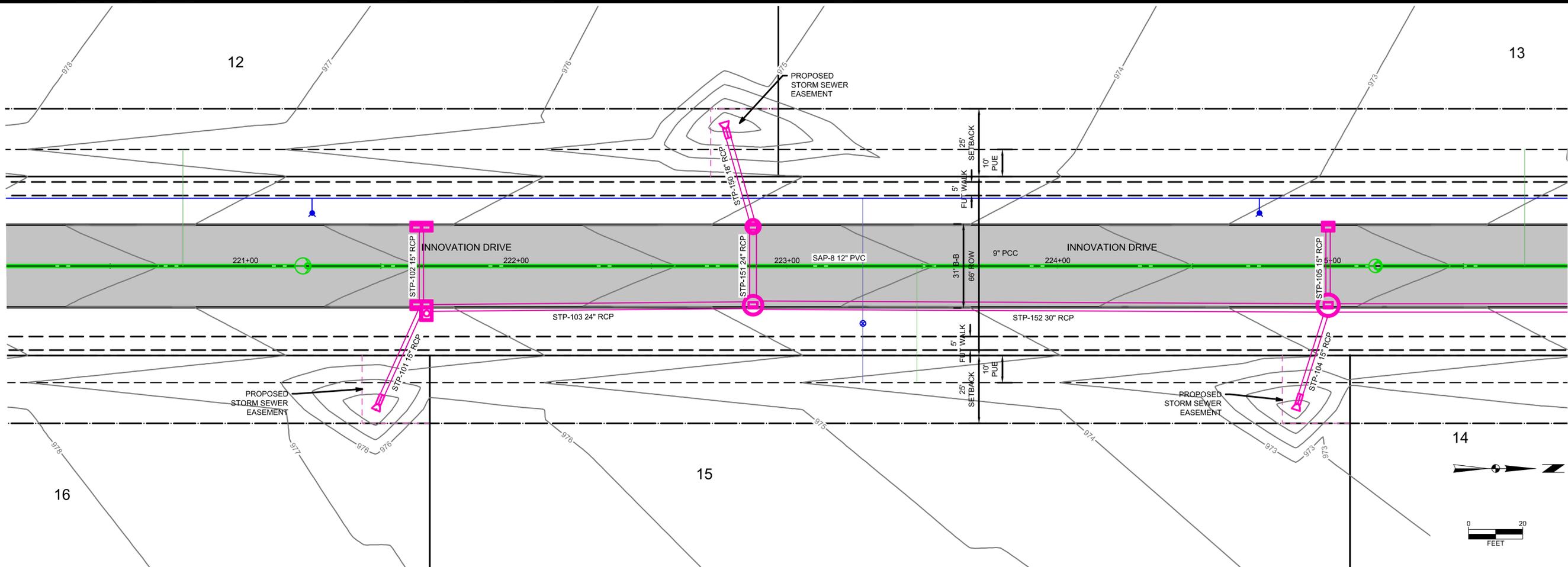
Project No: 118.1174.08B  
 Sheet D.2



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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - INNOVATION DRIVE**  
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Project No: 118.1174.08B  
 Sheet D.3

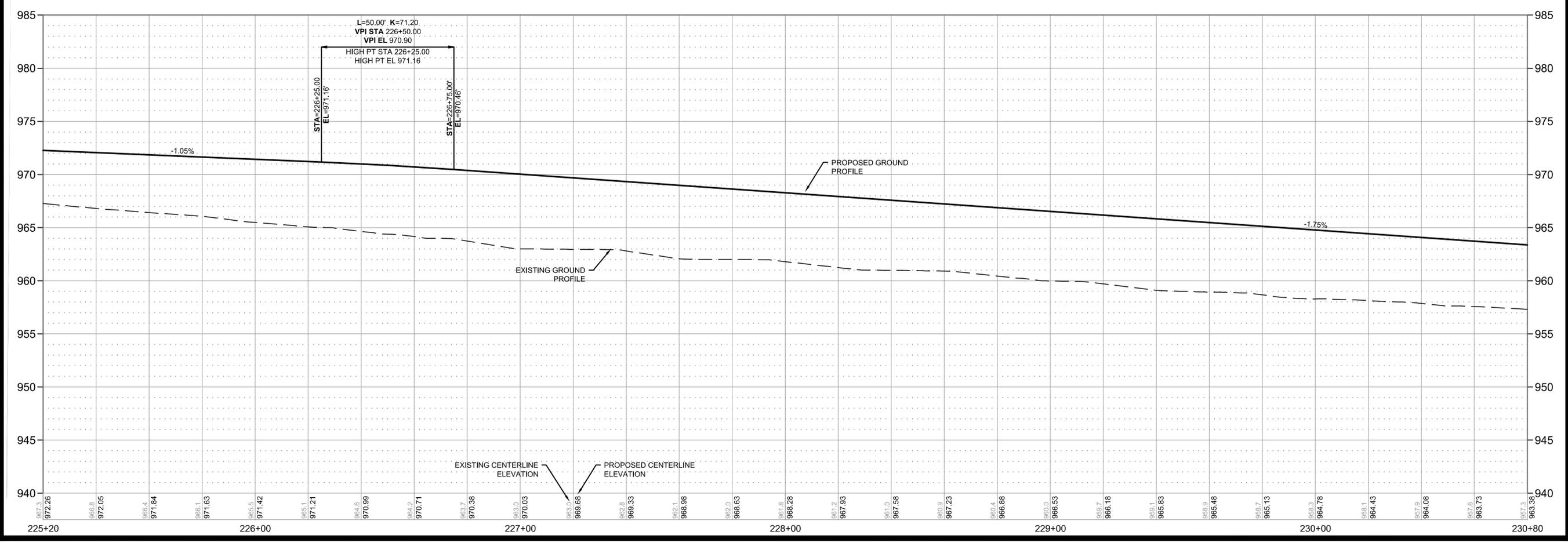
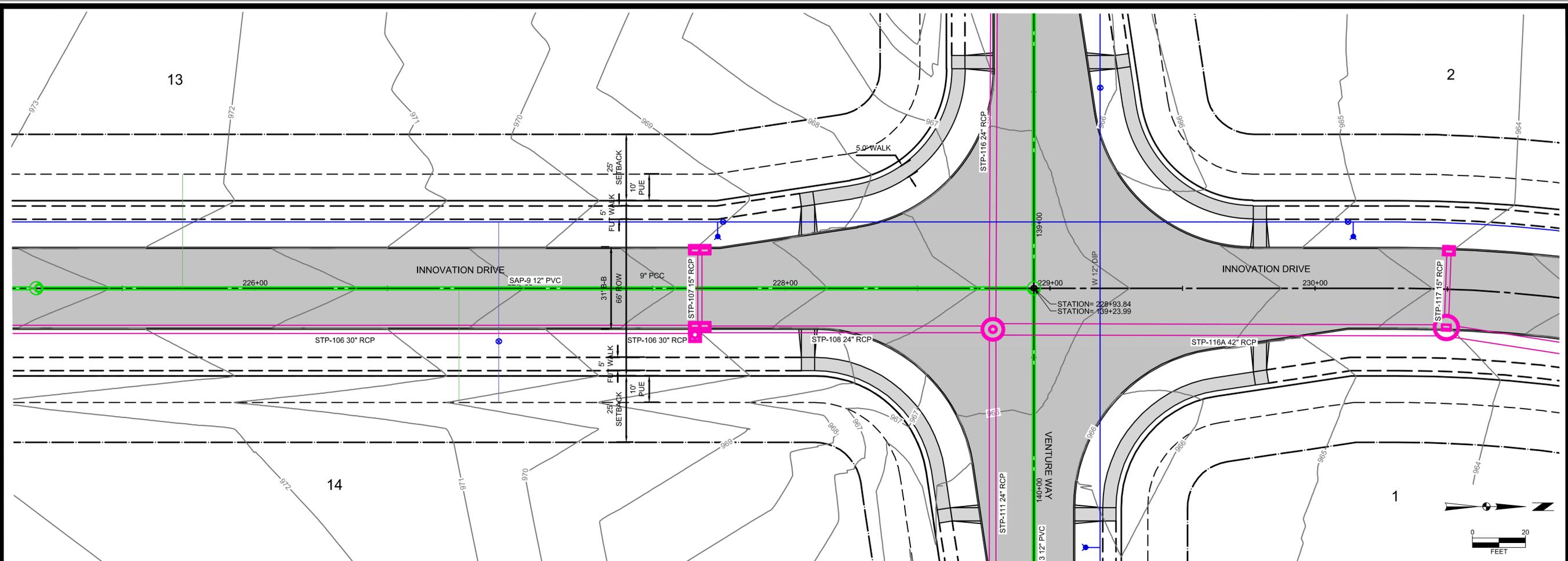


MARK	REVISION	DATE	BY

Checked By: KIS  
 Engineer: KRN  
 Technician: PCK  
 Scale: 1" = 20'  
 T-R-S: 89N-14W-34  
 Date: 11-05-2021  
 Project No: 118.1174.08B  
 Sheet D.4

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - INNOVATION DRIVE**  
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Project No: 118.1174.08B  
 Sheet D.4



MARK	REVISION	DATE	BY

Engineer: KRN  
Checked By: KIS  
Technician: PCK

Date: 11-05-2021  
Scale: 1" = 20'  
T+R-S: 89N-14W-34

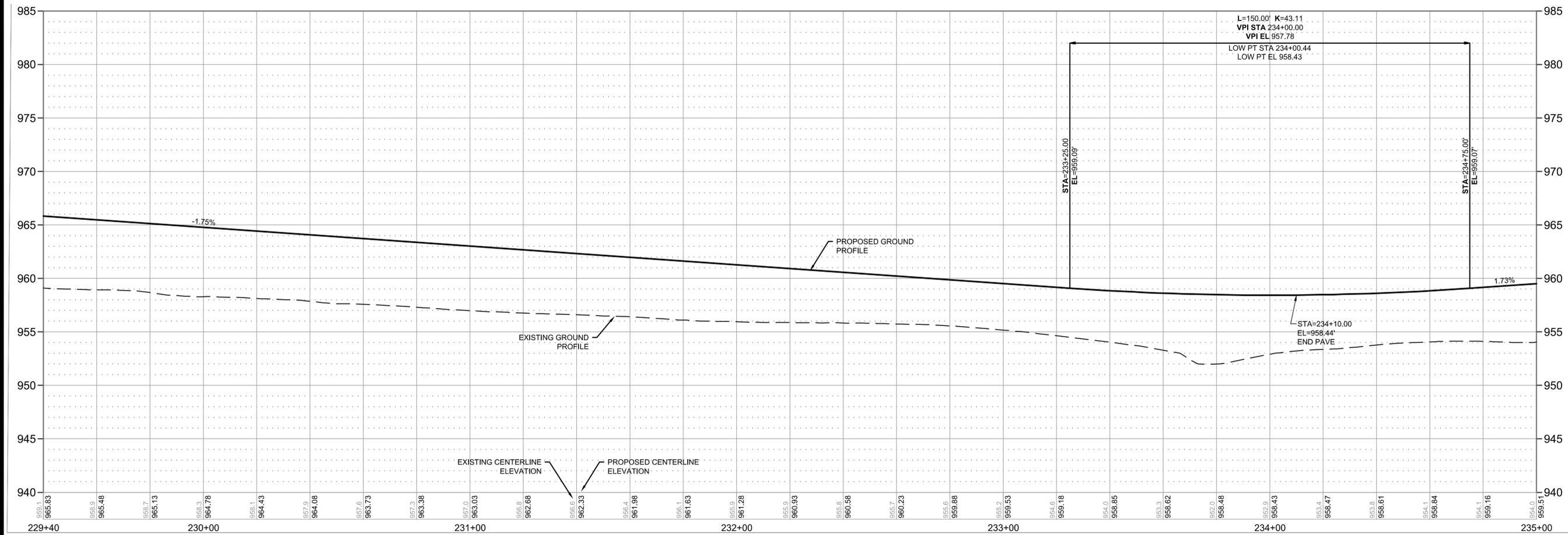
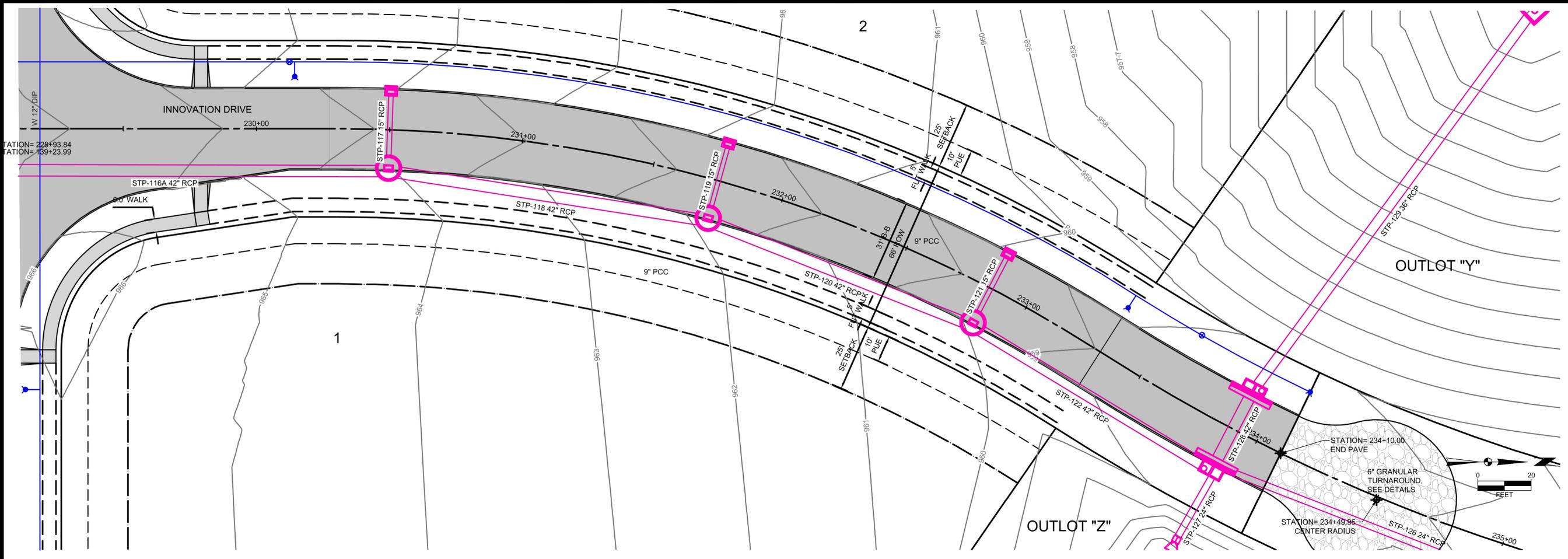
Project No: 118.1174.08B  
Sheet D.5

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - INNOVATION DRIVE**  
**CEDAR FALLS, IOWA**

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Project No: 118.1174.08B  
 Sheet D.5



MARK	REVISION	DATE	BY

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 Engineer: KRN  
 Technician: PCK  
 Date: 11-05-2021  
 Scale: 1" = 20'  
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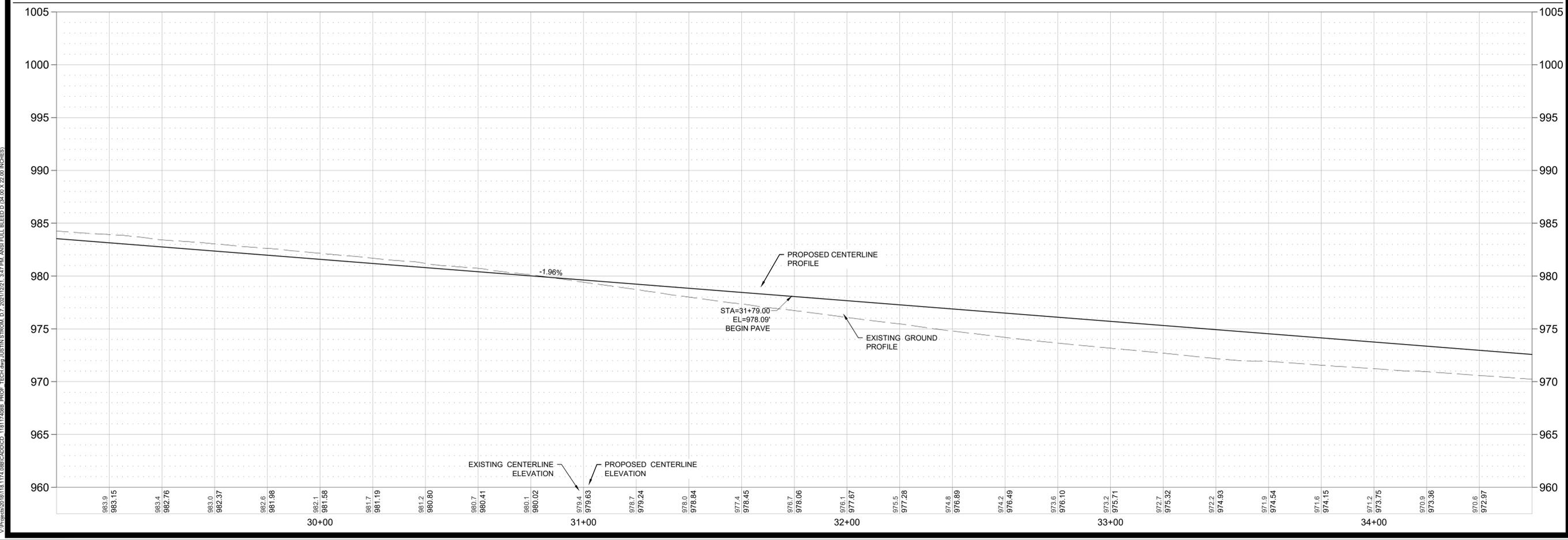
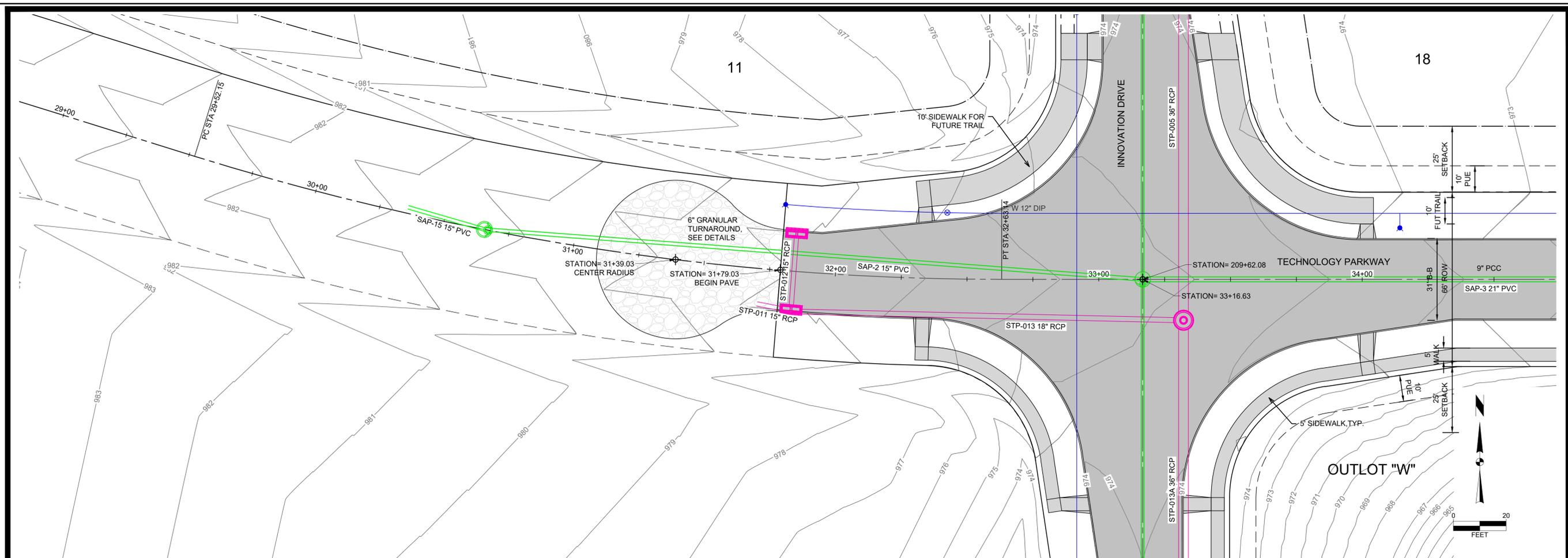
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**PLAN AND PROFILE - INNOVATION DRIVE**  
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Project No: 118.1174.08B  
 Sheet D.6

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Project No: 118.1174.08B  
 Sheet D.6



MARK	REVISION	DATE	BY

Engineer: KRN  
 Checked By: KJS  
 Technician: PCK  
 Date: 11-05-2021  
 Scale: 1" = 20'  
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 Project No: 118.1174.08B  
 Sheet D.7

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

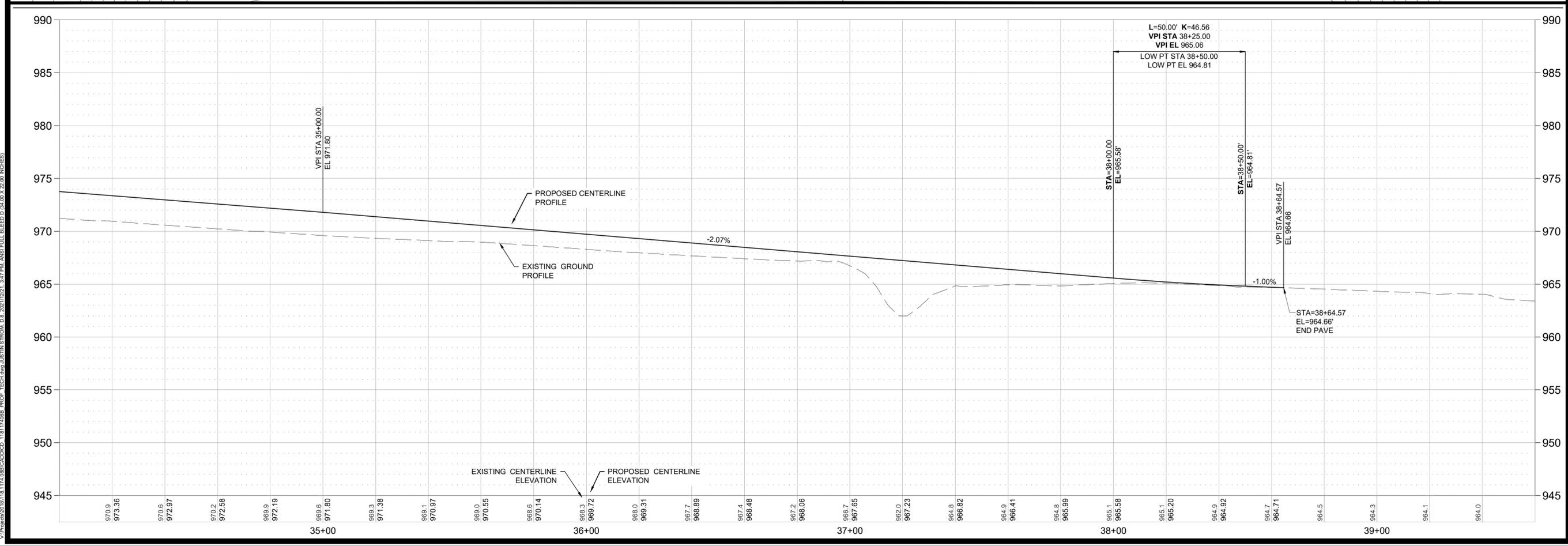
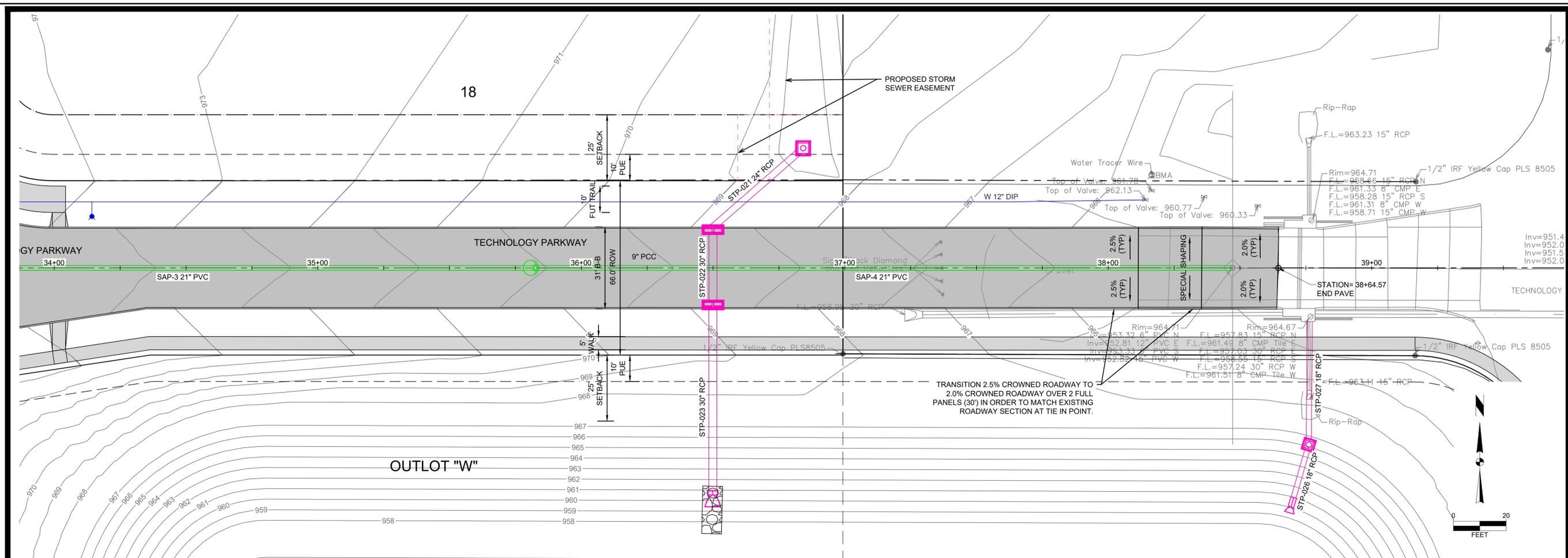
**PLAN AND PROFILE - TECHNOLOGY PARKWAY**

**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B  
 Sheet D.7

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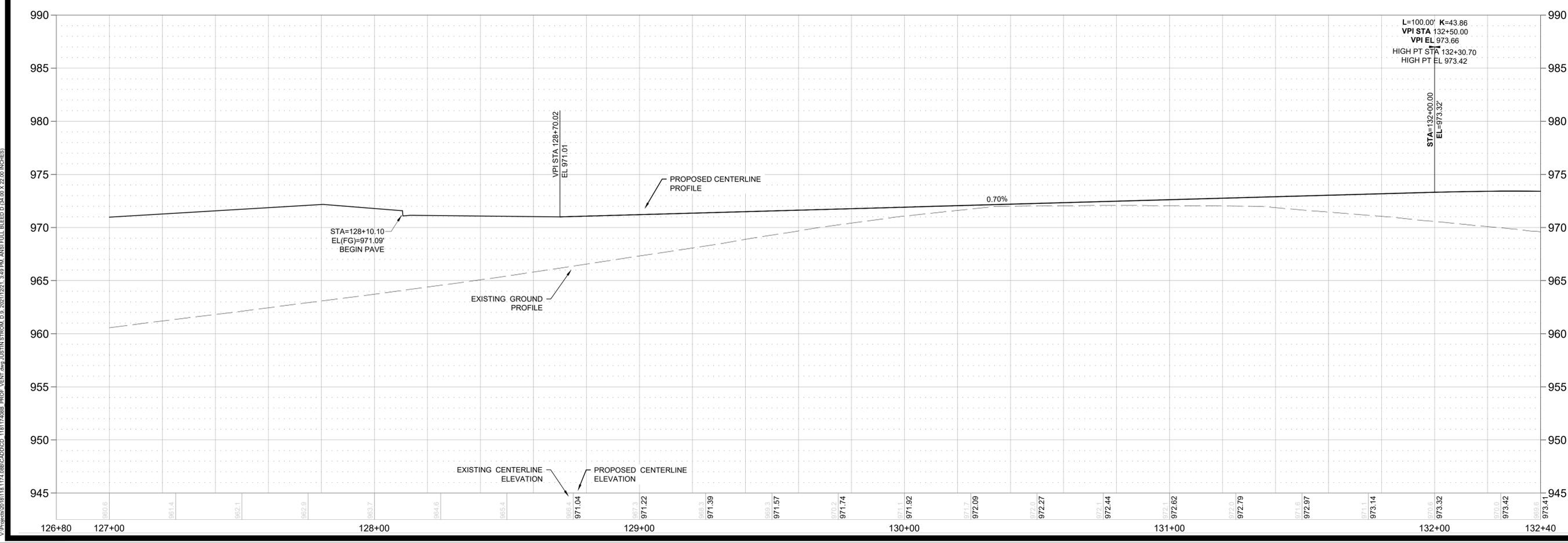
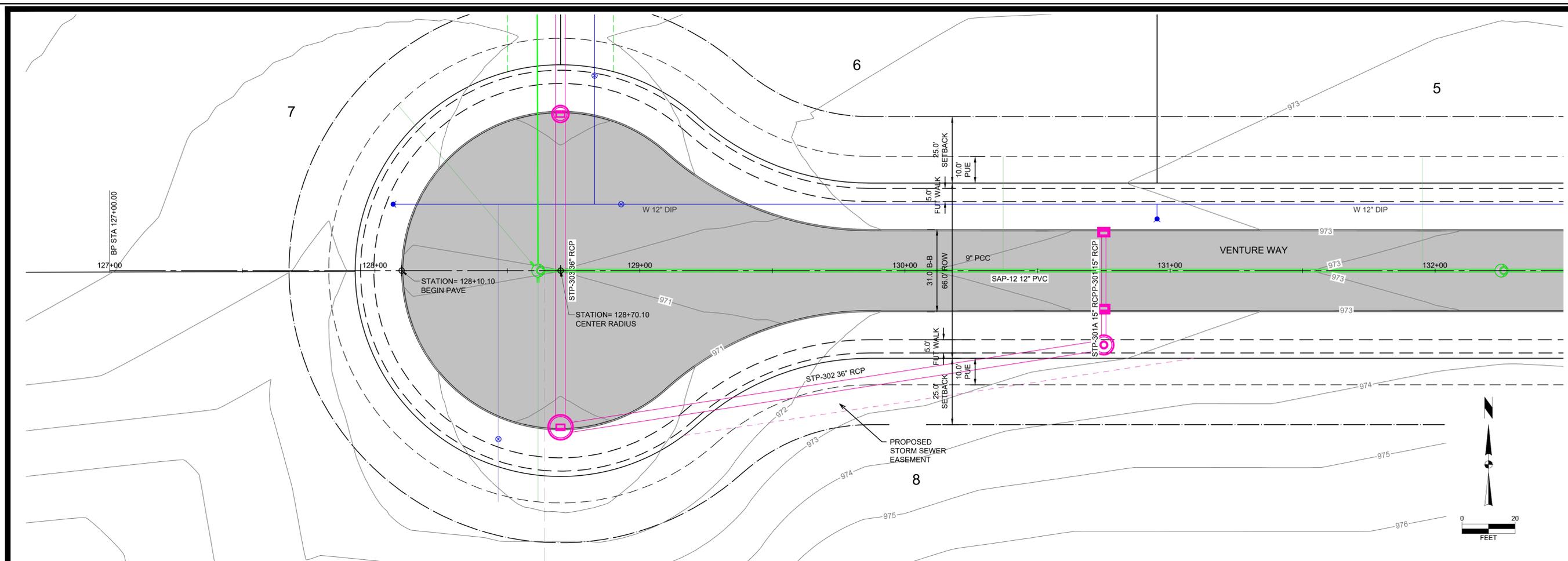
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet D.8

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - TECHNOLOGY PARKWAY**  
**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B  
 Sheet D.8

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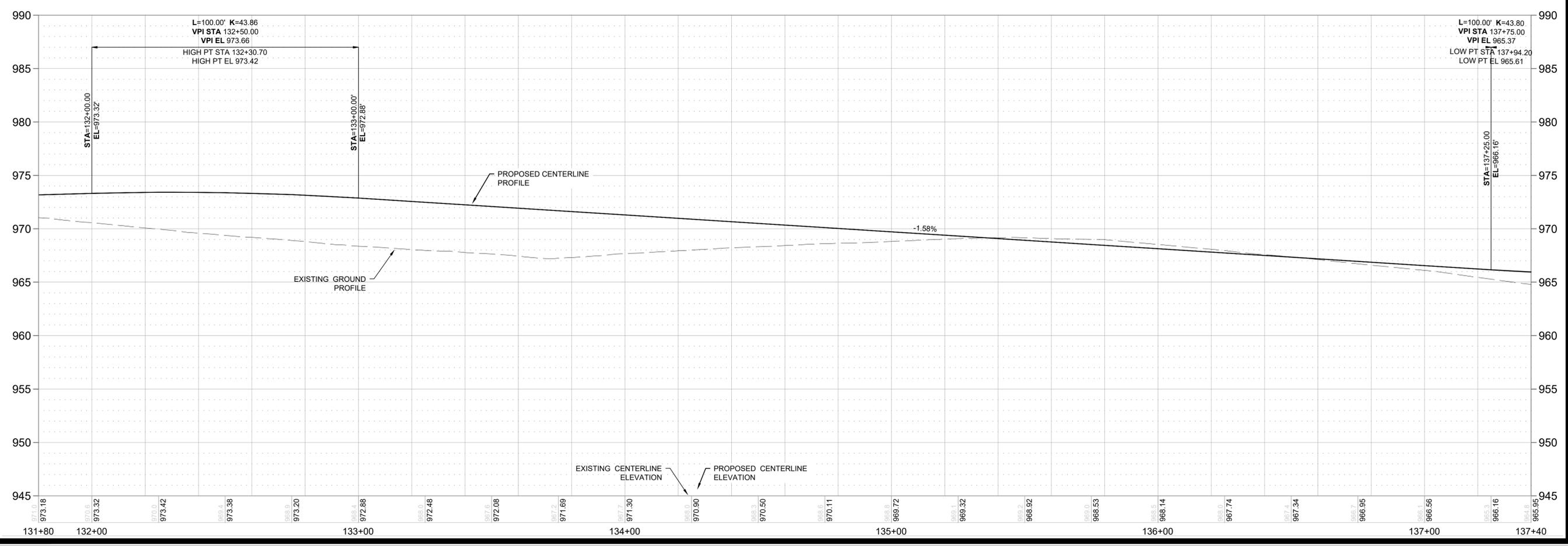
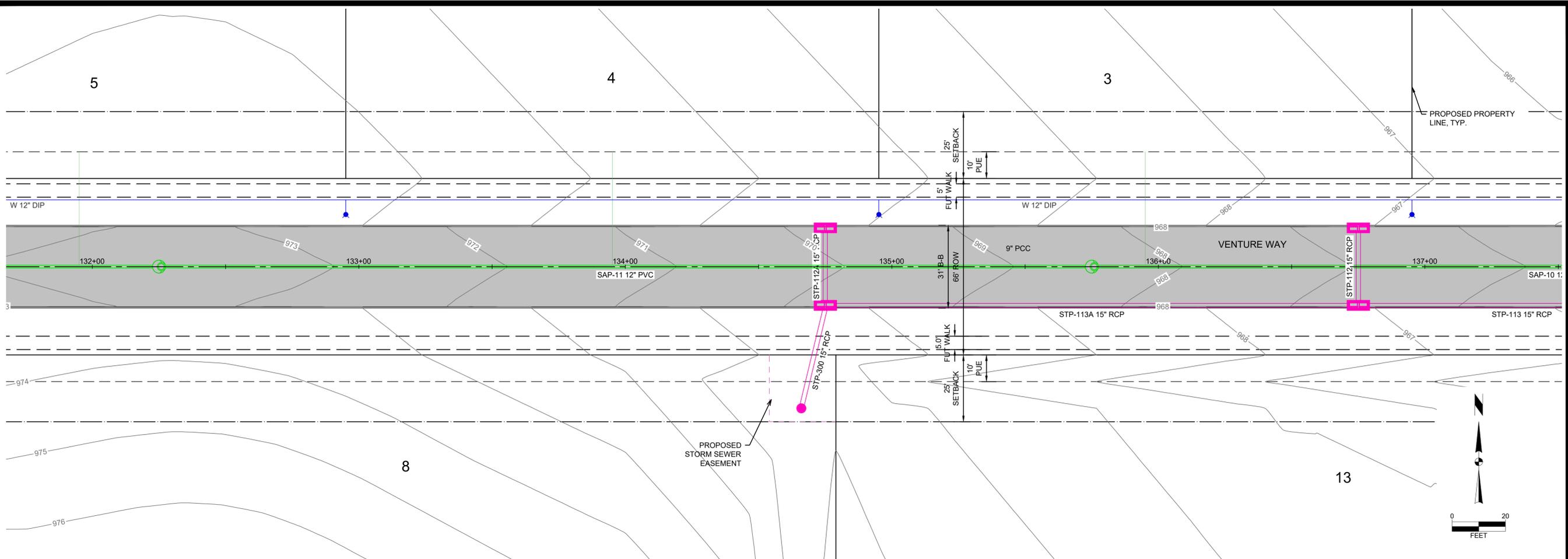


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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - TECHNOLOGY PARKWAY**  
**SNYDER & ASSOCIATES, INC.**

Project No: 118.1174.08B  
 Sheet D.9

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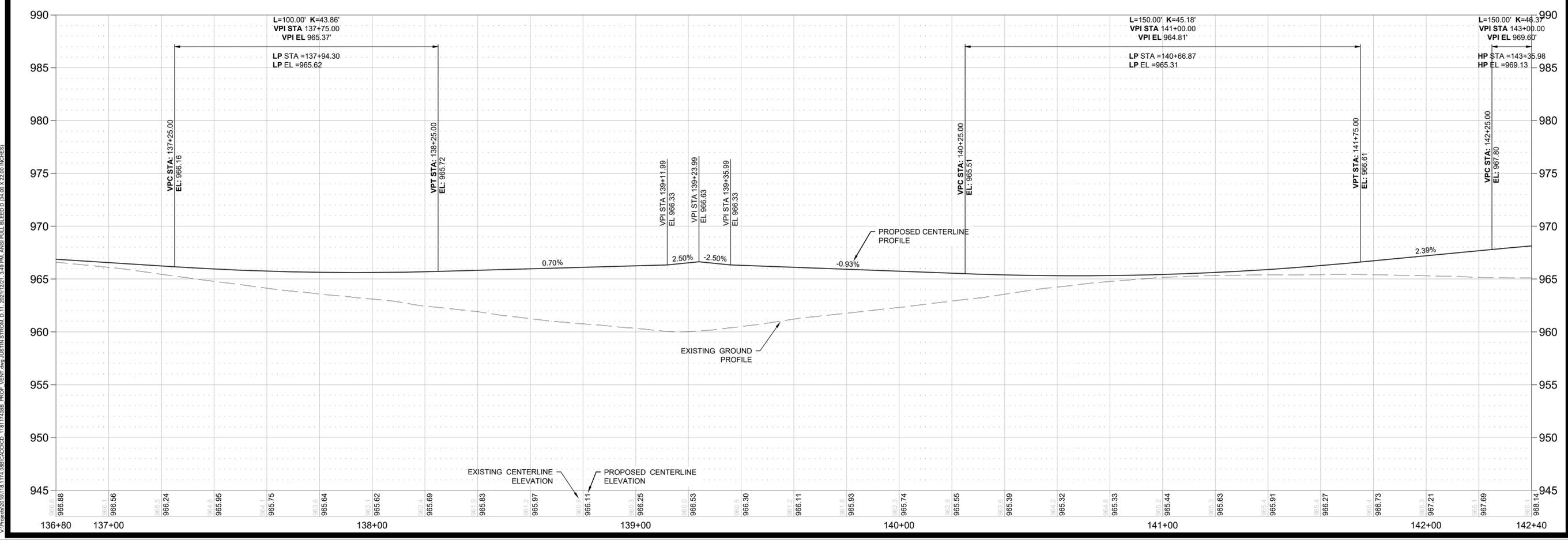
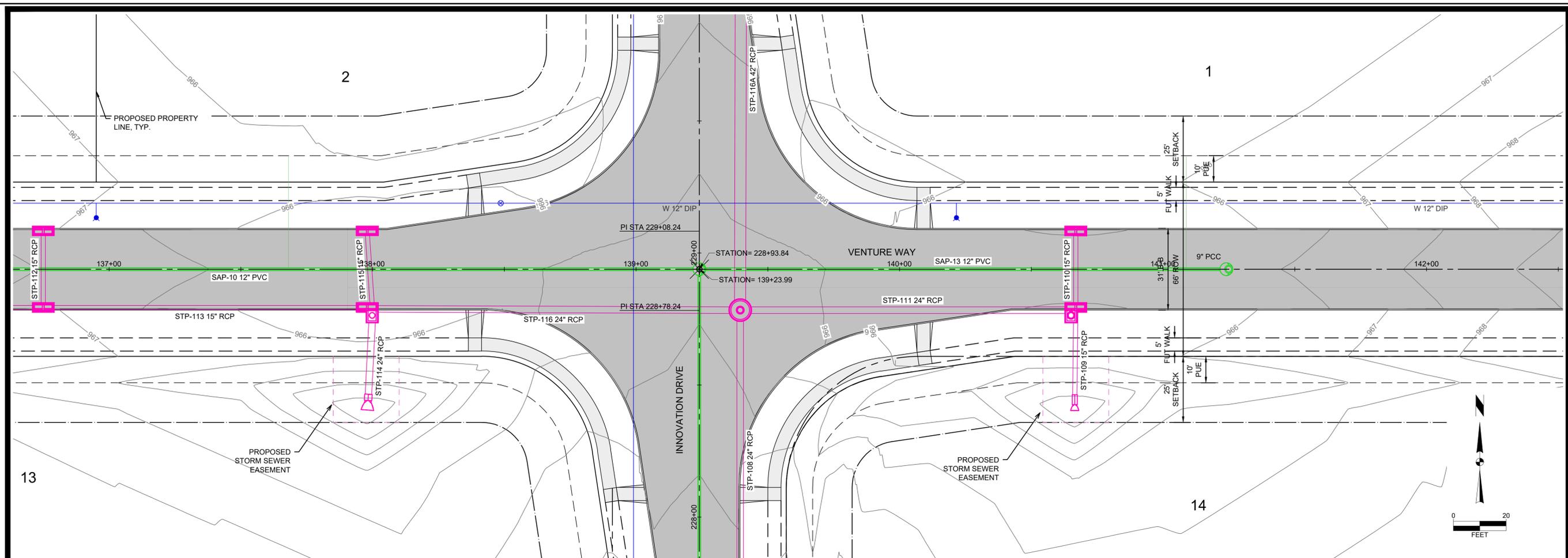
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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet D.10

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - TECHNOLOGY PARKWAY**  
**SNYDER & ASSOCIATES, INC.**

5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9994 | www.snyder-associates.com

Project No: 118.1174.08B  
 Sheet D.10

I:\Projects\118.1174.08B\CD\118.1174.08B-CD-10-2021.dwg JUSTIN STROM D. 10. 2021.12.21. 3.49 PM ANSI FULL BLEED (34.92 X 22.00 INCHES)



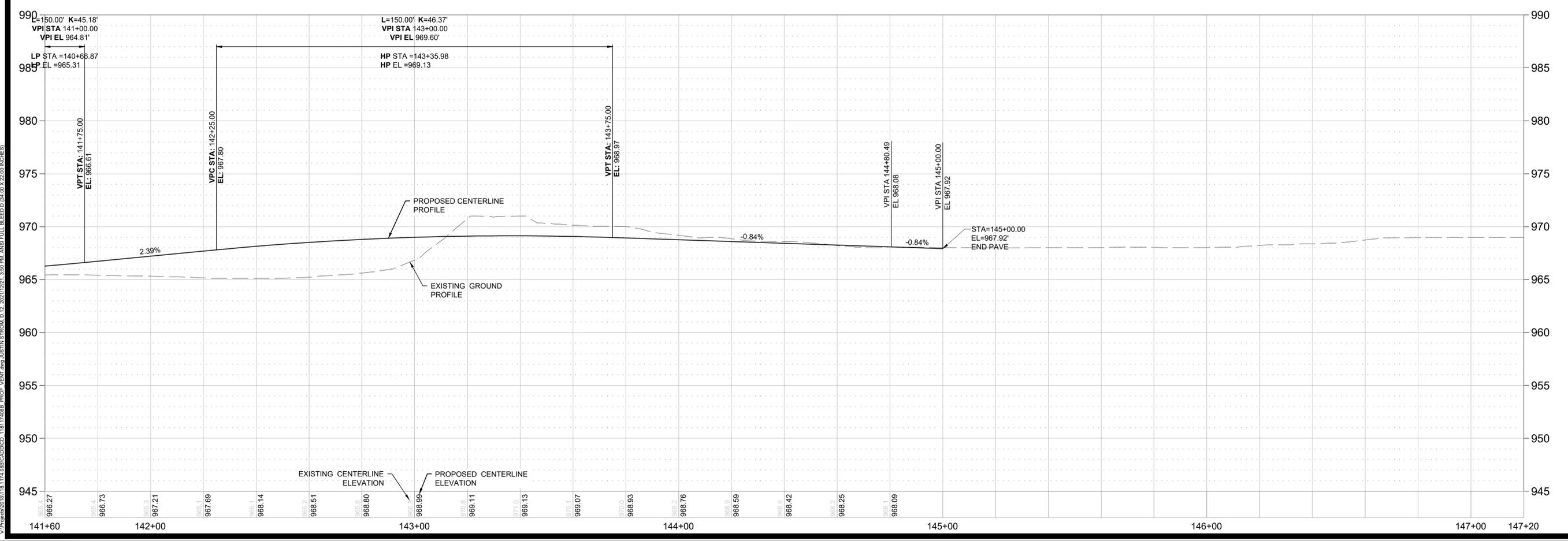
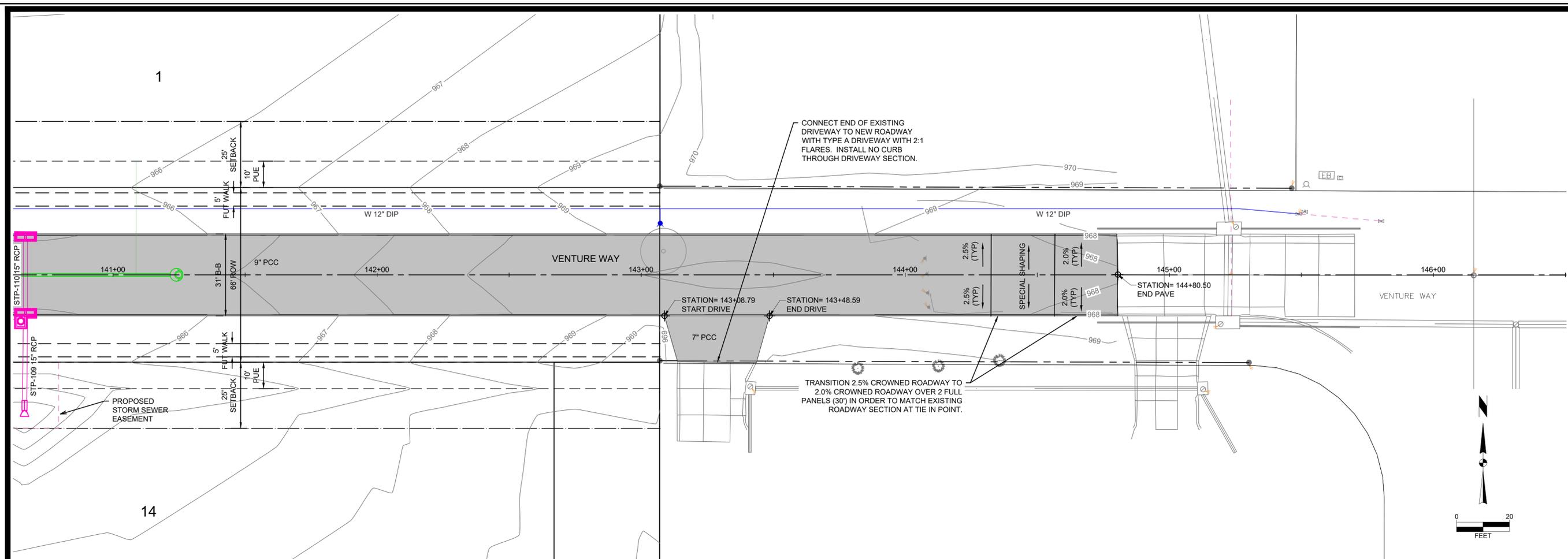
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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet D.11

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - VENTURE WAY**  
**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B  
 Sheet D.11

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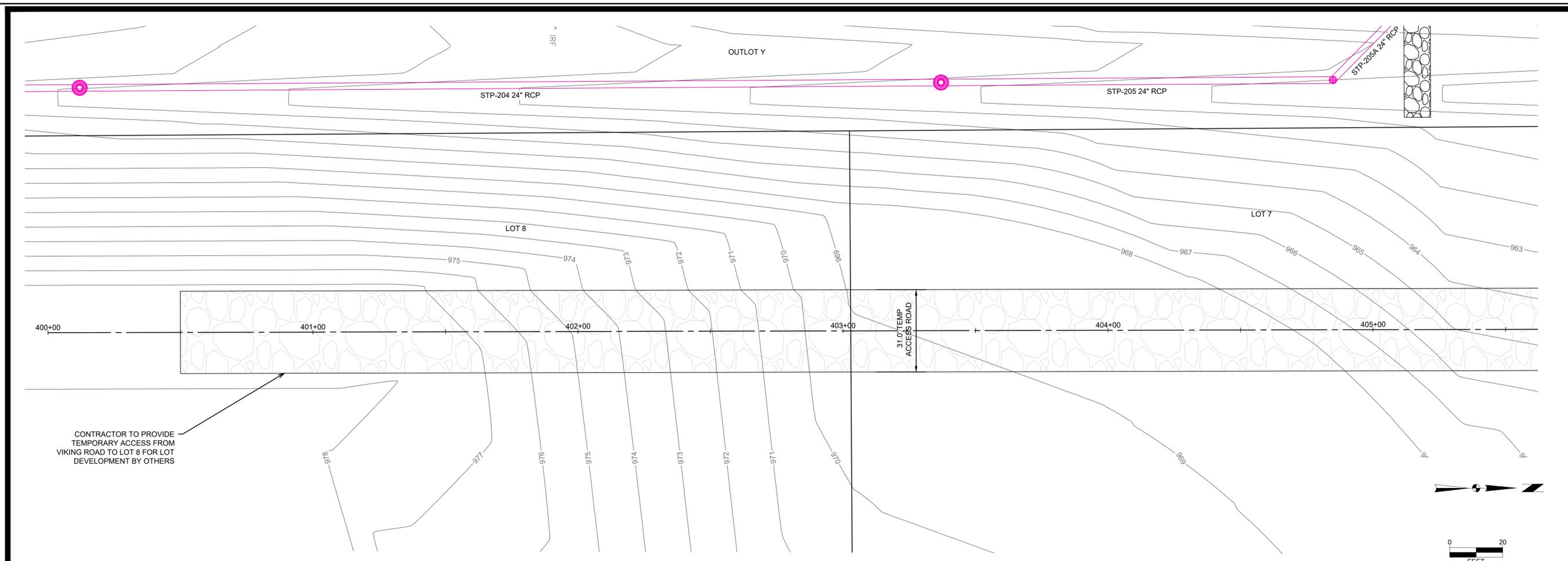


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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet D.12

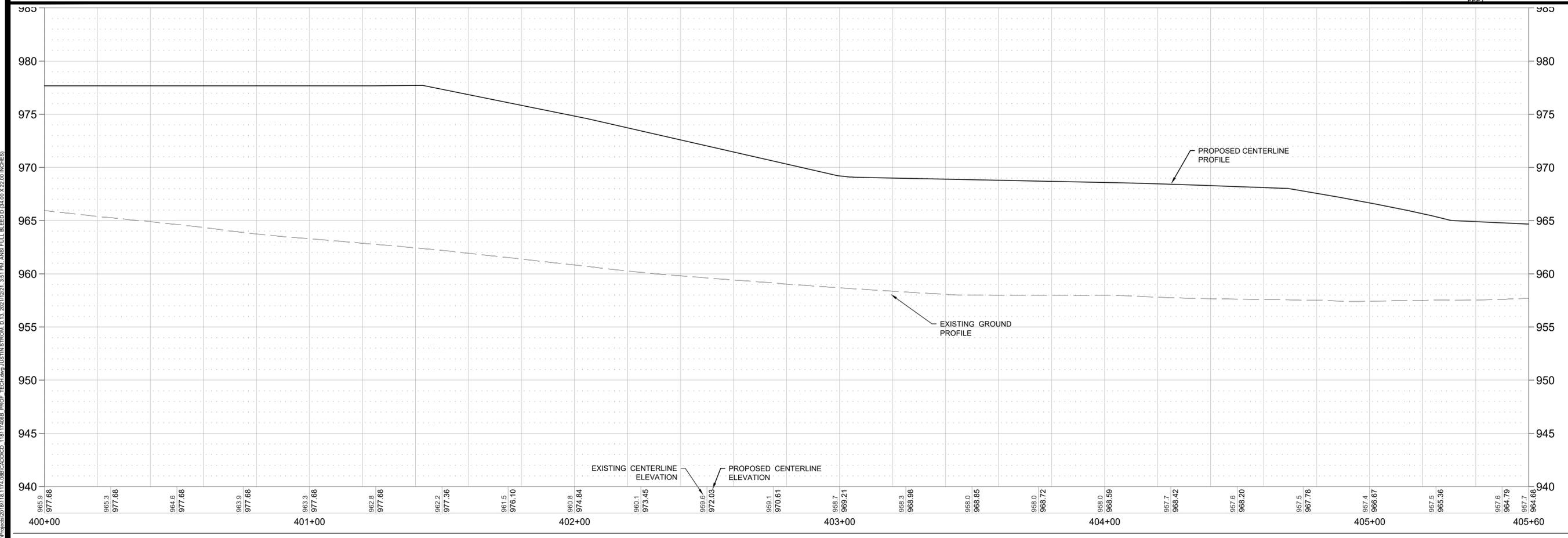
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - VENTURE WAY**  
**SNYDER & ASSOCIATES, INC.**  
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 Project No: 118.1174.08B  
 Sheet D.12

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CONTRACTOR TO PROVIDE TEMPORARY ACCESS FROM VIKING ROAD TO LOT 8 FOR LOT DEVELOPMENT BY OTHERS



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

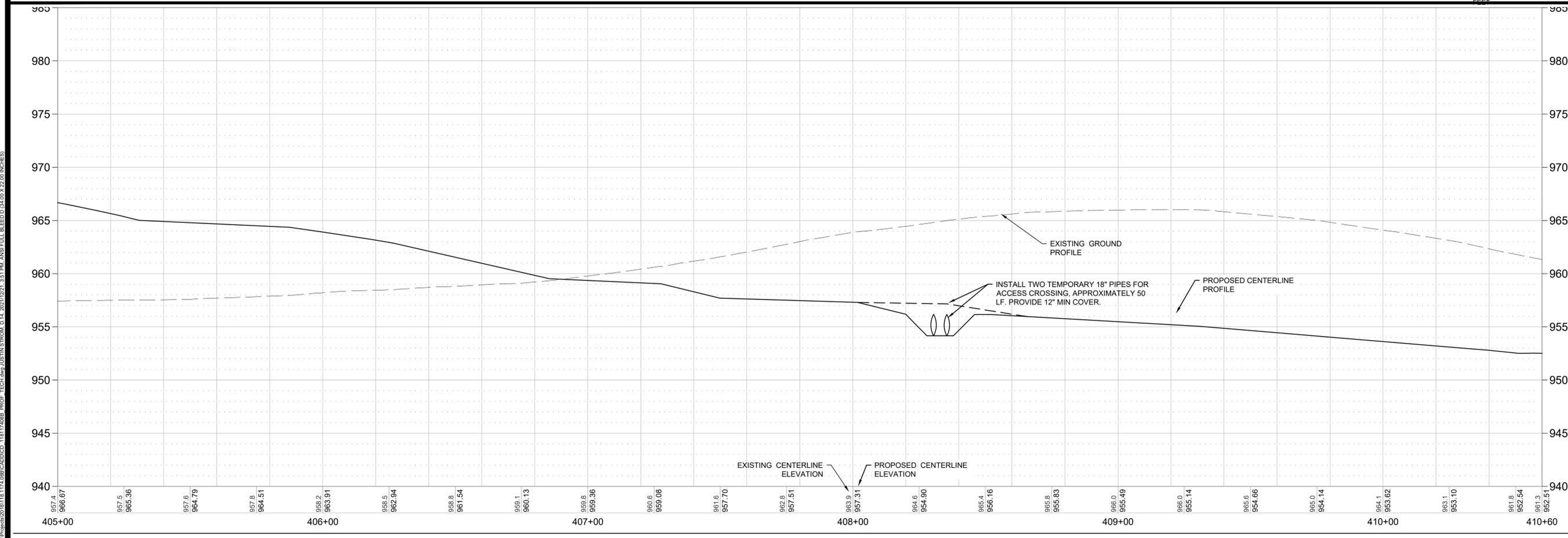
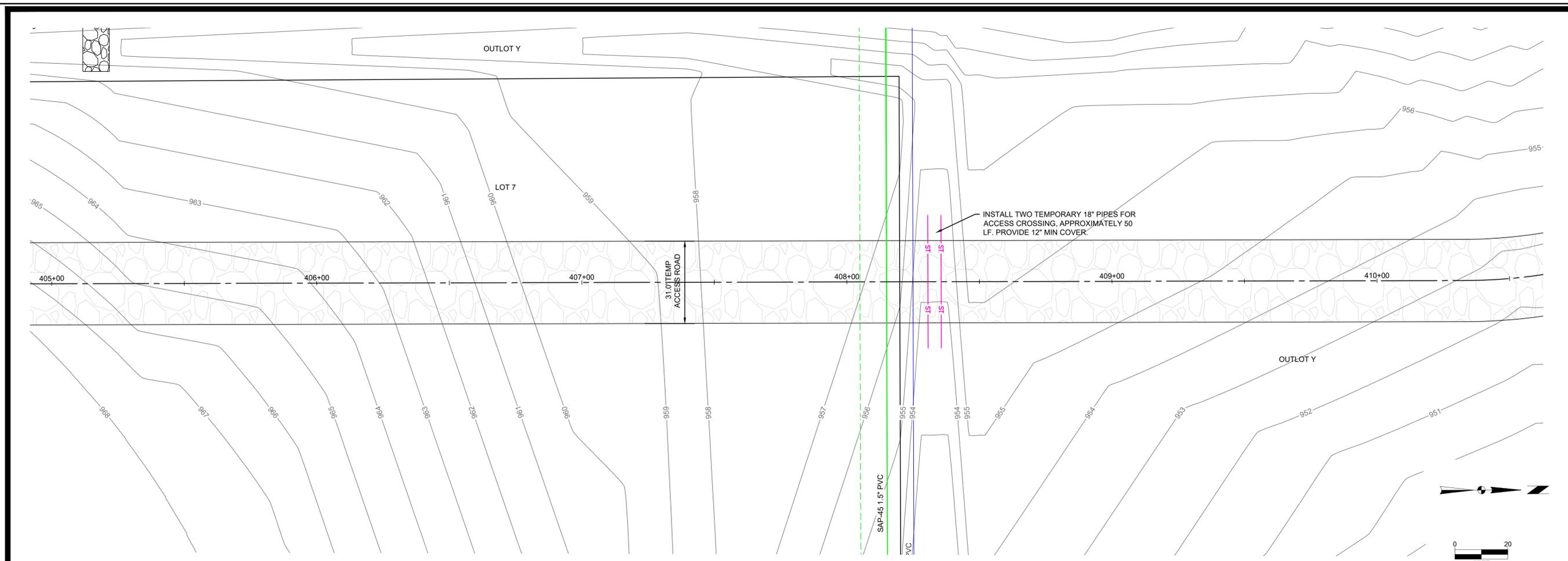
Project No: 118.1174.08B

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - TEMPORARY ACCESS ROAD**  
**SNYDER & ASSOCIATES, INC.**  
 CEDAR FALLS, IOWA  
 5005 BOWLING STREET S.W.  
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Project No: 118.1174.08B  
 Sheet D.13

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MARK	REVISION	DATE	BY
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

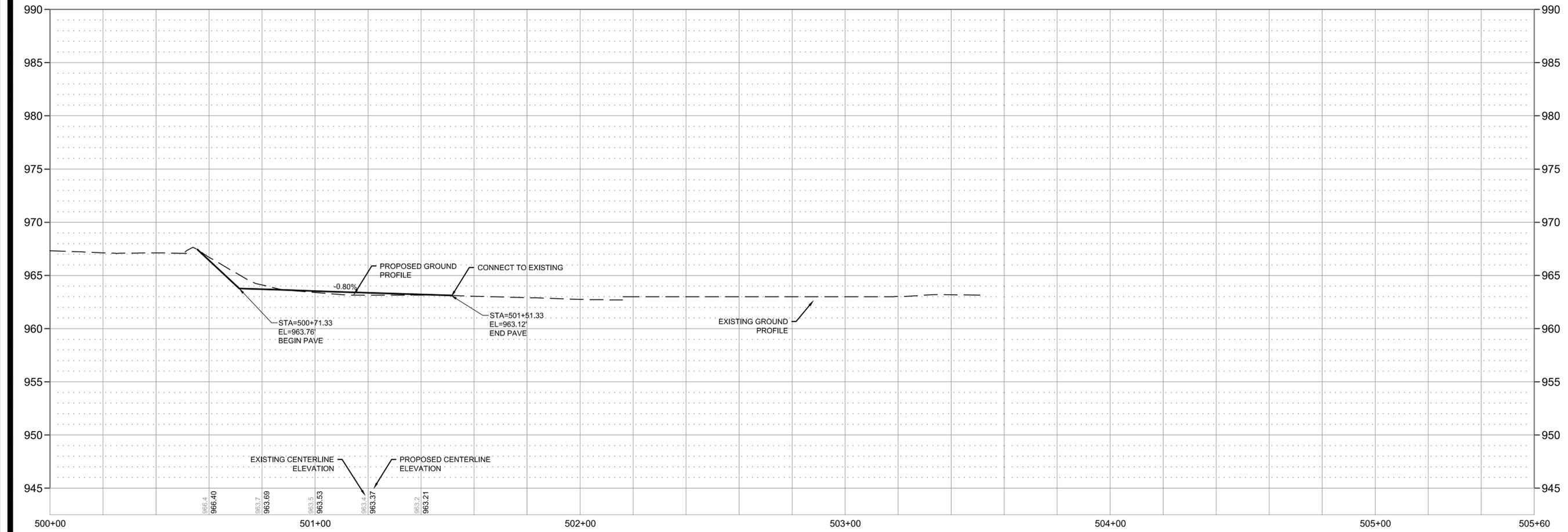
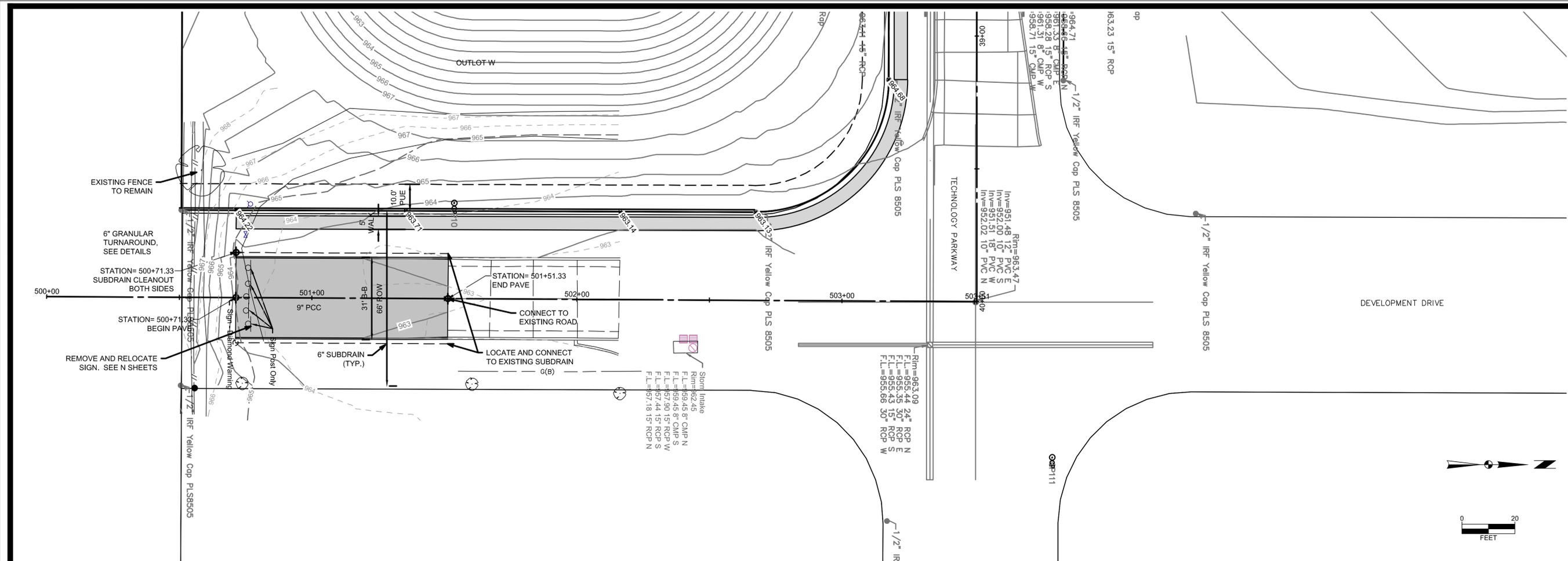
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PLAN AND PROFILE - TEMPORARY ACCESS ROAD**  
**SNYDER & ASSOCIATES, INC.**



Project No: 118.1174.08B  
 Sheet D.14

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MARK	REVISION	DATE	BY
	Checked By: KIS	Scale: 1" = 20'	
	Engineer: KRN	Date: 11-05-2021	
	Technician: PCK		

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**PLAN AND PROFILE - DEVELOPMENT DRIVE**

**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B

Sheet D.16

**SNYDER & ASSOCIATES**

Project No: 118.1174.08B

Sheet D.16







**PROJECT CONTROL**  
IOWA REGIONAL COORDINATE SYSTEM ZONE 5

Control Point	Northing	Eastings	Elevation
CP10	8836408.22	15436847.75	964.40
1/2" Iron Rod with Red Plastic Cap			
CP11	8838602.98	15436612.93	971.01
1/2" Iron Rod with Red Plastic Cap			
CP100	8835669.69	15433977.70	976.18
1/2" Iron Rod with Red Plastic Cap			
CP101	8835877.20	15434381.79	978.59
1/2" Iron Rod with Red Plastic Cap			
CP102	8836974.14	15433978.19	977.72
1/2" Iron Rod with Red Plastic Cap			
CP103	8838326.81	15433981.90	947.06
1/2" Iron Rod with Red Plastic Cap			
CP104	8839623.28	15433928.18	933.95
PK Nail in ACC (Viking Road / Union Road)			
CP105	8839621.47	15436569.69	972.22
PK Nail in ACC (Viking Road)			
CP106	8838783.68	15435489.10	965.72
1/2" Iron Rod with Red Plastic Cap			
CP107	8837779.77	15434851.83	971.46
1/2" Iron Rod with Red Plastic Cap			
CP108	8838558.95	15436935.02	968.94
1/2" Iron Rod with Red Plastic Cap			
CP109	8837457.38	15436597.73	982.14
1/2" Iron Rod with Red Plastic Cap			
CP110	8836492.84	15435725.23	994.60
1/2" Iron Rod with Red Plastic Cap			
CP111	8836633.80	15436943.59	963.88
1/2" Iron Rod with Red Plastic Cap			
CP112	8835653.78	15436569.34	987.26
1/2" Iron Rod with Red Plastic Cap			

**BENCHMARKS**  
IOWA REGIONAL COORDINATE SYSTEM ZONE 5

Bench Mark	Northing	Eastings	Elevation	Description
BMA	8836640.54	15436701.54	968.50	Cut X on Hydrant (Bolt)
BMB	8838572.07	15436829.31	970.46	Cut X on Hydrant (Bolt)

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

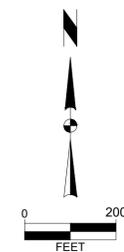
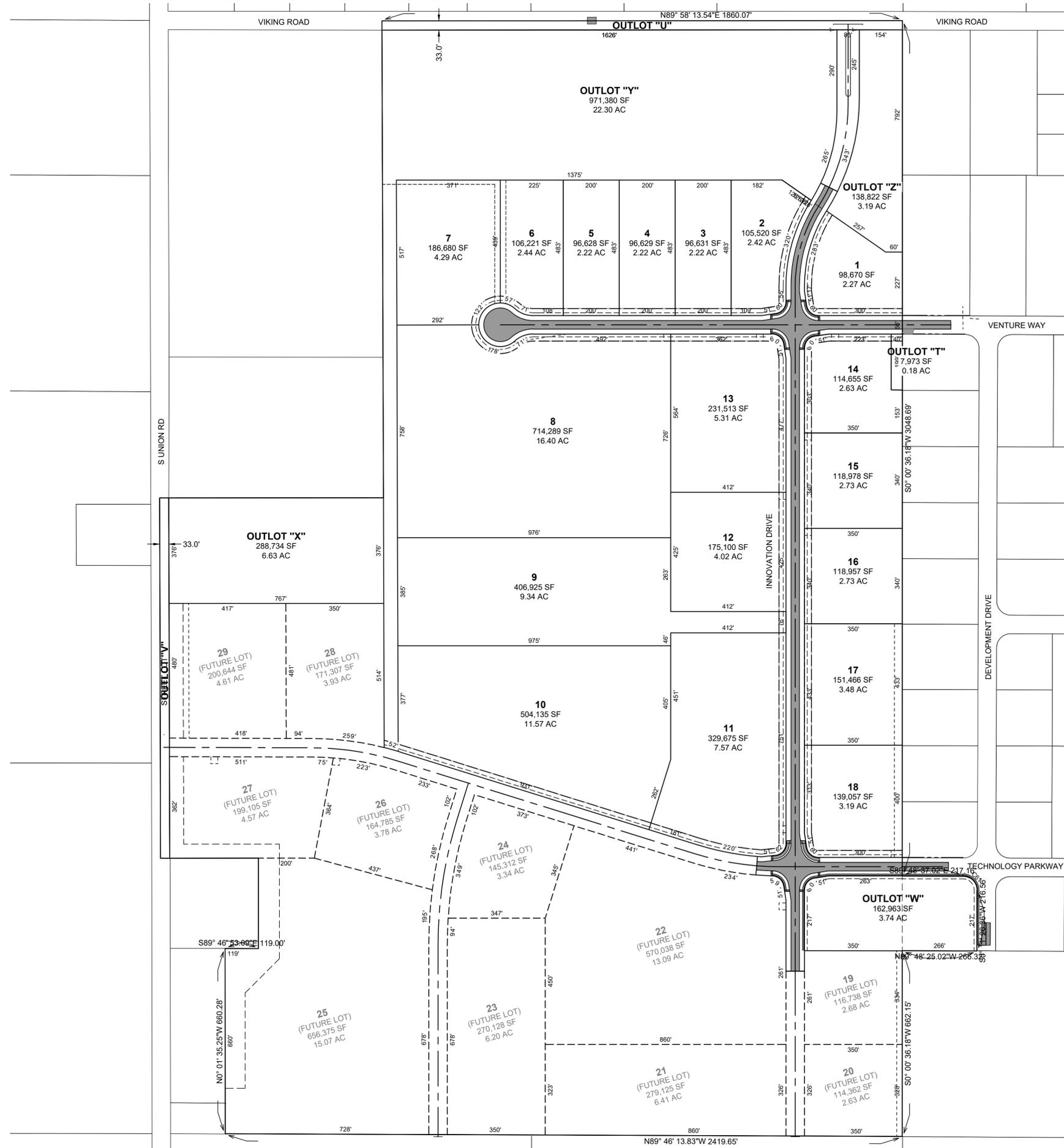
**SURVEY CONTROL AND REFERENCE INFORMATION** CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.** | 5005 BOWLING STREET S.W. CEDAR RAPIDS, IOWA 52404 319-362-9594 | www.snyder-associates.com



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 200'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet G.1

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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**RIGHT-OF-WAY**

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**  
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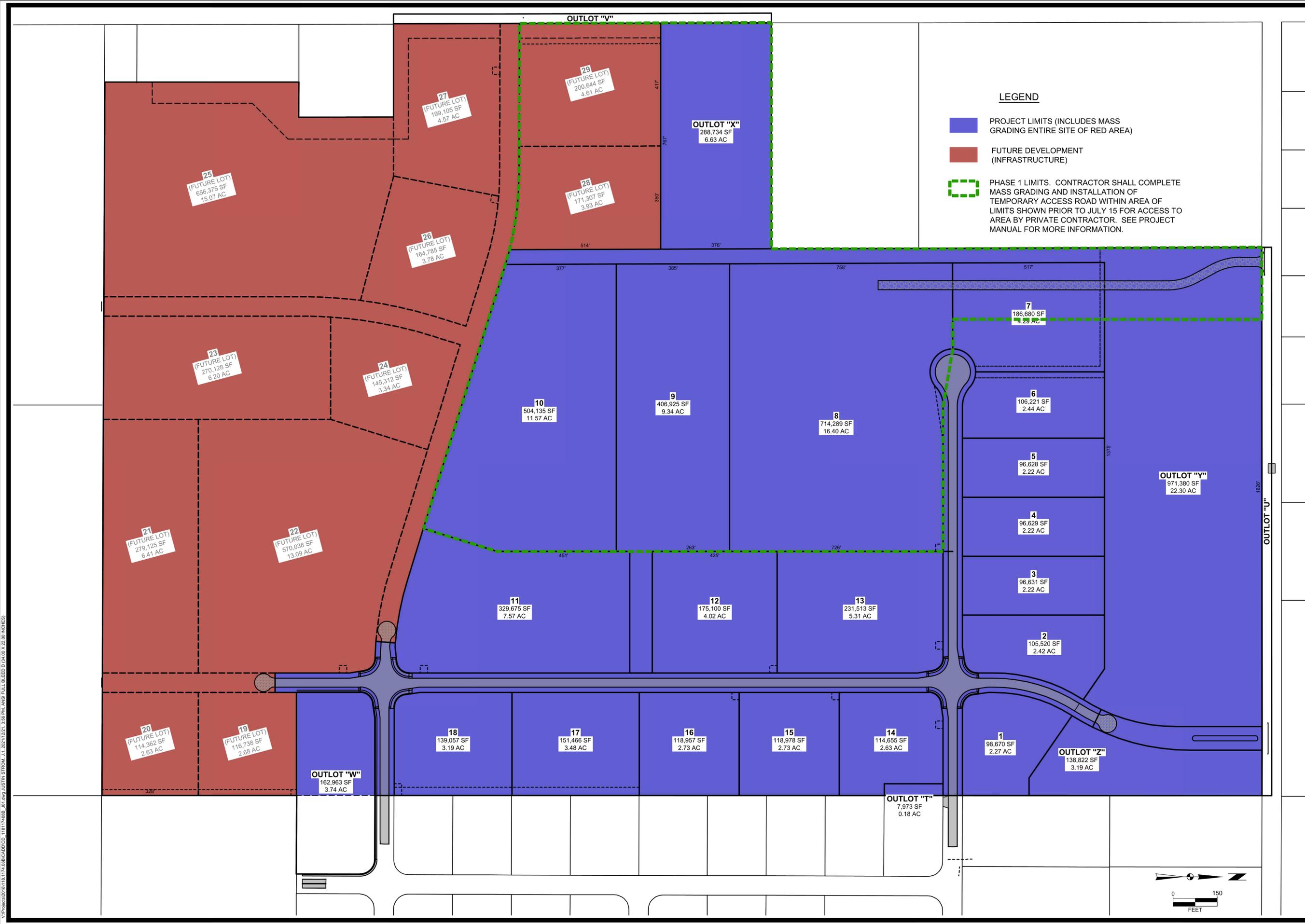


Project No: 118.1174.08B  
 Sheet H.1

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 200'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B

Sheet H.1



MARK	REVISION	DATE	BY

Engineer: KRN  
Checked By: KIS  
Scale: 1" = 150'

Technician: PCK  
Date: 11-05-2021  
T-R-S: 89N-14W-34

Project No: 118.1174.08B  
Sheet J.1

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**PHASING PLAN**

**CEDAR FALLS, IOWA**

**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B  
Sheet J.1

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# TRAFFIC CONTROL PLAN

108-23A  
08-01-08

The Contractor shall be responsible for installing and maintaining temporary and permanent traffic control signing along the project corridor and detour routes.

The Contractor shall coordinate traffic control with other projects in the area.

Traffic control on this project shall be found in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways as adopted by the Iowa Department of Transportation per 761 of the Iowa Administrative Code (IAC) Chapter 13.

Ingress and egress from the work area will be allowed only at locations specified in the contract documents or as approved by the Engineer. All truck hauling material to and from the work area shall display a 16-inch x 48-inch retro reflective sign with the legend "DO NO FOLLOW INTO THE WORK AREA". The sign shall be orange with black lettering (4-inch height) and be comprised of Type VII sheeting.

All traffic control devices shall be furnished, erected, maintained, cleaned, and removed by the Contractor. All traffic control will remain the sole responsibility of the Contractor. The Contractor shall check traffic control devices daily and repair or replace damaged devices promptly.

Where possible, all post mounted signs shall be placed at least 2 feet beyond the curb or edge of shoulder. All signs to be in place longer than three days must be mounted.

The location for storage of equipment by the Contractor during non-working hours shall be as approved by the Engineer in charge of construction. The Contractor will be responsible for securing a safe storage area for equipment and materials to be used on the project.

Permanent signing that conveys a message contrary to the message for the temporary signing and not applicable to the working conditions shall be covered by the Contractor when directed by the Engineer.

The Contractor shall provide, prior to the start of construction, the name and 24 hour phone number of the Contractor's representative in charge of traffic control. The project site must be patrolled a minimum of two (2) times each 24 hour period to check and reinstall, if necessary, traffic control devices. All extra standard traffic control, signs, barricades, cones, etc. that are required will be delivered and installed at the project with within four (4) hours notification, including weekends.

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**TRAFFIC CONTROL NOTES**

**CEDAR FALLS, IOWA**

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CEDAR RAPIDS, IOWA 52404  
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Project No: 118.1174.08B

Sheet J.2

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NOTE: PROJECT CONSTRUCTION SHALL ONLY BE ACCESSED FROM THE EXISTING INDUSTRIAL PARK DEAD END/CONNECTION LOCATIONS AT VENTURE WAY AND TECHNOLOGY PARKWAY

① **W VIKING RD**  
  
 W20-2  
 48" x 48"

② **W VIKING RD**  
 DETOUR  
  
 SPECIAL

③ **W VIKING RD**  
 DETOUR  
  
 SPECIAL

④ **W VIKING RD**  
 DETOUR  


⑤ **V VIKING RD**  
 END DETOUR  
  
 SPECIAL

⑥ **ROAD CLOSED**  
 AHEAD  
 LOCAL TRAFFIC ONLY  
  
 R11-3A  
 60" X 30"

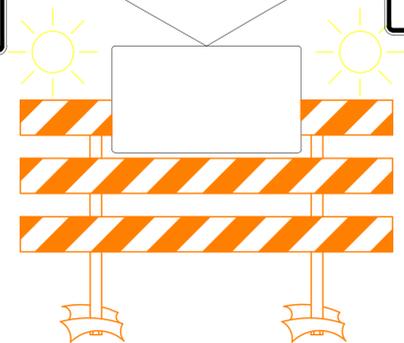
⑦ **ROAD CLOSED**  
 R11-2  
 48" X 30"  
 INSTALL BARRICADES AND ROAD CLOSED SIGNS, WITH CONSTRUCTION FENCE AT CONSTRUCTION SITE ENTRANCES.  


**LEGEND**

-  TRAFFIC SIGN
-  TYPE 'A' SAFETY CLOSURE
-  WORK AREA
- ① CONSTRUCTION SIGN IDENTIFICATION

**ROAD CLOSED AHEAD LOCAL TRAFFIC ONLY**  
 R11-3A  
 60" X 30"

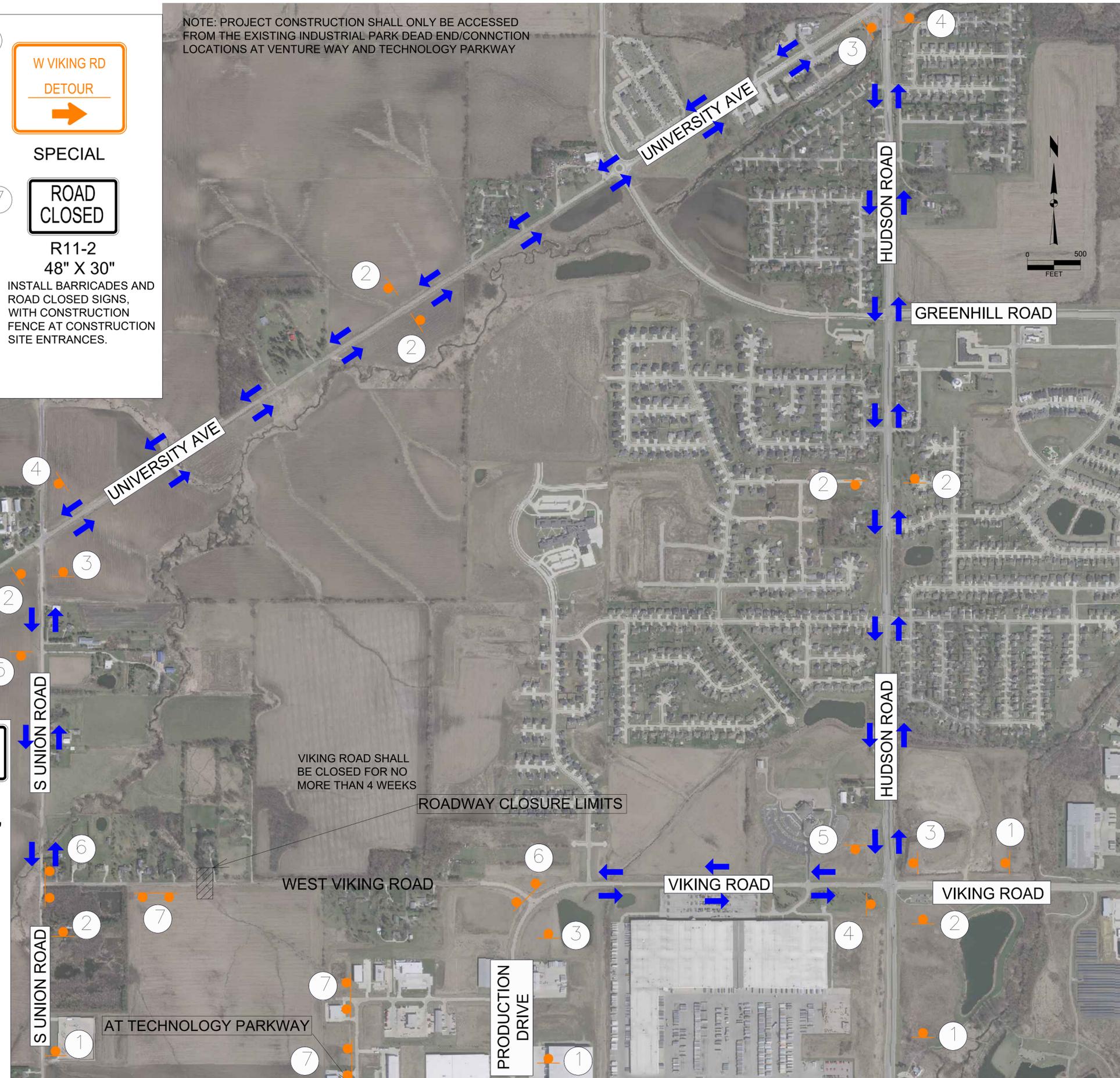
**ROAD CLOSED**  
 R11-2  
 48" X 30"



0 500 1000  
 FEET

**↑**  
 N

**↔** = PUBLIC DETOUR ROUTE



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 500'	
Technician: PCP	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B  
 Sheet J.3

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**TRAFFIC CONTROL DETOUR ROUTE**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**

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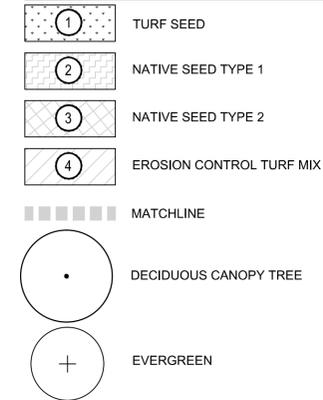
Project No: 118.1174.08B  
 Sheet J.3

GENERAL LANDSCAPE NOTES

- UTILITY WARNING: THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
- MULCH SHALL NOT BE PLACED AROUND THE COLLAR OF SHRUB OR TREE. PROVIDE A MINIMUM OF 2" BETWEEN MULCH AND COLLAR OF SHRUB OR TREE.
- ALL PLANT MATERIAL SHALL BE GROWN IN ZONE CAPABLE OF WITHSTANDING LOCAL CLIMATE AND GROWING CONDITIONS.
- TREE OR SHRUB SHALL STAND PLUMB. DO NOT ALLOW AIR POCKETS TO FORM WHEN BACK FILLING.
- LIVE PLANTS CAN BE PLANTED IN THE FIELD DURING THE GROWING SEASON FROM SEPTEMBER 1 TO OCTOBER 15 AND PRIOR TO JUNE 1, BUT NOT AFTER CANDLES EXCEED 1 INCH FOR EVERGREENS. DECIDUOUS PLANTS (B&B AND CONTAINER) TO BE INSTALLED AUGUST 15 TO OCTOBER 15 AND IN THE SPRING PRIOR TO JUNE 1. ANY SUGGESTED PLANTING TIMES NOT IN THIS WINDOW SHALL BE APPROVED BY LANDSCAPE ARCHITECT. IF PLANTING OCCURS OUTSIDE OF THIS WINDOW, ADDITIONAL MEASURES MAY NEED TO BE TAKEN (I.E. MULCH) TO ENSURE PLANT SURVIVAL. IN THESE INSTANCES, THE CONTRACT PRICE MAY NEED TO BE ADJUSTED ACCORDINGLY.
- PLANTS SHOULD BE WATERED IN AFTER INSTALLATION TO ENSURE THEIR SURVIVAL. THIS TYPICALLY INVOLVES WATERING AT TIME OF INSTALLATION AND 2 TIMES WEEKLY FOR A ONE MONTH PERIOD OR UNTIL GROUND FREEZE UP IF NATURAL RAINFALLS ARE INSUFFICIENT. A SINGLE WATERING EVENT INVOLVES WATERING THE SOIL IN THE PLANTED AREAS TO THE POINT OF SATURATION BUT STOPPING SHORT OF SOIL DISPLACEMENT. SHOULD VERY DRY CONDITIONS DEVELOP WITHIN ONE YEAR OF PLANTING, ADDITIONAL WATERINGS MAY BE NECESSARY. CONSULTANT OR LANDSCAPE ARCHITECT WILL DETERMINE THIS AND CONTRACT PRICES MAY BE ADJUSTED TO ACCOMMODATE THIS ACTION.
- ALL PLANT MATERIAL SHALL BE SPECIMEN QUALITY, HEALTHY, FREE OF DISEASE AND INSECTS AND SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS. PLANTS SHALL ALSO BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT VIGOROUS GROWTH.
- ALL PROPOSED PLANTS SHALL BE LOCATED AS SHOWN ON PLANS. ALL TREES TO BE PLANTED A MINIMUM DISTANCE OF 5 FEET FROM PAVEMENTS AND 6 FEET FROM ALL HYDRANTS.
- CONTRACTOR IS RESPONSIBLE FOR PLANTS AWAITING INSTALLATION AND SHALL PROTECT THEM FROM INJURY AND THEFT.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
- LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS (IF INCLUDED). COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT (IF INCLUDED) SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
- ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION PER RATE IDENTIFIED BY A SOIL TEST OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.
- TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
- THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR FURROW LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS (IF INCLUDED). NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
- ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
- ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
- ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
- EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
- WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
- WHEN PLANTER POTS ARE SHOWN ON PLANS, CONTRACTOR SHALL INCLUDE THE FOLLOWING: PLANTER MIX, ANNUAL FLOWER PLANTING PROGRAM (INCLUDES 2 PLANTINGS FOR THE 1ST YEAR (SPRING AND FALL) AND WINTER HAND-WATERING AS NEEDED). UNLESS OTHERWISE SPECIFIED, CONTRACTOR TO PROVIDE ANNUAL PLANTING SELECTION FOR REVIEW BY OWNER.
- PRIOR TO THE PLACEMENT OF MULCH AND WEED FABRIC, A GRANULAR, PRE-EMERGENT, WEED CONTROL AGENT SHALL BE ADDED TO ALL PLANTING BEDS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTION, EXCEPT AROUND ORNAMENTAL GRASSES.
- THE CONTRACTOR IS EXPECTED TO KNOW AND UNDERSTAND THE CITY AND COUNTY SPECIFICATIONS FOR LANDSCAPE. IN CASES OF DISCREPANCIES THE HIGHER OF THE TWO STANDARDS SHALL HAVE PRECEDENCE.
- ALL TREES PLANTED WITHIN RIGHT-OF-WAY WILL INCLUDE CITY APPROVED ROOT BARRIERS.
- ALL MULCH TO BE DOUBLE SHREDDED HARDWOOD MULE.

SITE PLANT SCHEDULE					
QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	COMMENTS
<b>CANOPY TREES</b>					
26	TE	Ulmus 'Morton Glossy'	TRIUMPH ELM	2-1/2" Cal.	B&B
23	SO	Quercus bicolor	SWAMP WHITE OAK	2-1/2" Cal.	B&B
11	BO	Quercus velutina	BLACK OAK	2-1/2" Cal.	B&B
9	SH	Carya ovata	SHAGBARK HICKORY	2-1/2" Cal.	B&B
8	BC	Prunus serotina	BLACK CHERRY	2-1/2" Cal.	B&B
13	KT	Gymnocladus dioica 'Espresso'	KENTUCKY COFFEE TREE	2-1/2" Cal.	B&B
12	BU	Quercus macrocarpa	BUR OAK	2-1/2" Cal.	B&B
26	HB	Celtis occidentalis	PRAIRIE PRIDE HACKBERRY	2-1/2" Cal.	B&B
19	GB	Ginkgo biloba 'Princeton Sentry'	PRINCETON SENTRY GINKGO	2-1/2" Cal.	B&B
<b>EVERGREEN TREES</b>					
62	WF	Picea abies	NORWAY SPRUCE	5' Ht.	B&B
30	WS	Picea glauca	WHITE SPRUCE	5' Ht.	B&B
59	WP	Pinus strobus	EASTERN WHITE PINE	5' Ht.	B&B
60	AP	Pinus nigra	AUSTRIAN PINE	5' Ht.	B&B
46	BH	Picea glauca var. 'Densata'	BLACK HILLS SPRUCE	5' Ht.	B&B

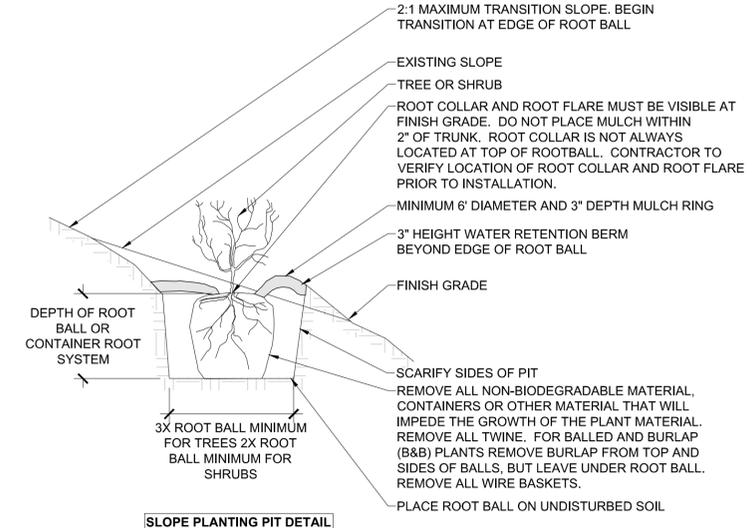
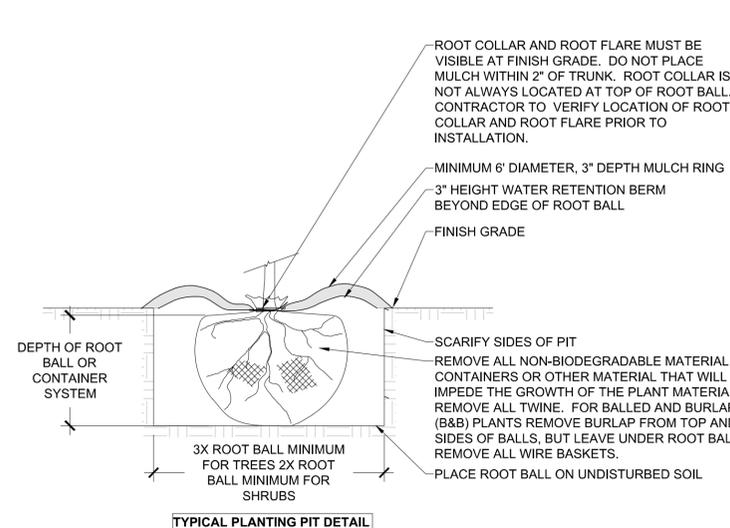
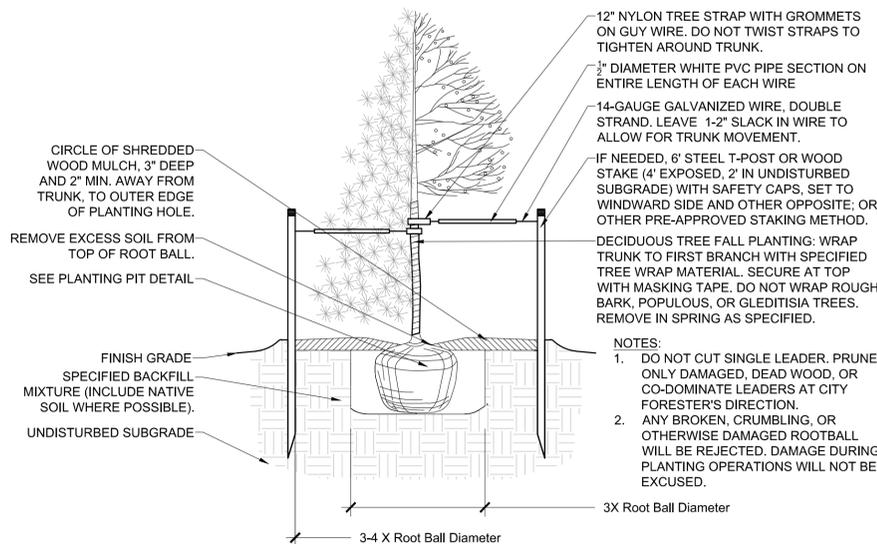
LANDSCAPE LEGEND



SEED MIX TOTALS	
TYPE	TOTAL AREA
TURF SEED	265,602 SF (6.10 AC)
NATIVE SEED TYPE 1	438,641 (10.07 AC)
NATIVE SEED TYPE 2	497,693 (11.42 AC)
EROSION CONTROL TURF MIX	7,133,421 SF (163.76 AC)

LANDSCAPE CONSTRUCTION NOTES

- TURF SEED - IOWA DOT TYPE 6 (SALT RESISTANT MIXTURE) PROVIDED BY WHITE FRONT FEED & SEED OR APPROVED EQUAL.
- NATIVE SEED TYPE 1: JUNGLE PRAIRIE SEED MIX BY PRAIRIE MOON NURSERY (<https://www.prairiemoon.com/>) OR APPROVED EQUAL.
- NATIVE SEED TYPE 2: MIXED-HEIGHT PRAIRIE SEED MIX BY PRAIRIE MOON NURSERY (<https://www.prairiemoon.com/>) OR APPROVED EQUAL.
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1 TREE PLANTING

2 PLANTING PIT

SCALE: 1/2" = 1'-0"

NO SCALE

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LANDSCAPING NOTES

CEDAR FALLS, IOWA

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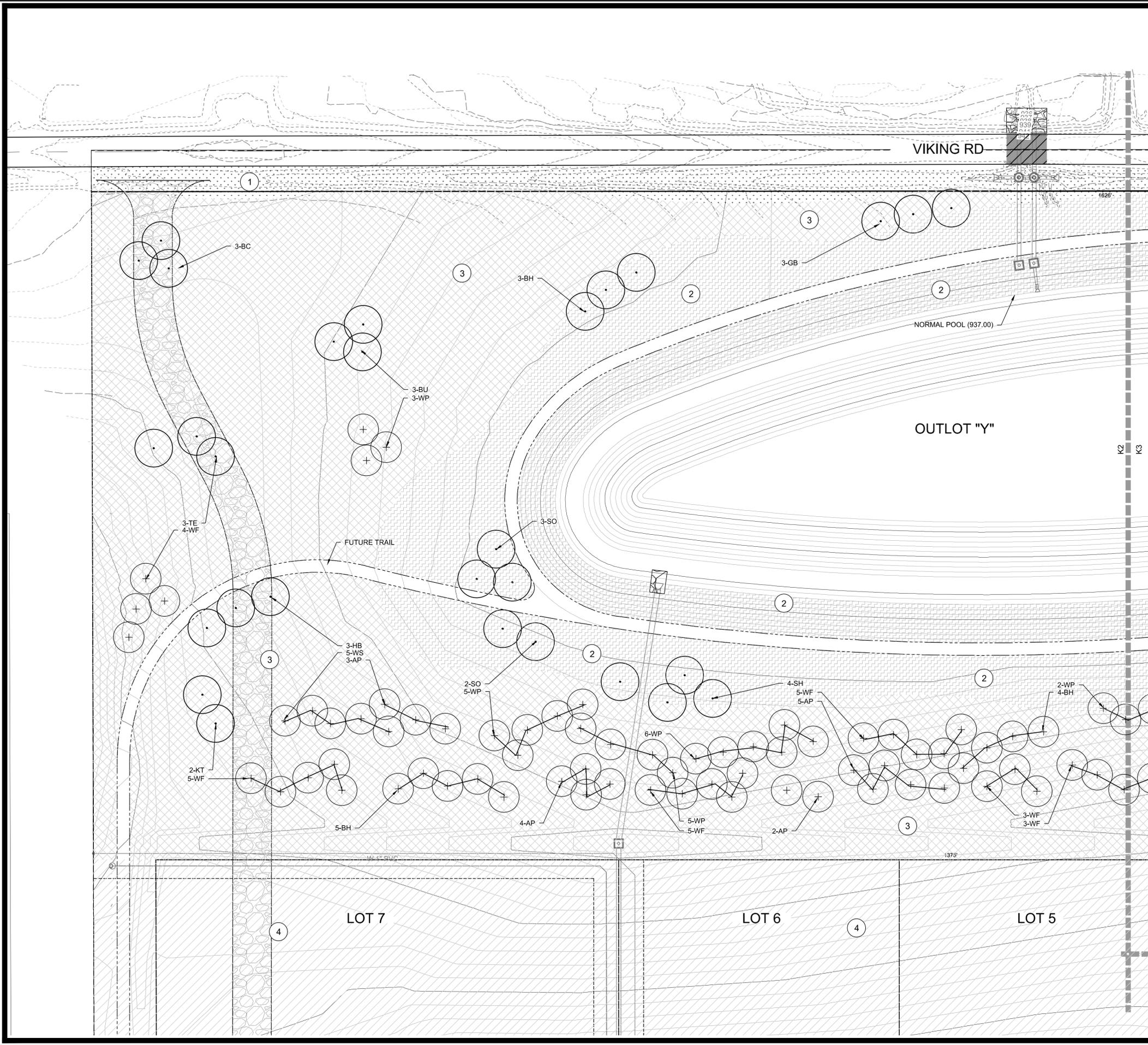
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Sheet K.1

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Sheet K.1

Project No: 118.1174.08B



**LANDSCAPE LEGEND**

- ① TURF SEED
- ② NATIVE SEED TYPE 1
- ③ NATIVE SEED TYPE 2
- ④ EROSION CONTROL TURF MIX
- ▬▬▬▬▬▬ MATCHLINE
- DECIDUOUS CANOPY TREE
- ⊕ EVERGREEN

**LANDSCAPE CONSTRUCTION NOTES**

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**SITE PLANT SCHEDULE**

KEY	COMMON NAME
<b>CANOPY TREES</b>	
TE	TRIUMPH ELM
SO	SWAMP WHITE OAK
BO	BLACK OAK
SH	SHAGBARK HICKORY
BC	BLACK CHERRY
KT	KENTUCKY COFFEE TREE
BU	BUR OAK
HB	PRAIRIE PRIDE HACKBERRY
GB	PRINCETON SENTRY GINKGO
<b>EVERGREEN TREES</b>	
WF	NORWAY SPRUCE
WS	WHITE SPRUCE
WP	EASTERN WHITE PINE
AP	AUSTRIAN PINE
BH	BLACK HILLS SPRUCE

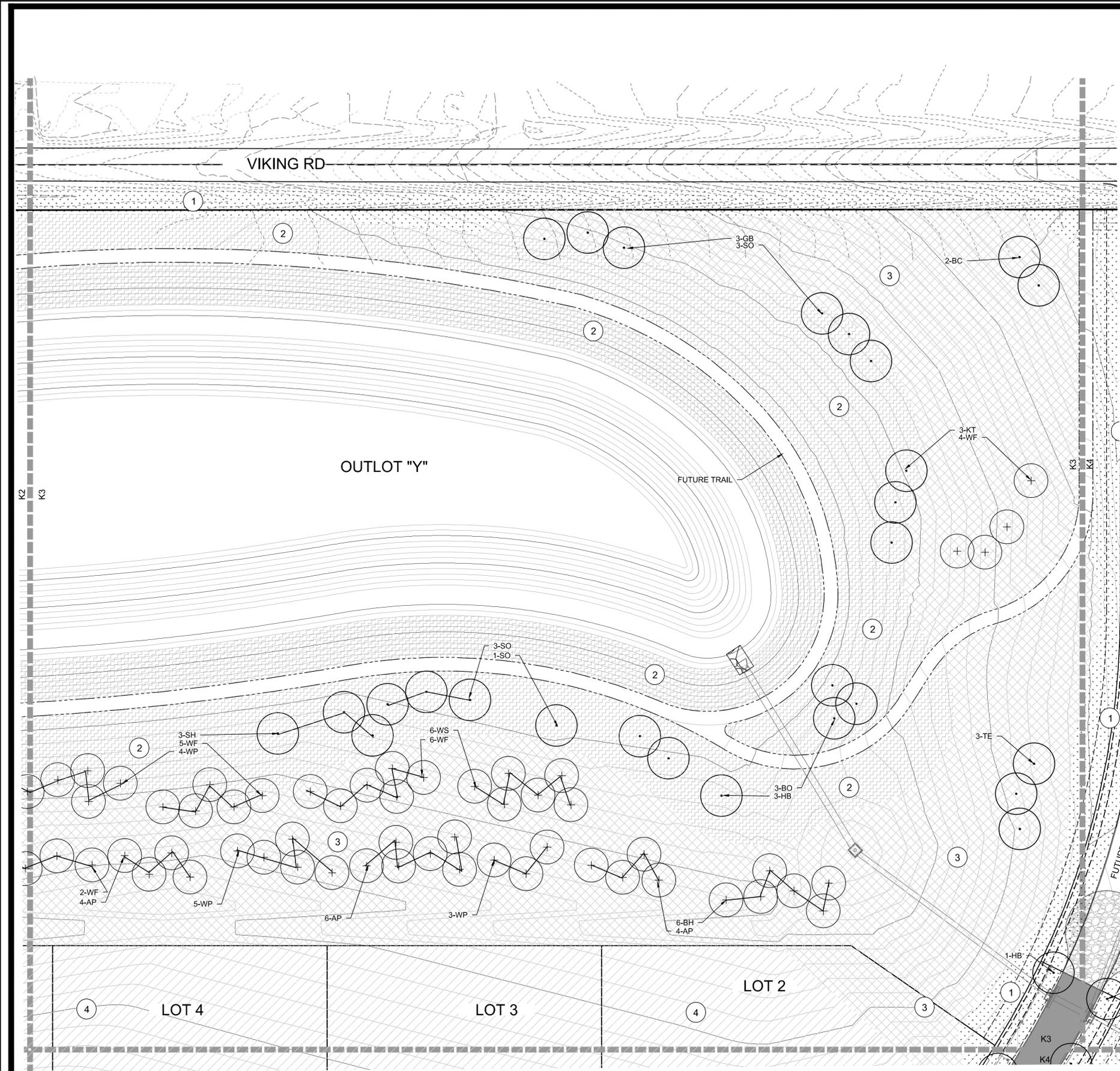


MARK	REVISION	DATE	BY
Engineer: KJS	Checked By: KJS	Date: 11-05-2021	Scale: 1" =
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B  
Sheet K.2

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**LANDSCAPING PLAN**  
**CEDAR FALLS, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet K.2



**LANDSCAPE LEGEND**

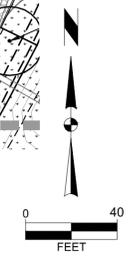
- ① TURF SEED
- ② NATIVE SEED TYPE 1
- ③ NATIVE SEED TYPE 2
- ④ EROSION CONTROL TURF MIX
- ▬▬▬▬▬▬ MATCHLINE
- DECIDUOUS CANOPY TREE
- ⊕ EVERGREEN

**LANDSCAPE CONSTRUCTION NOTES**

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**SITE PLANT SCHEDULE**

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TE	TRIUMPH ELM
SO	SWAMP WHITE OAK
BO	BLACK OAK
SH	SHAGBARK HICKORY
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KT	KENTUCKY COFFEE TREE
BU	BUR OAK
HB	PRAIRIE PRIDE HACKBERRY
GB	PRINCETON SENTRY GINKGO
<b>EVERGREEN TREES</b>	
WF	NORWAY SPRUCE
WS	WHITE SPRUCE
WP	EASTERN WHITE PINE
AP	AUSTRIAN PINE
BH	BLACK HILLS SPRUCE

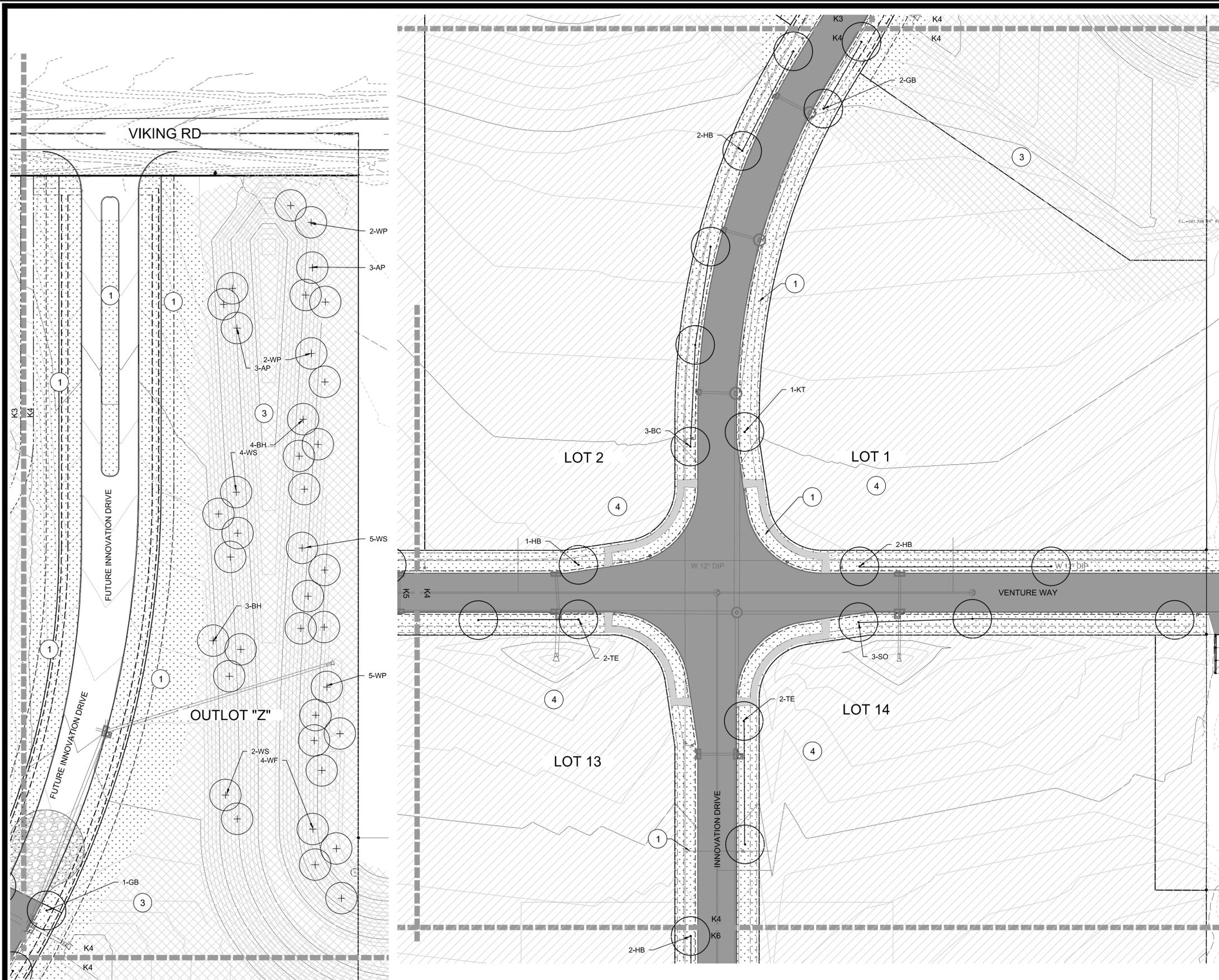


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Engineer: KJS	Checked By: KJS	Date: 11-05-2021	Scale: 1" =
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B  
Sheet K.3

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**LANDSCAPING PLAN**  
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 CEDAR RAPIDS, IOWA 52404  
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**LANDSCAPE LEGEND**

- 1 TURF SEED
- 2 NATIVE SEED TYPE 1
- 3 NATIVE SEED TYPE 2
- 4 EROSION CONTROL TURF MIX
- MATCHLINE
- DECIDUOUS CANOPY TREE
- EVERGREEN

**LANDSCAPE CONSTRUCTION NOTES**

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WP	EASTERN WHITE PINE
AP	AUSTRIAN PINE
BH	BLACK HILLS SPRUCE



**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**LANDSCAPING PLAN**

**CEDAR FALLS, IOWA**

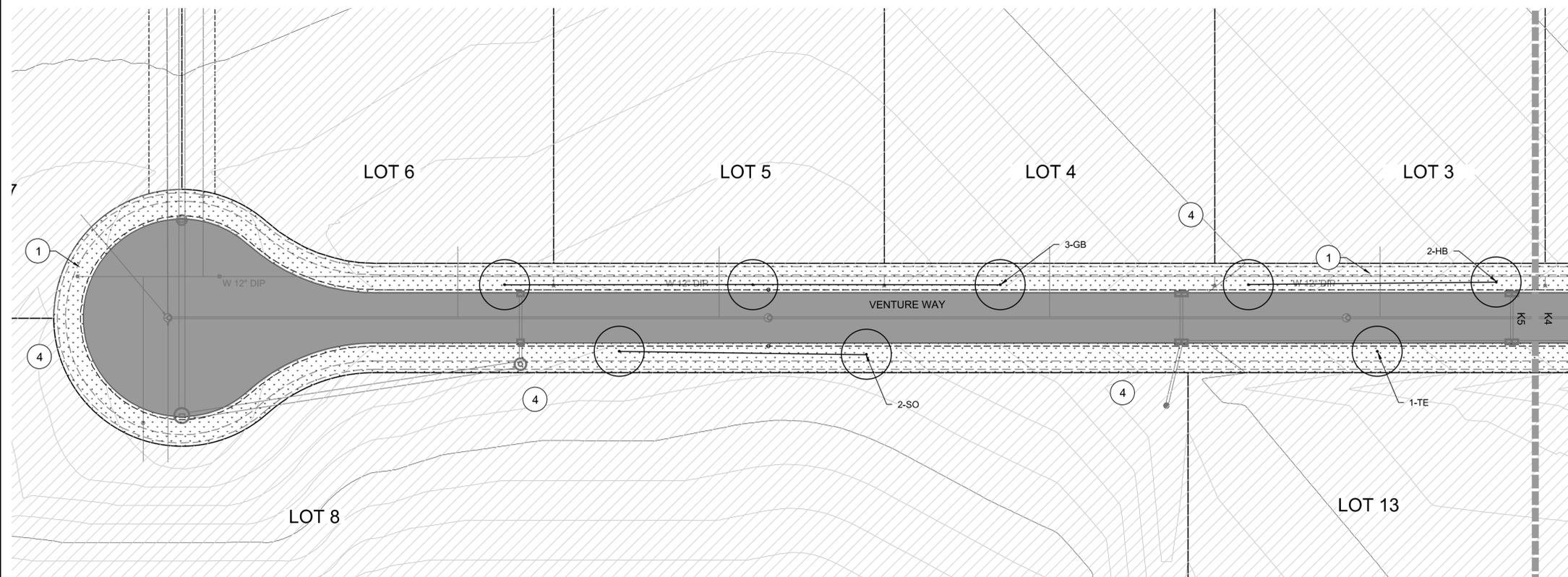
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Sheet K.4

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Technician: PCK		Date: 11-05-2021	T-R-S: 89N-14W-34

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**LANDSCAPE LEGEND**

- 1 TURF SEED
- 2 NATIVE SEED TYPE 1
- 3 NATIVE SEED TYPE 2
- 4 EROSION CONTROL TURF MIX
- MATCHLINE
- DECIDUOUS CANOPY TREE
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<b>EVERGREEN TREES</b>	
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WP	EASTERN WHITE PINE
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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**LANDSCAPING PLAN**

**CEDAR FALLS, IOWA**

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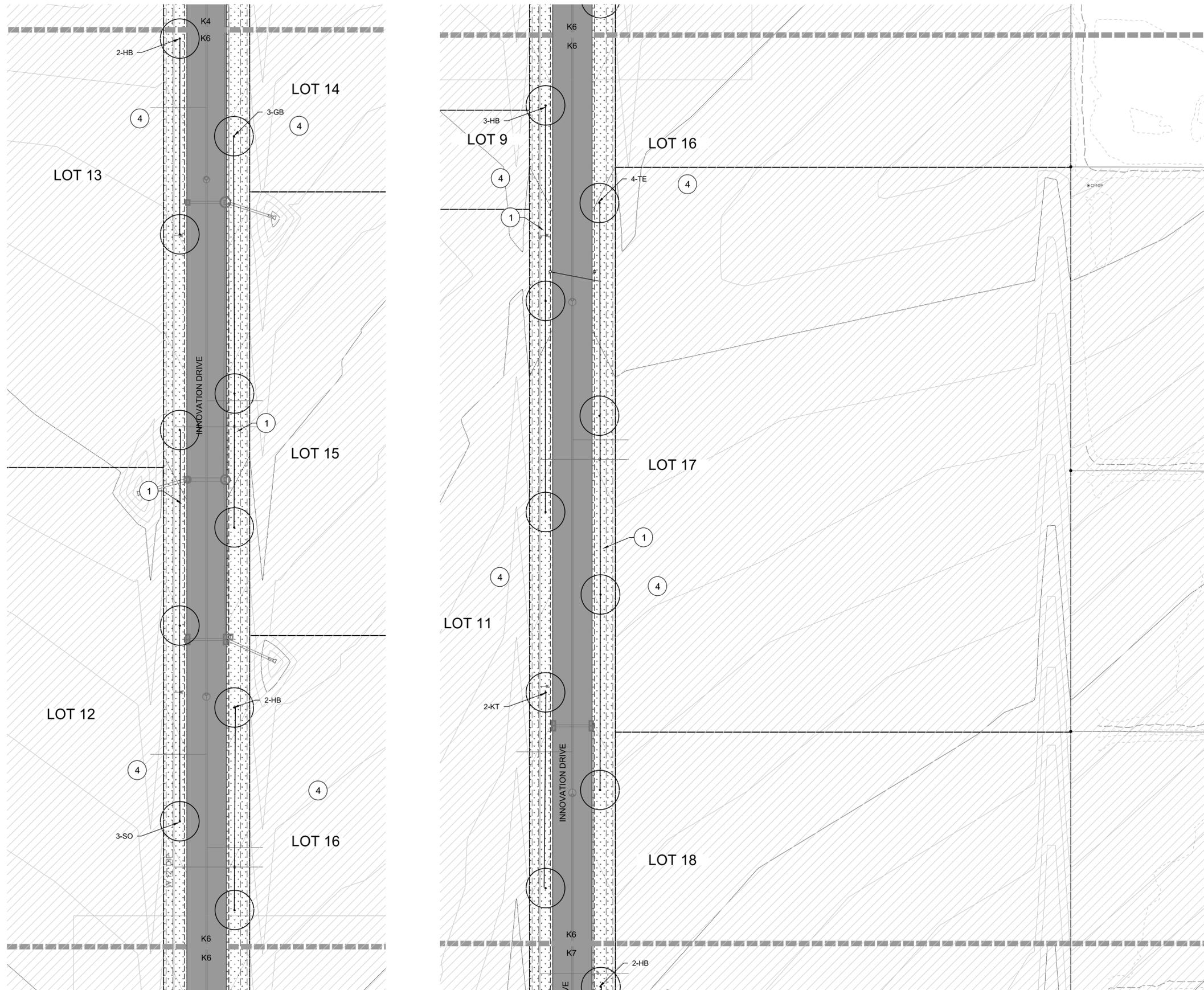
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Sheet K.5

Sheet K.5

Project No: 118.1174.08B

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**LANDSCAPE LEGEND**

- 1 TURF SEED
- 2 NATIVE SEED TYPE 1
- 3 NATIVE SEED TYPE 2
- 4 EROSION CONTROL TURF MIX
- MATCHLINE
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BH	BLACK HILLS SPRUCE



**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
LANDSCAPING PLAN**

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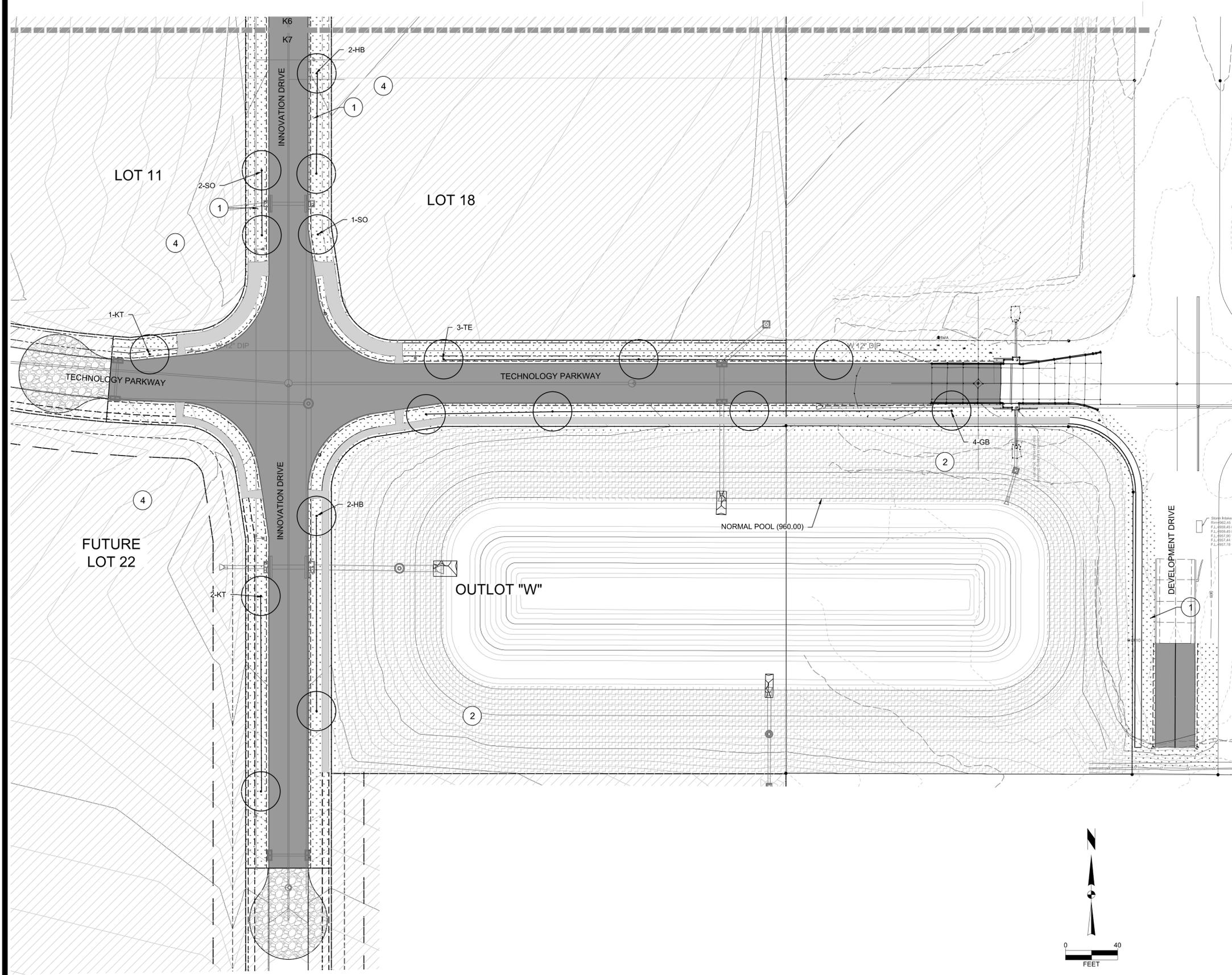


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Sheet K.6

MARK	REVISION	DATE	BY
Engineer: KRS <td>Checked By: KRS <td>Date: 11-05-2021 <td>Scale: 1" =</td> </td></td>	Checked By: KRS <td>Date: 11-05-2021 <td>Scale: 1" =</td> </td>	Date: 11-05-2021 <td>Scale: 1" =</td>	Scale: 1" =
Technician: PCK <td></td> <td>Date: 11-05-2021</td> <td>T-R-S: 89N-14W-34</td>		Date: 11-05-2021	T-R-S: 89N-14W-34

Project No: 118.1174.08B  
Sheet K.6



**LANDSCAPE LEGEND**

- 1 TURF SEED
- 2 NATIVE SEED TYPE 1
- 3 NATIVE SEED TYPE 2
- 4 EROSION CONTROL TURF MIX
- MATCHLINE
- DECIDUOUS CANOPY TREE
- EVERGREEN

**LANDSCAPE CONSTRUCTION NOTES**

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<b>EVERGREEN TREES</b>	
WF	NORWAY SPRUCE
WS	WHITE SPRUCE
WP	EASTERN WHITE PINE
AP	AUSTRIAN PINE
BH	BLACK HILLS SPRUCE

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**LANDSCAPING PLAN**

**CEDAR FALLS, IOWA**

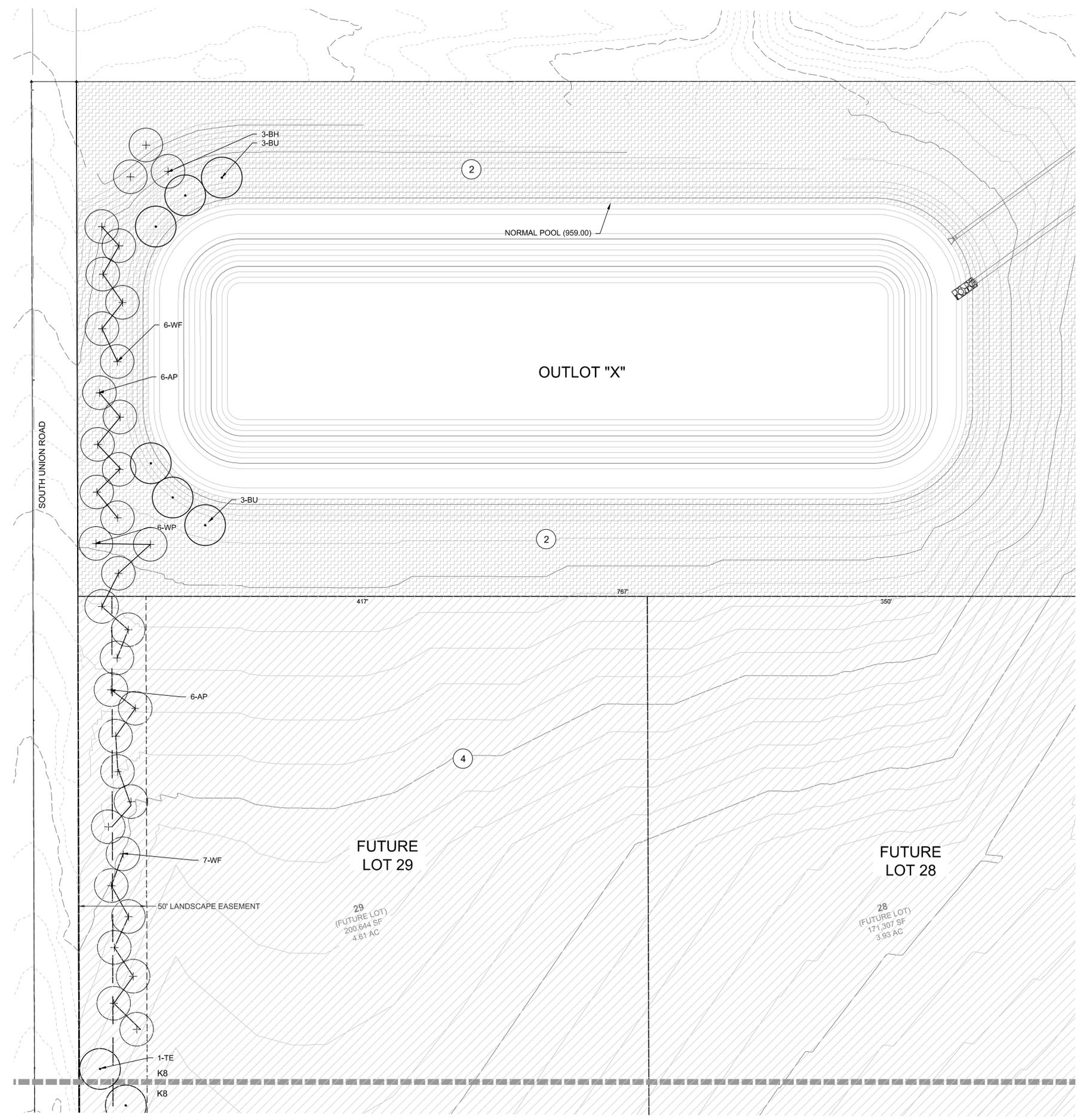
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Sheet K.7

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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet K.7



**LANDSCAPE LEGEND**

- ① TURF SEED
- ② NATIVE SEED TYPE 1
- ③ NATIVE SEED TYPE 2
- ④ EROSION CONTROL TURF MIX
- MATCHLINE
- DECIDUOUS CANOPY TREE
- + EVERGREEN

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**SITE PLANT SCHEDULE**

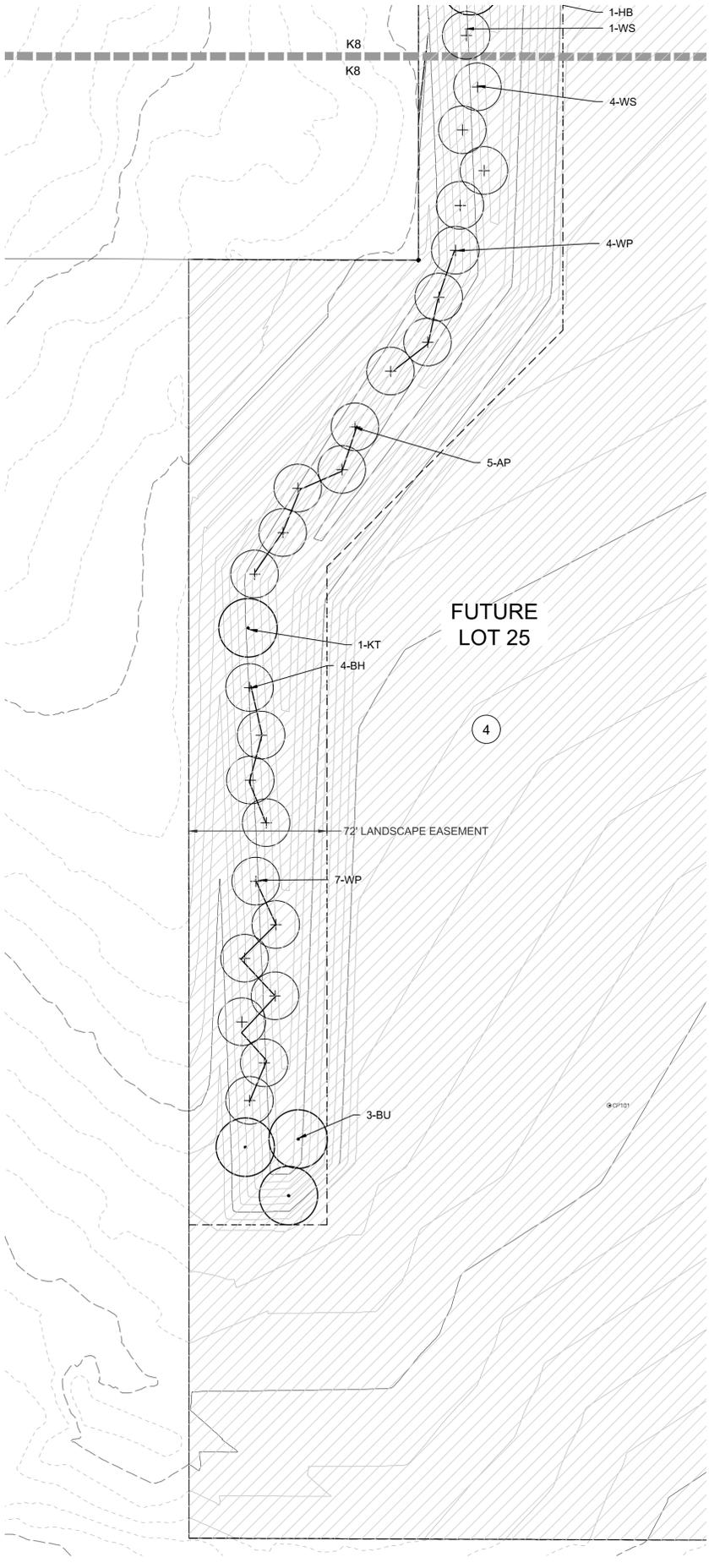
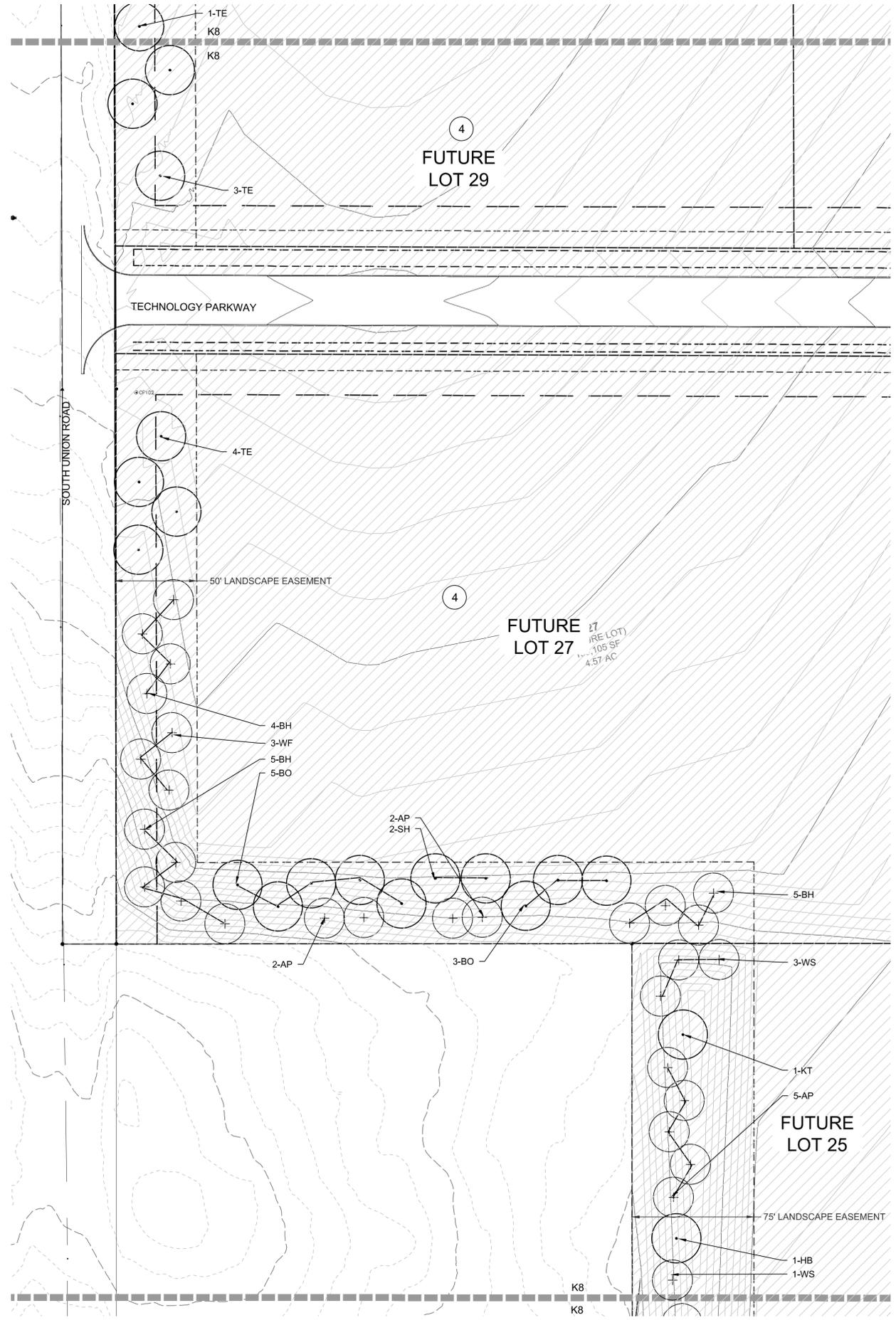
KEY	COMMON NAME
<b>CANOPY TREES</b>	
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WF	NORWAY SPRUCE
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MARK	REVISION	DATE	BY

Checked By: KJS  
 Date: 11-05-2021  
 Engineer: KRN  
 Technician: PCK  
 Project No: 118.1174.08B  
 Scale: 1" =  
 T-R-S: 89N-14W-34  
**Sheet K.8**

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**LANDSCAPING PLAN**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394 | www.snyder-associates.com





**LANDSCAPE LEGEND**

- TURF SEED
- NATIVE SEED TYPE 1
- NATIVE SEED TYPE 2
- EROSION CONTROL TURF MIX
- MATCHLINE
- DECIDUOUS CANOPY TREE
- EVERGREEN

**LANDSCAPE CONSTRUCTION NOTES**

1. TURF SEED - IOWA DOT TYPE 6 (SALT RESISTANT MIXTURE) PROVIDED BY WHITE FRONT FEED & SEED OR APPROVED EQUAL.
2. NATIVE SEED TYPE 1: JUNGLE PRAIRIE SEED MIX BY PRAIRIE MOON NURSERY (<https://www.prairiemoon.com/>) OR APPROVED EQUAL.
3. NATIVE SEED TYPE 2: MIXED-HEIGHT PRAIRIE SEED MIX BY PRAIRIE MOON NURSERY (<https://www.prairiemoon.com/>) OR APPROVED EQUAL.
4. EROSION CONTROL TURF MIX - IOWA DOT TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES) PROVIDED BY WHITE FRONT FEED & SEED OR APPROVED EQUAL. APPLY IN AREAS SHOWN ON LANDSCAPE PLANS AND IN ALL REMAINING AREAS NOT SPECIFICALLY CALLED OUT.

**SITE PLANT SCHEDULE**

KEY	COMMON NAME
<b>CANOPY TREES</b>	
TE	TRIUMPH ELM
SO	SWAMP WHITE OAK
BO	BLACK OAK
SH	SHAGBARK HICKORY
BC	BLACK CHERRY
KT	KENTUCKY COFFEE TREE
BU	BUR OAK
HB	PRAIRIE PRIDE HACKBERRY
GB	PRINCETON SENTRY GINKGO
<b>EVERGREEN TREES</b>	
WF	NORWAY SPRUCE
WS	WHITE SPRUCE
WP	EASTERN WHITE PINE
AP	AUSTRIAN PINE
BH	BLACK HILLS SPRUCE



**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**LANDSCAPING PLAN**

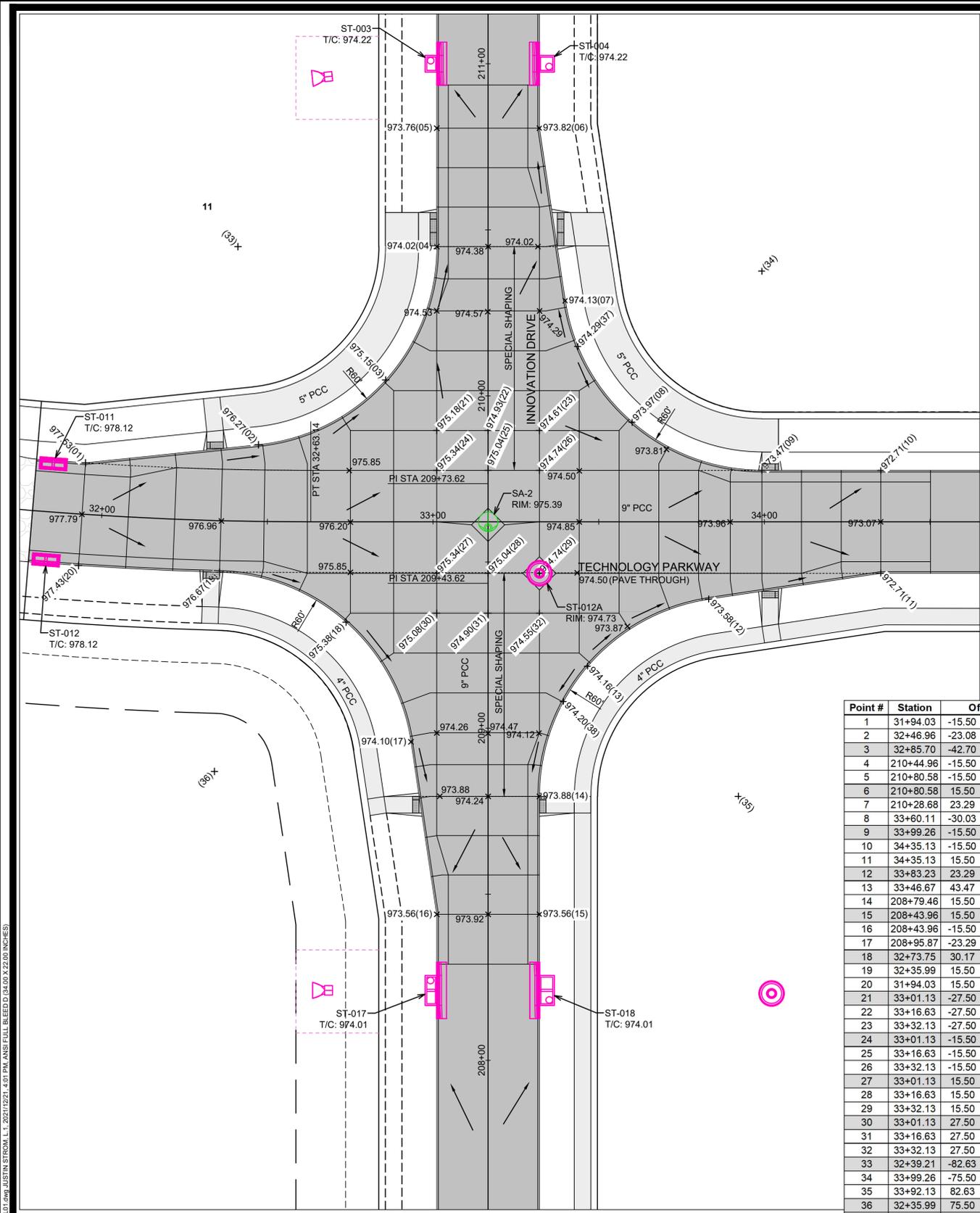
CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**



Project No: 118.1174.08B  
Sheet K.9

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" =	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet K.9

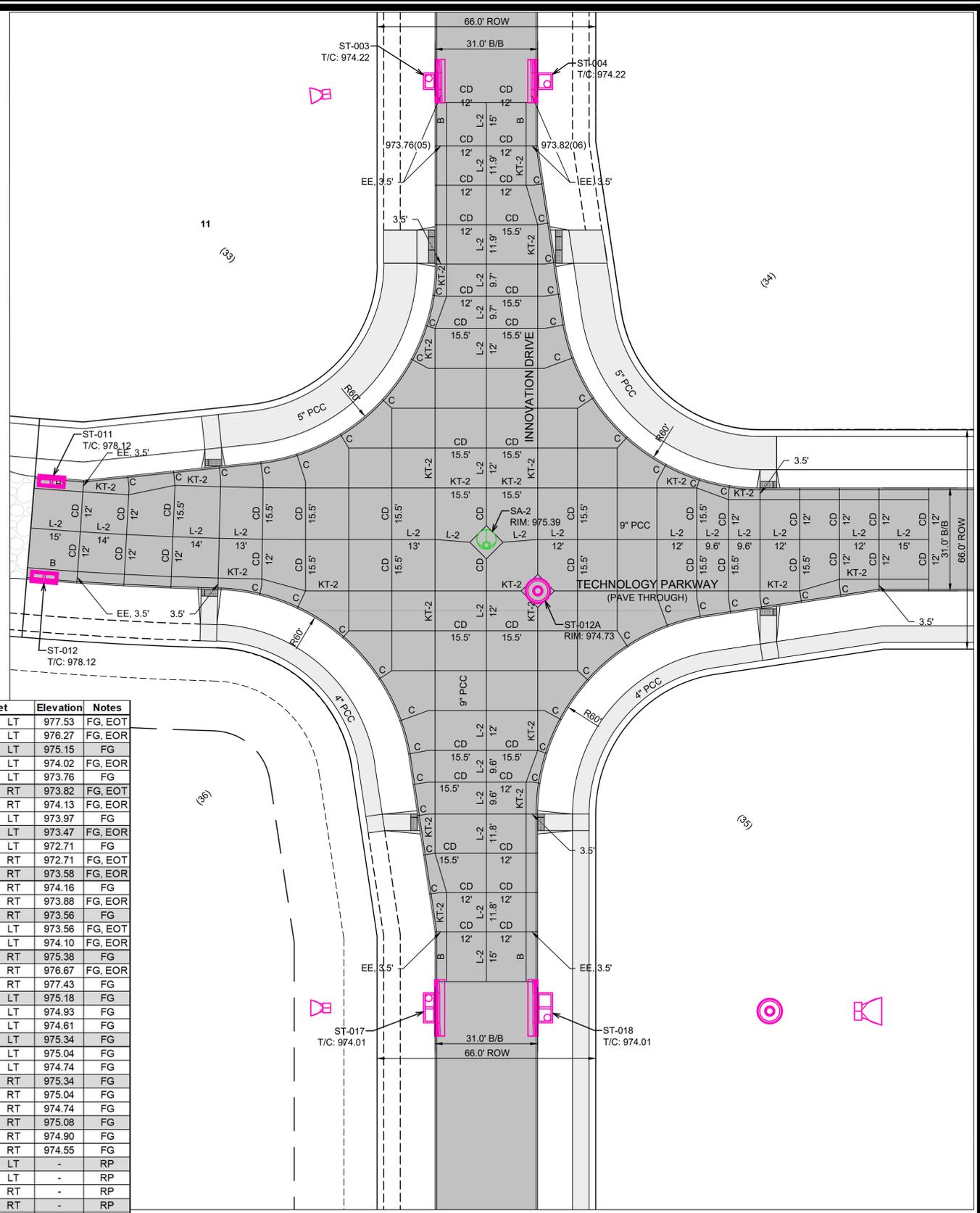


**INNOVATION DRIVE / TECHNOLOGY PARKWAY INTERSECTION DETAILS**

SCALE: 1" = 20'

Point #	Station	Offset	Elevation	Notes
1	31+94.03	-15.50	LT	977.53 FG, EOT
2	32+46.96	-23.08	LT	976.27 FG, EOR
3	32+85.70	-42.70	LT	975.15 FG
4	210+44.96	-15.50	LT	974.02 FG, EOR
5	210+80.58	-15.50	LT	973.76 FG
6	210+80.58	15.50	RT	973.82 FG, EOT
7	210+28.68	23.29	RT	974.13 FG, EOR
8	33+60.11	-30.03	LT	973.97 FG
9	33+99.26	-15.50	LT	973.47 FG, EOR
10	34+35.13	-15.50	LT	972.71 FG
11	34+35.13	15.50	RT	972.71 FG, EOT
12	33+83.23	23.29	RT	973.58 FG, EOR
13	33+46.67	43.47	RT	974.16 FG
14	208+79.46	15.50	RT	973.88 FG, EOR
15	208+43.96	15.50	RT	973.56 FG
16	208+43.96	-15.50	LT	973.56 FG, EOT
17	208+95.87	-23.29	LT	974.10 FG, EOR
18	32+73.75	30.17	RT	975.38 FG
19	32+35.99	15.50	RT	976.67 FG, EOR
20	31+94.03	15.50	RT	977.43 FG
21	33+01.13	-27.50	LT	975.18 FG
22	33+16.63	-27.50	LT	974.93 FG
23	33+32.13	-27.50	LT	974.61 FG
24	33+01.13	-15.50	LT	975.34 FG
25	33+16.63	-15.50	LT	975.04 FG
26	33+32.13	-15.50	LT	974.74 FG
27	33+01.13	15.50	RT	975.34 FG
28	33+16.63	15.50	RT	975.04 FG
29	33+32.13	15.50	RT	974.74 FG
30	33+01.13	27.50	RT	975.08 FG
31	33+16.63	27.50	RT	974.90 FG
32	33+32.13	27.50	RT	974.55 FG
33	32+39.21	-82.63	LT	- RP
34	33+99.26	-75.50	LT	- RP
35	33+92.13	82.63	RT	- RP
36	32+35.99	75.50	RT	- RP
37	210+14.90	27.08	RT	974.29 FG, HP
38	209+08.00	22.72	RT	974.20 FG, HP

Note: All elevations are top of slab unless otherwise noted.  
 FG: Form Grade  
 EOR: End of Return  
 EOT: End of Taper  
 RP: Radius Point  
 HP: High Point



**INNOVATION DRIVE / TECHNOLOGY PARKWAY JOINTING DETAILS**

SCALE: 1" = 20'

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**GEOMETRIC STAKING AND JOINTING**

**SNYDER & ASSOCIATES, INC.**



Project No: 118.1174.08B  
 Sheet L.1

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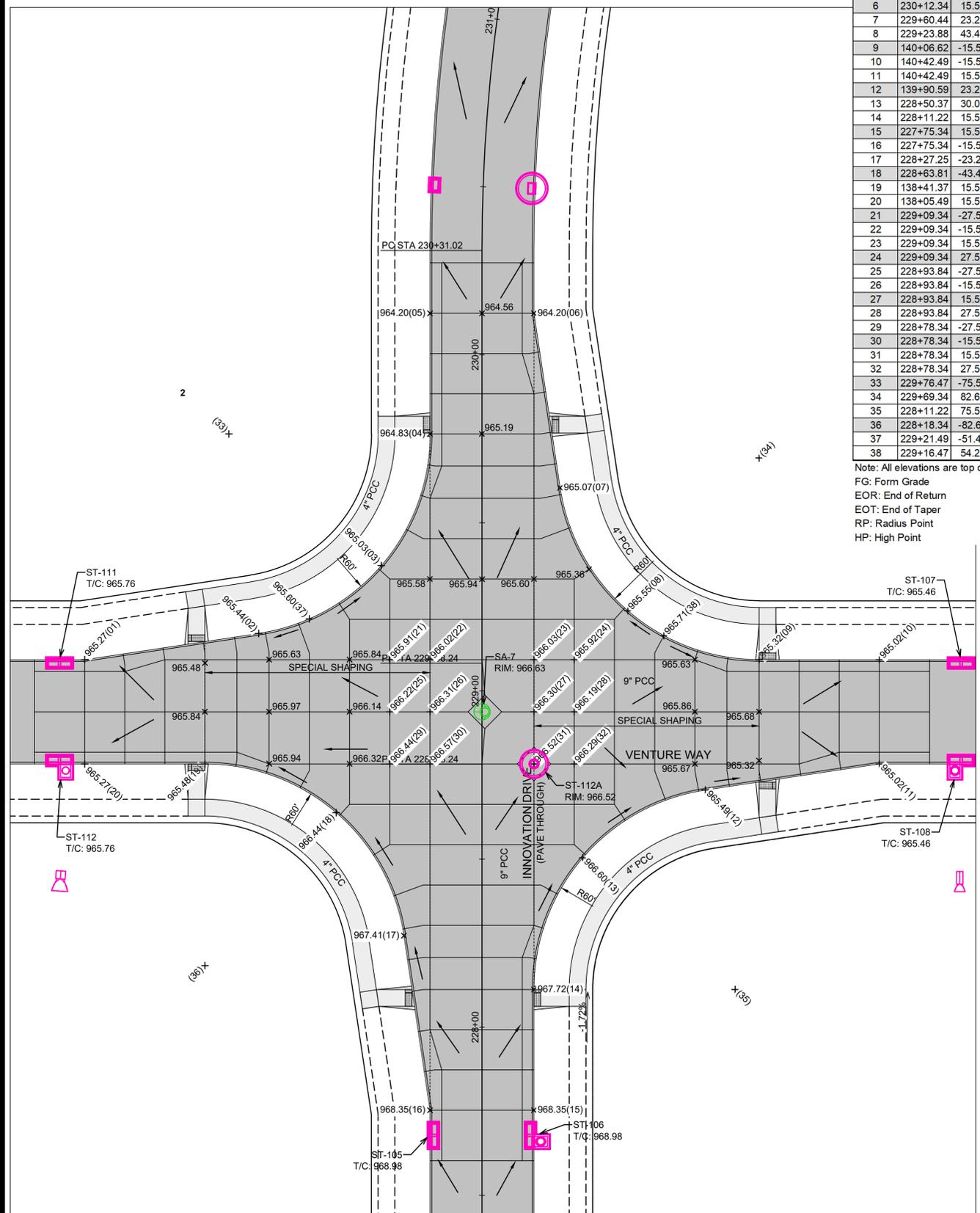
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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet L.1

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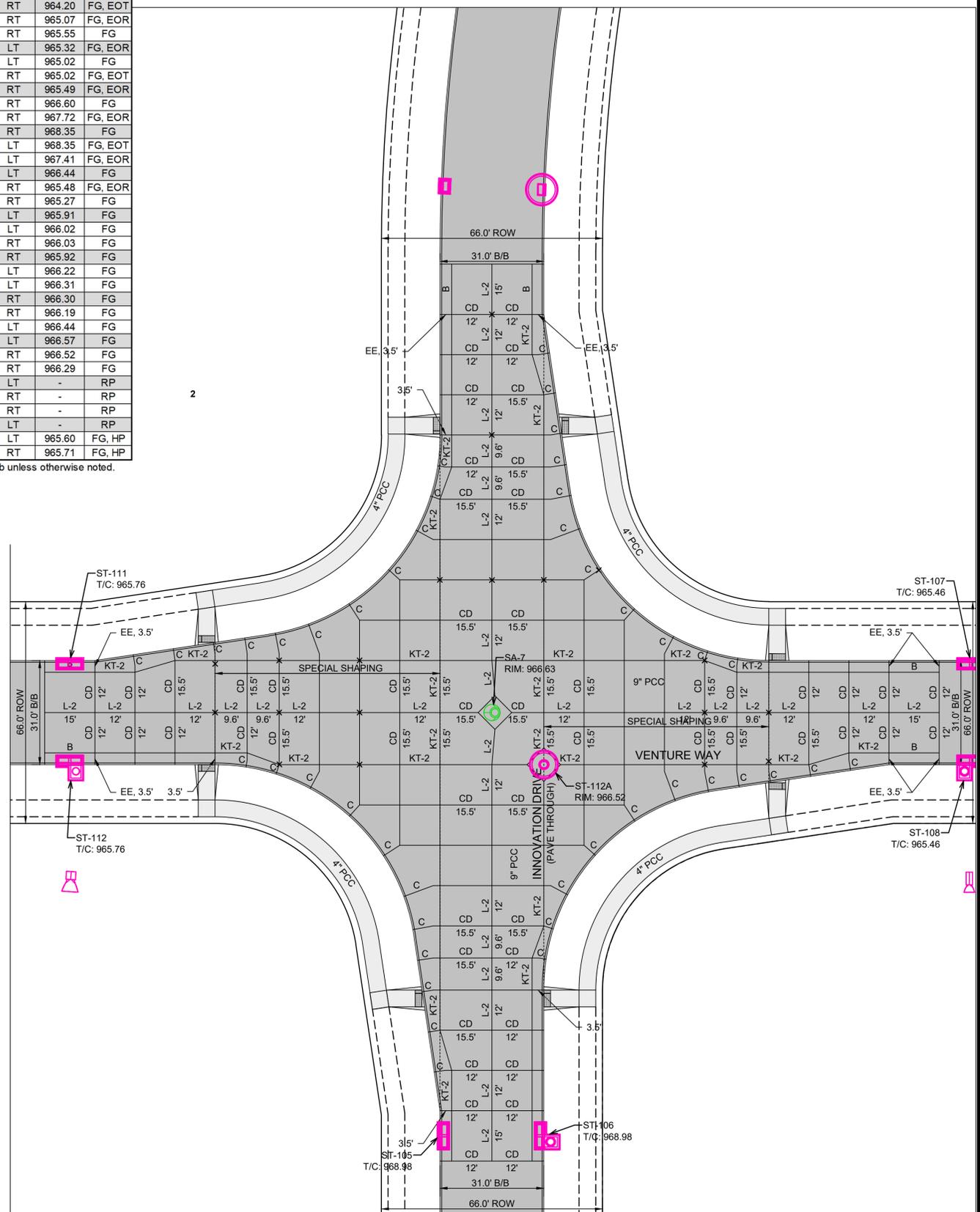


Point #	Station	Offset	Elevation	Notes
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2	138+57.40	-23.29	LT	965.44 FG, EOR
3	229+37.32	-30.03	LT	965.03 FG
4	229+76.47	-15.50	LT	964.83 FG, EOR
5	230+12.34	-15.50	LT	964.20 FG
6	230+12.34	15.50	RT	964.20 FG, EOT
7	229+60.44	23.29	RT	965.07 FG, EOR
8	229+23.88	43.47	RT	965.55 FG
9	140+06.62	-15.50	LT	965.32 FG, EOR
10	140+42.49	-15.50	LT	965.02 FG
11	140+42.49	15.50	RT	965.02 FG, EOT
12	139+90.59	23.29	RT	965.49 FG, EOR
13	228+50.37	30.03	RT	966.60 FG
14	228+11.22	15.50	RT	967.72 FG, EOR
15	227+75.34	15.50	RT	968.35 FG
16	227+75.34	-15.50	LT	968.35 FG, EOT
17	228+27.25	-23.29	LT	967.41 FG, EOR
18	228+63.81	-43.47	LT	966.44 FG
19	138+41.37	15.50	RT	965.48 FG, EOR
20	138+05.49	15.50	RT	965.27 FG
21	229+09.34	-27.50	LT	965.91 FG
22	229+09.34	-15.50	LT	966.02 FG
23	229+09.34	15.50	RT	966.03 FG
24	229+09.34	27.50	RT	965.92 FG
25	228+93.84	-27.50	LT	966.22 FG
26	228+93.84	-15.50	LT	966.31 FG
27	228+93.84	15.50	RT	966.30 FG
28	228+93.84	27.50	RT	966.19 FG
29	228+78.34	-27.50	LT	966.44 FG
30	228+78.34	-15.50	LT	966.57 FG
31	228+78.34	15.50	RT	966.52 FG
32	228+78.34	27.50	RT	966.29 FG
33	229+76.47	-75.50	LT	- RP
34	229+69.34	82.63	RT	- RP
35	228+11.22	75.50	RT	- RP
36	228+18.34	-82.63	LT	- RP
37	229+21.49	-51.48	LT	965.60 FG, HP
38	229+16.47	54.25	RT	965.71 FG, HP

Note: All elevations are top of slab unless otherwise noted.  
 FG: Form Grade  
 EOR: End of Return  
 EOT: End of Taper  
 RP: Radius Point  
 HP: High Point



**INNOVATION DRIVE / VENTURE WAY INTERSECTION DETAILS**  
 SCALE: 1" = 20'



**INNOVATION DRIVE / VENTURE WAY JOINTING DETAILS**  
 SCALE: 1" = 20'

MARK	REVISION	DATE	BY

Checked By: KJS  
 Engineer: KRN  
 Technician: PCK  
 Date: 11-05-2021  
 Scale: 1" = 20'  
 T-R-S: 89N-14W-34  
 Project No: 118.1174.08B  
 Sheet L.3

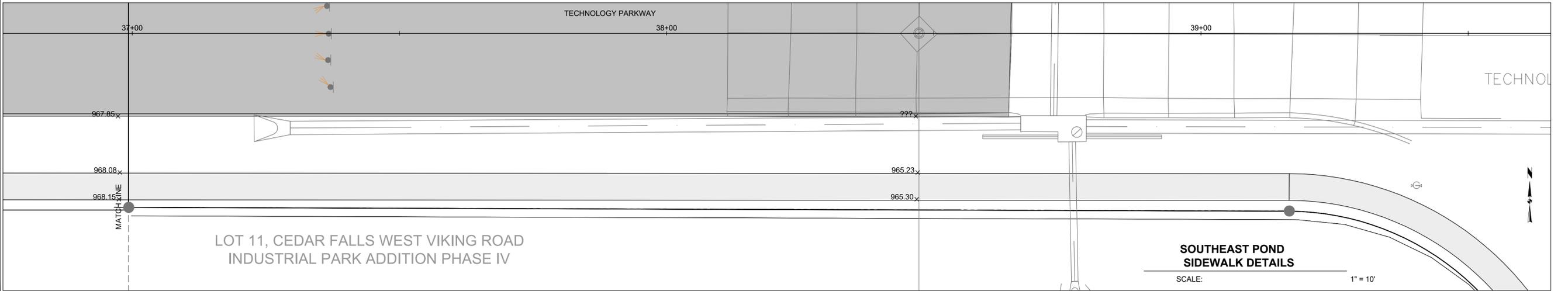
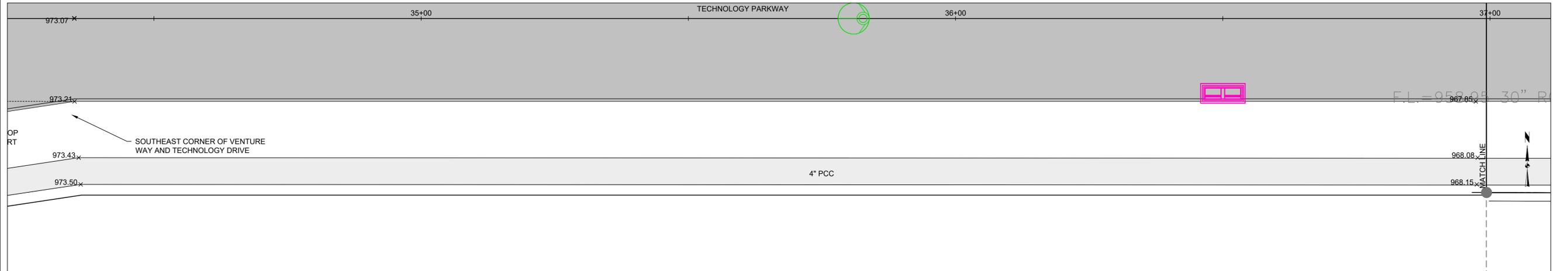
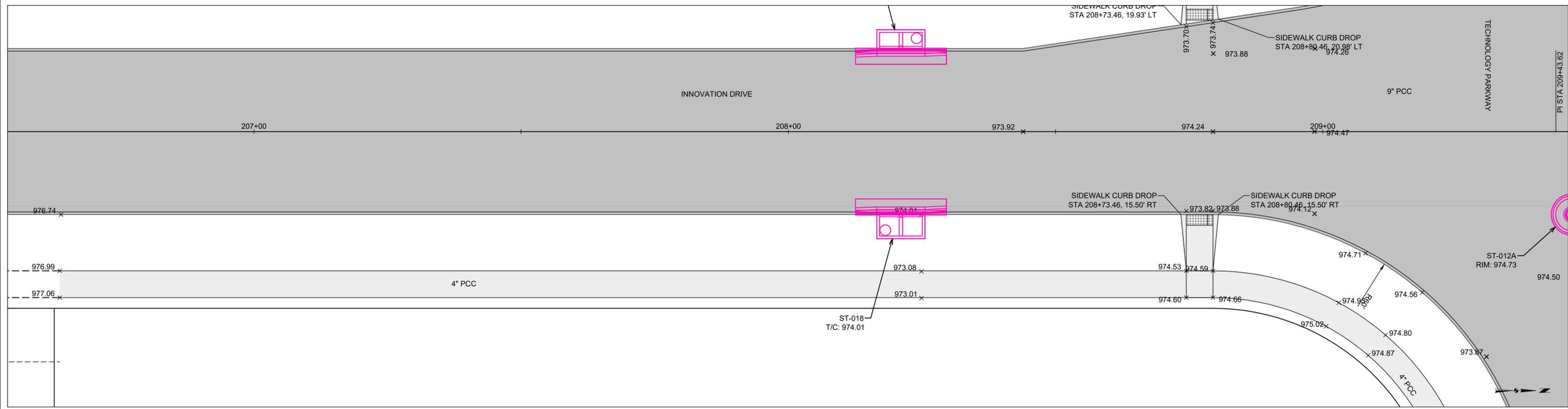
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**GEMETRIC STAKING AND JOINTING**  
**CEDAR FALLS, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet L.3

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MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 10'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B

Sheet L.5

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**SIDWALK DETAILS**

**CEDAR FALLS, IOWA**

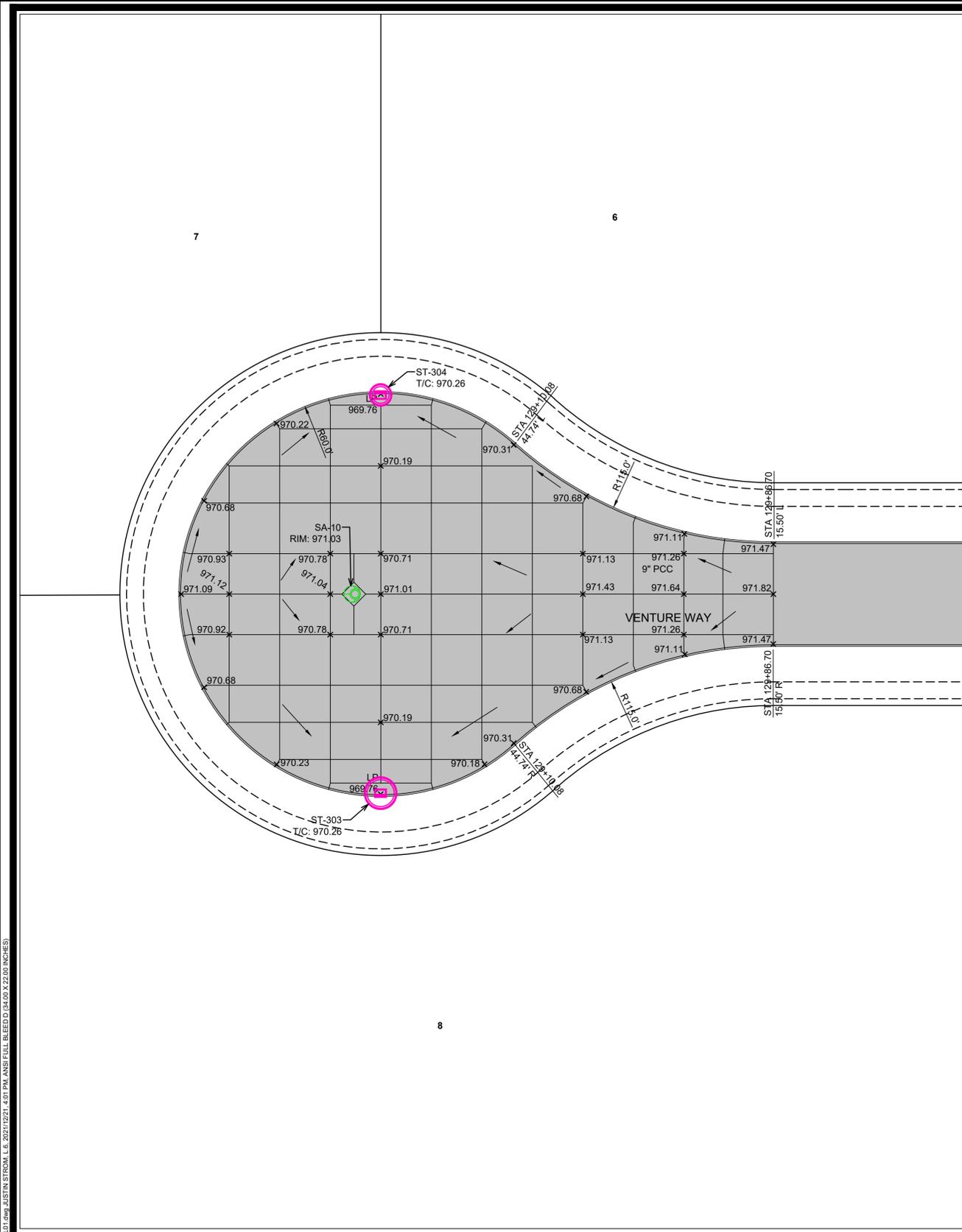
**SNYDER & ASSOCIATES, INC.**

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CEDAR RAPIDS, IOWA 52404  
319-362-9994 | www.snyder-associates.com

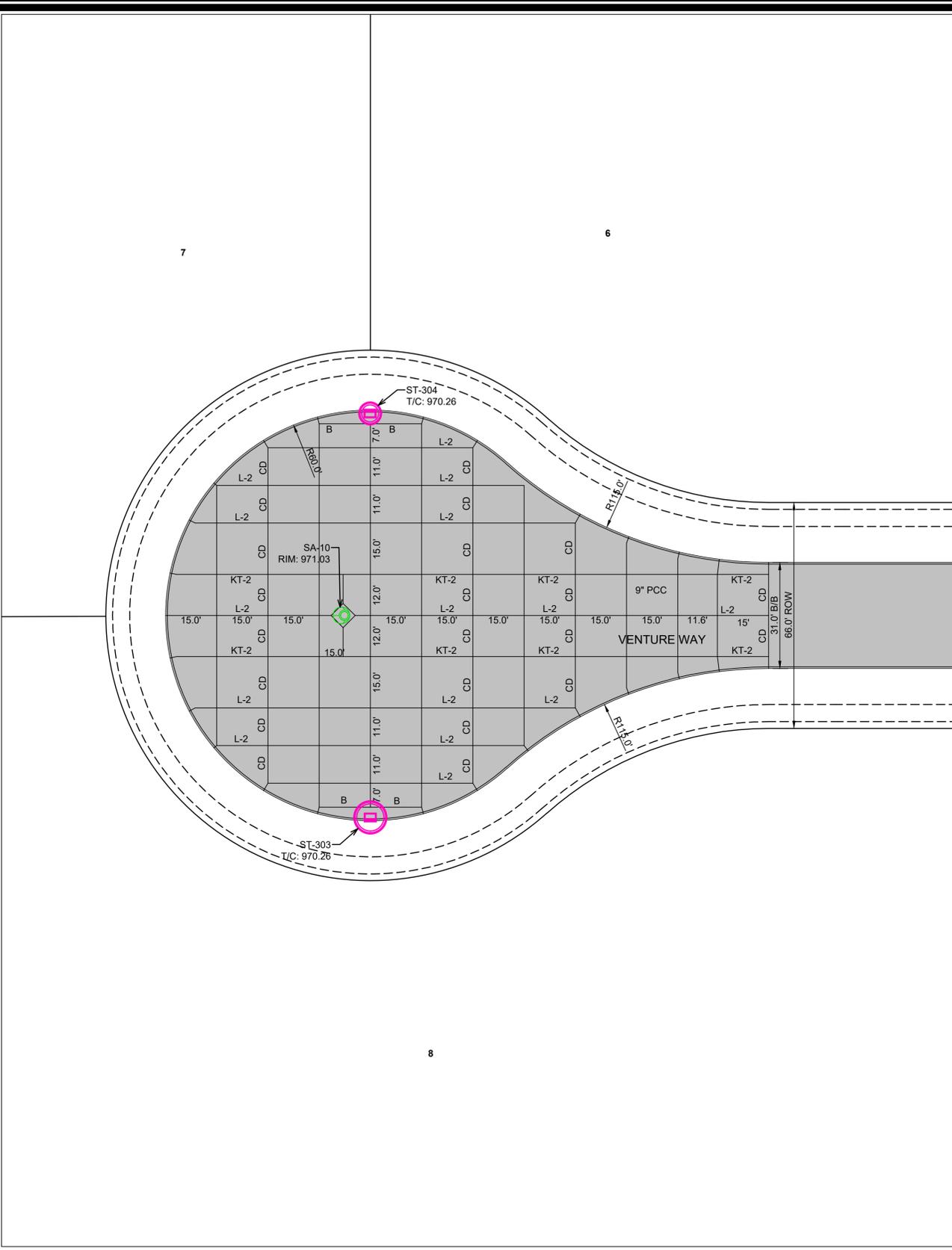
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Sheet L.5

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**VENTURE WAY CUL-DE-SAC DETAIL**  
SCALE: 1" = 20'



**VENTURE WAY CUL-DE-SAC JOINTING DETAILS**  
SCALE: 1" = 20'



**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**GEOMETRIC STAKING AND JOINTING**

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**  
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CEDAR RAPIDS, IOWA 52404  
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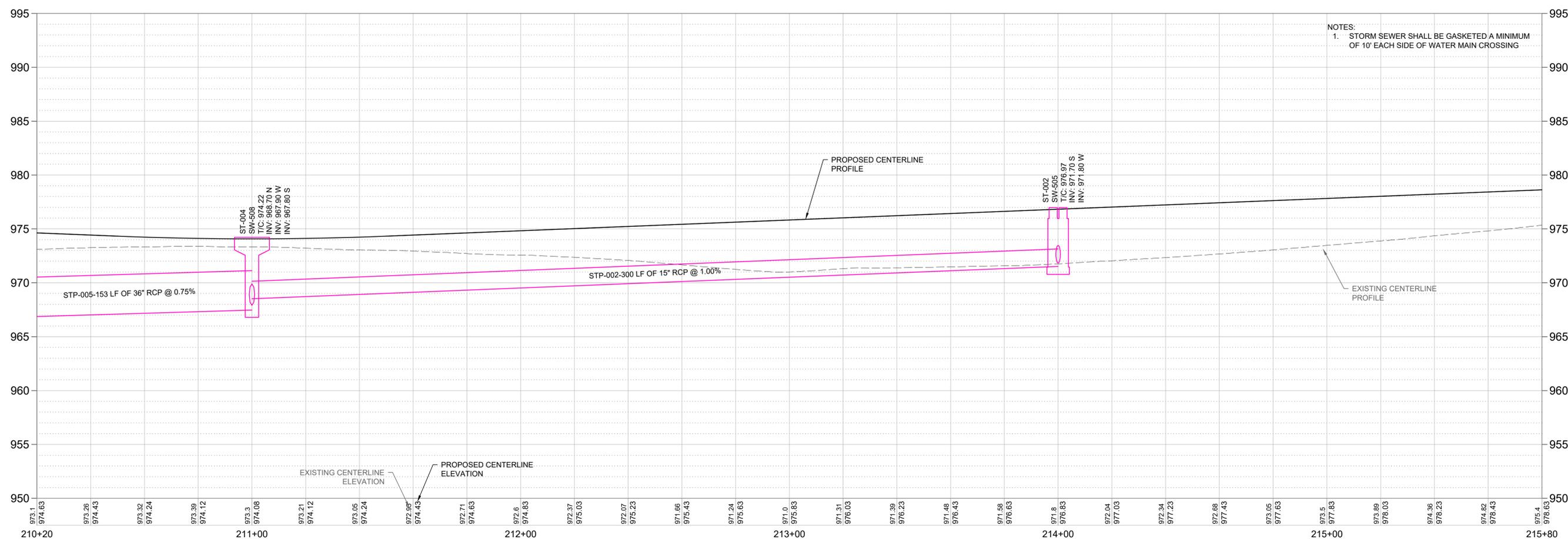
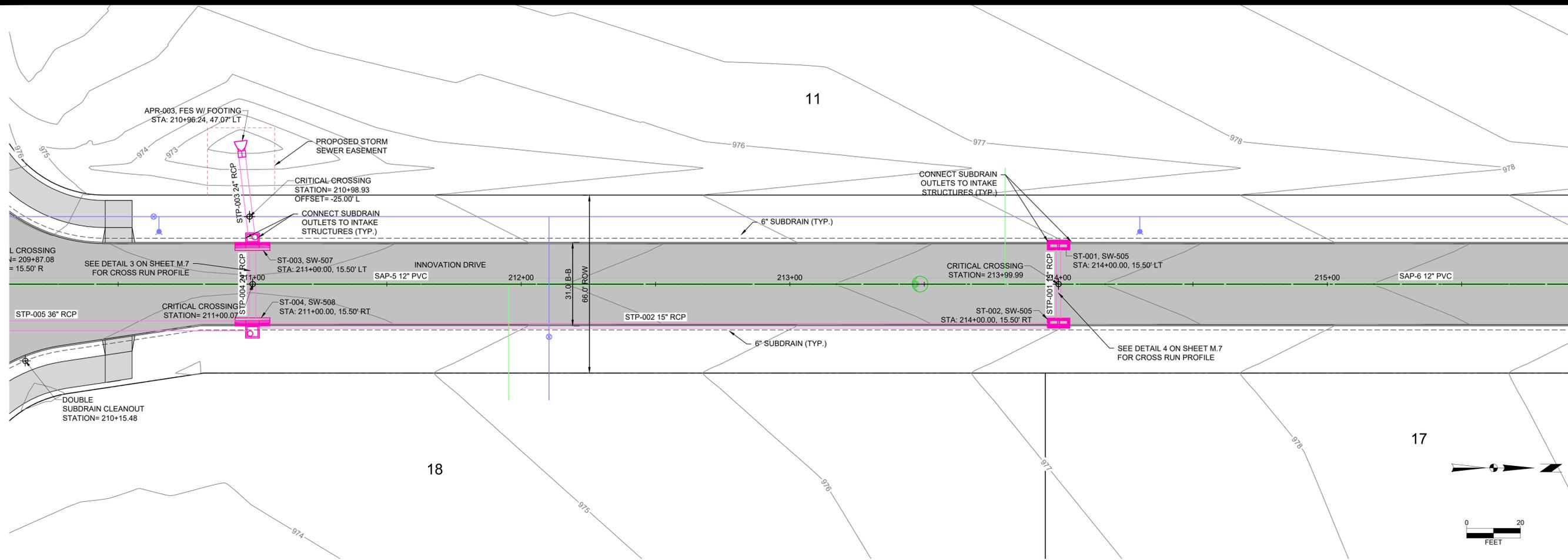


Project No: 118.1174.08B  
Sheet L.6

MARK	REVISION	DATE	BY
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Technician: PCP	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet L.6

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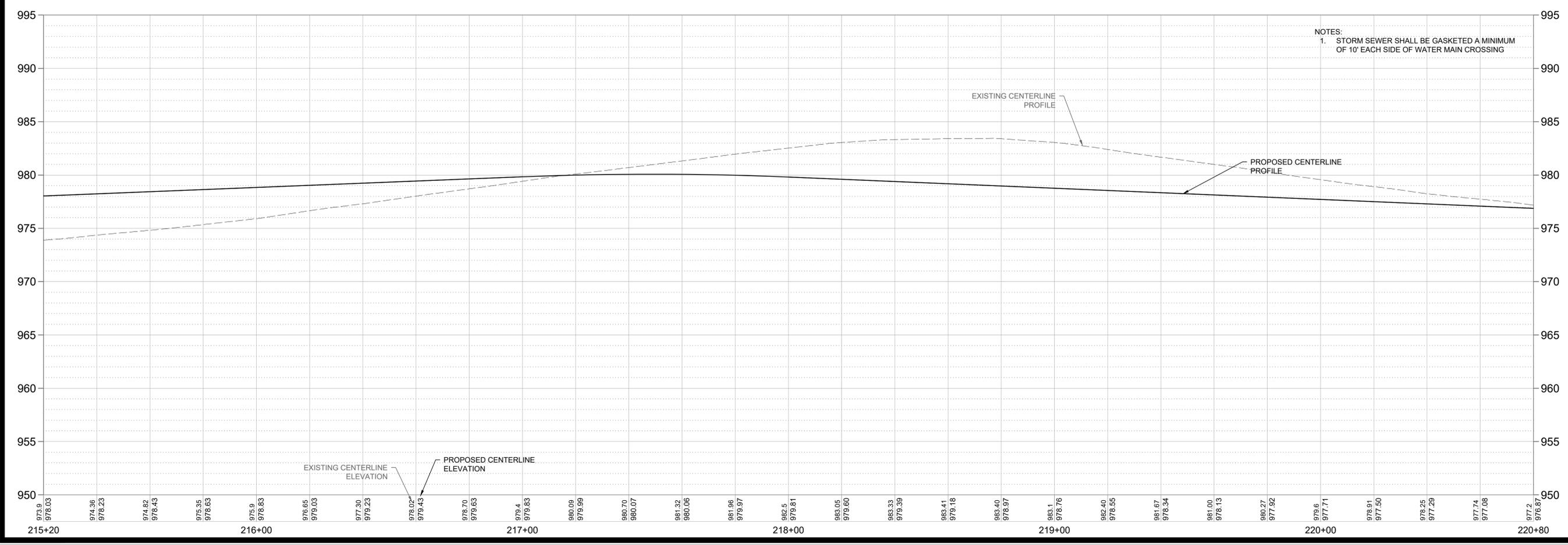
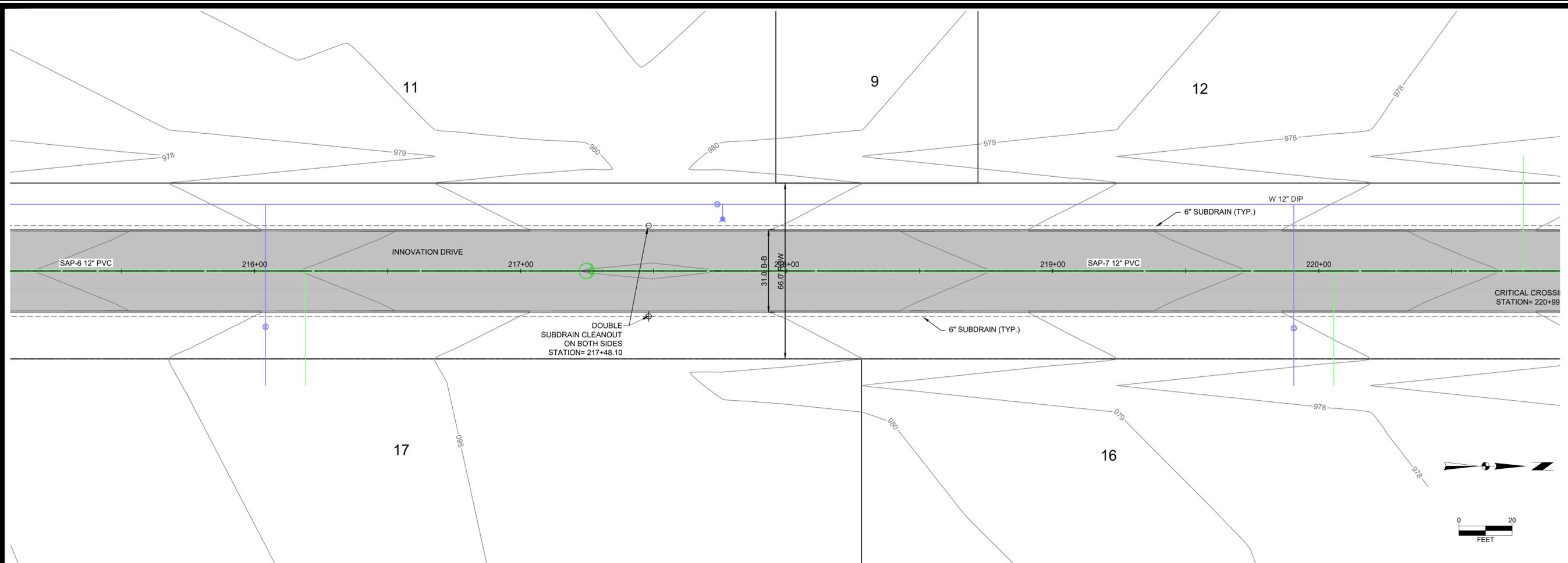


NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.2

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - INNOVATION DRIVE**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
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Project No: 118.1174.08B  
 Sheet M.2



NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

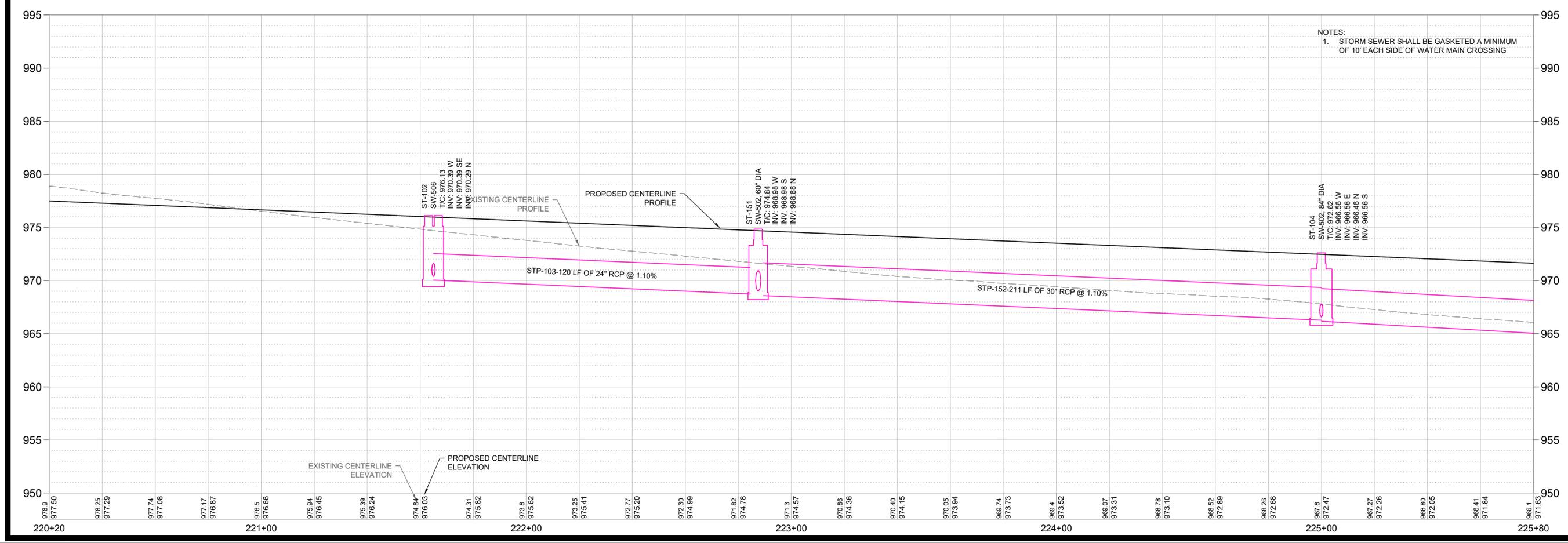
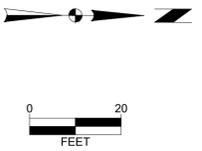
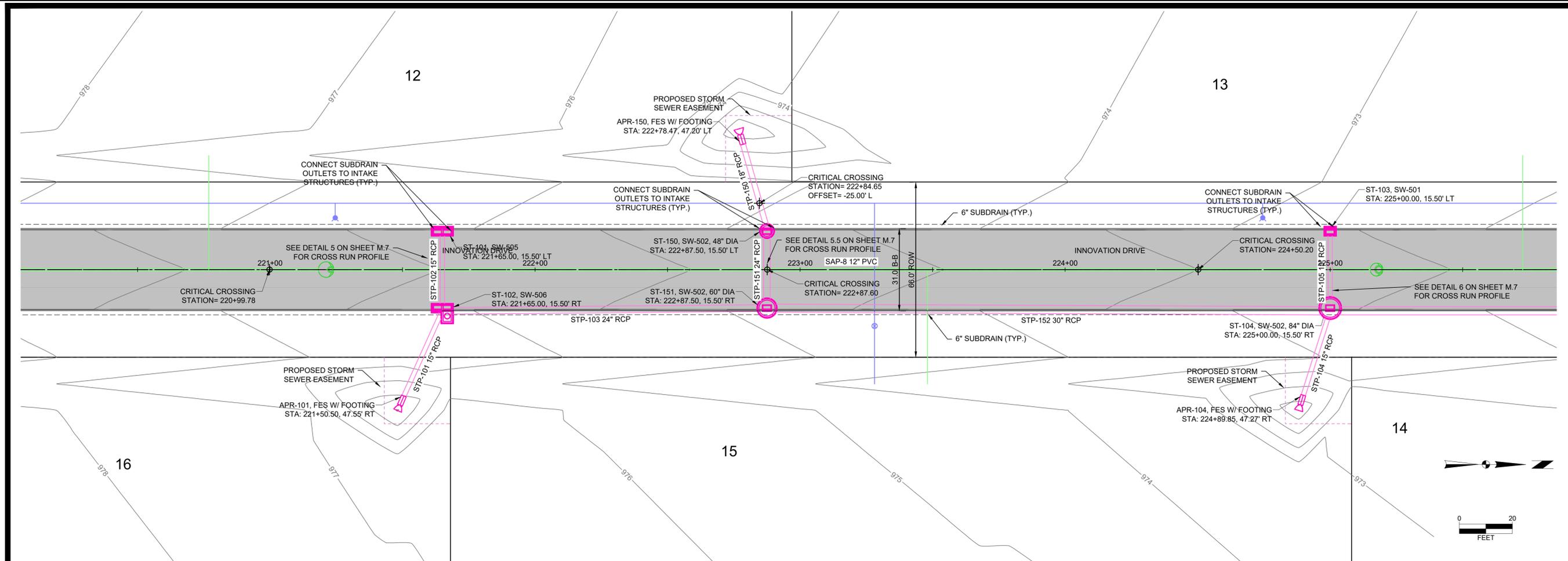
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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B  
 Sheet M.3

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - INNOVATION DRIVE**  
 CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet M.3



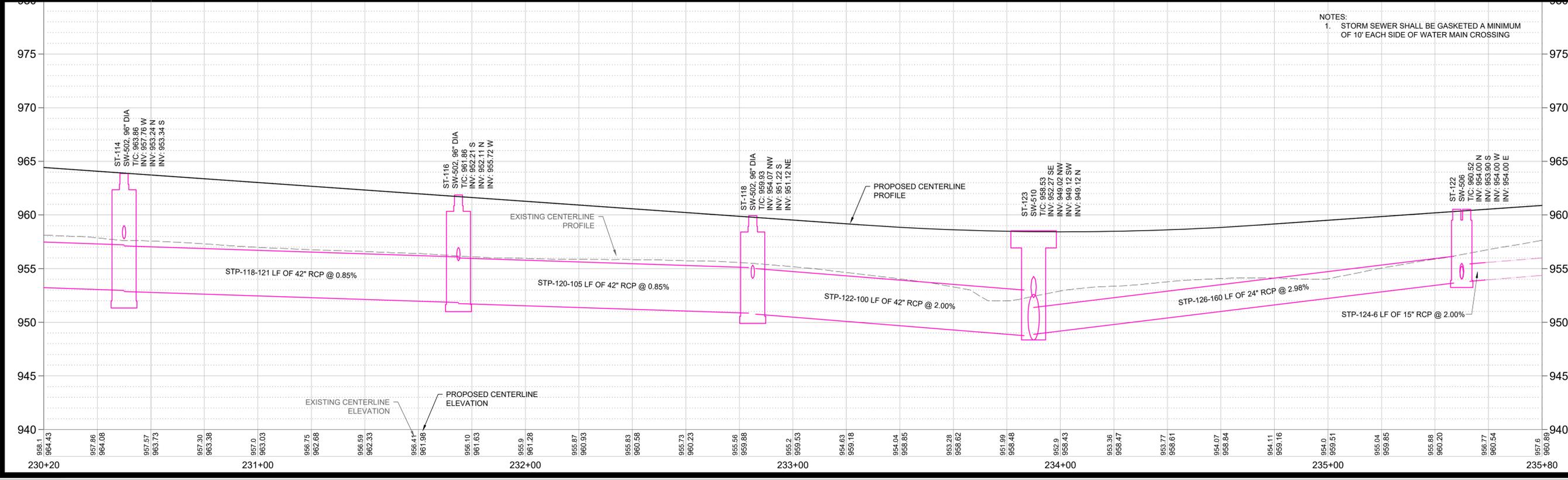
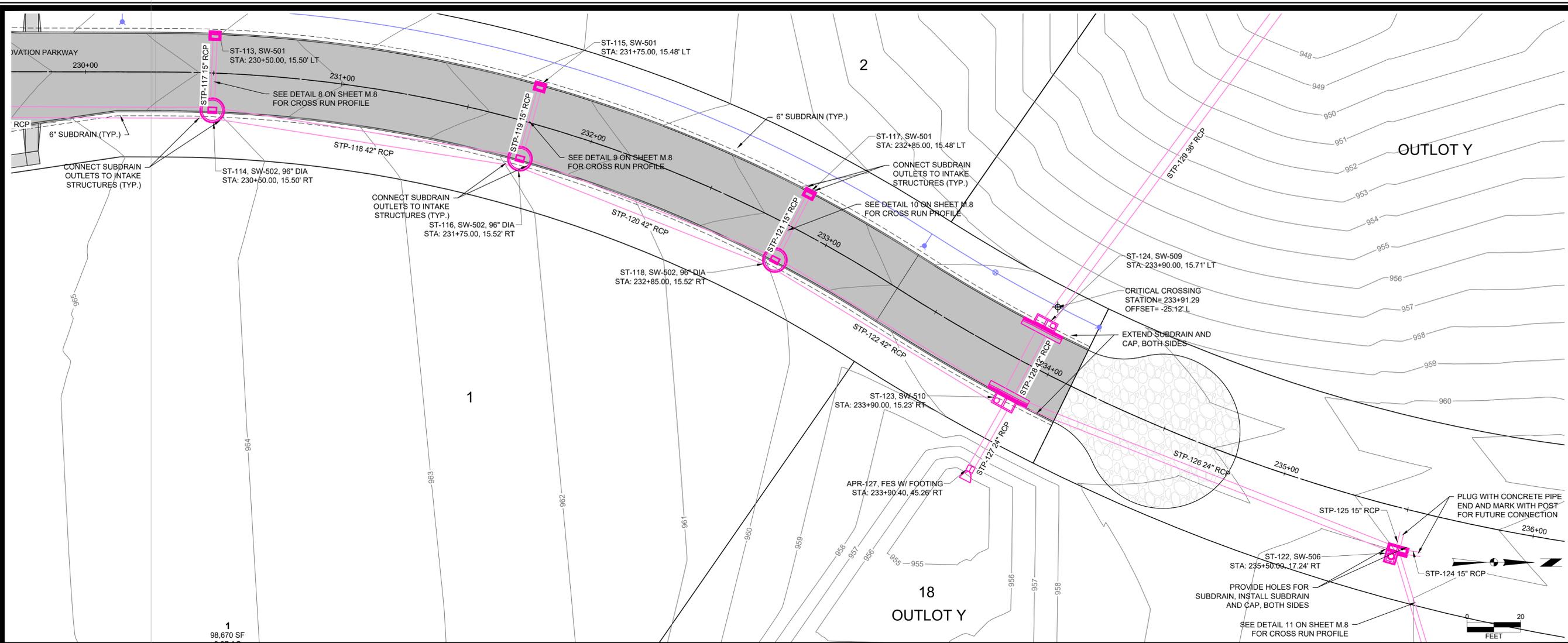
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	Technician: PCK		

Scale: 1" = 20'  
T-R-S: 89N-14W-34  
Project No: 118.1174.08B  
Sheet M.4

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - INNOVATION DRIVE**  
 CEDAR FALLS, IOWA  
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 Project No: 118.1174.08B  
 Sheet M.4





MARK	REVISION	DATE	BY
Engineer: KRJ	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.6

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

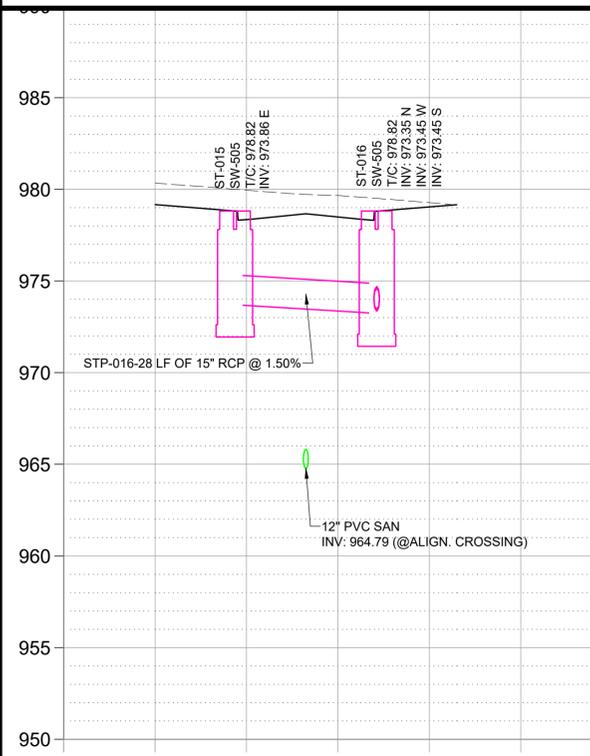
**STORM SEWER - INNOVATION DRIVE**

**SNYDER & ASSOCIATES, INC.**

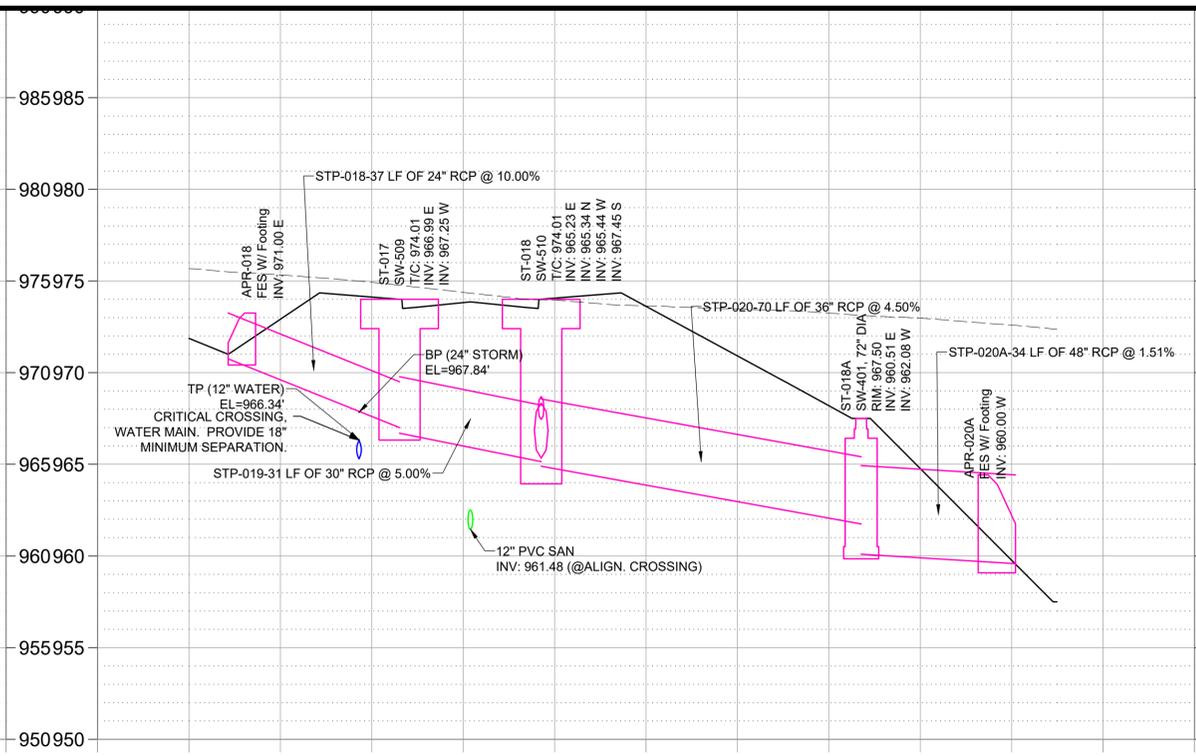
5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9394 | www.snyder-associates.com

Project No: 118.1174.08B

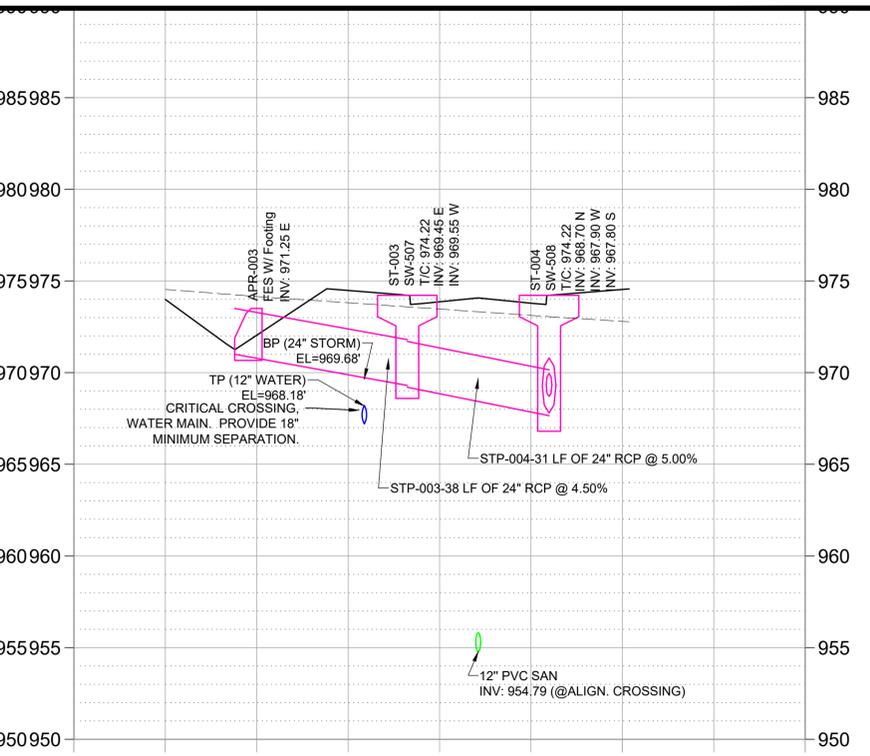
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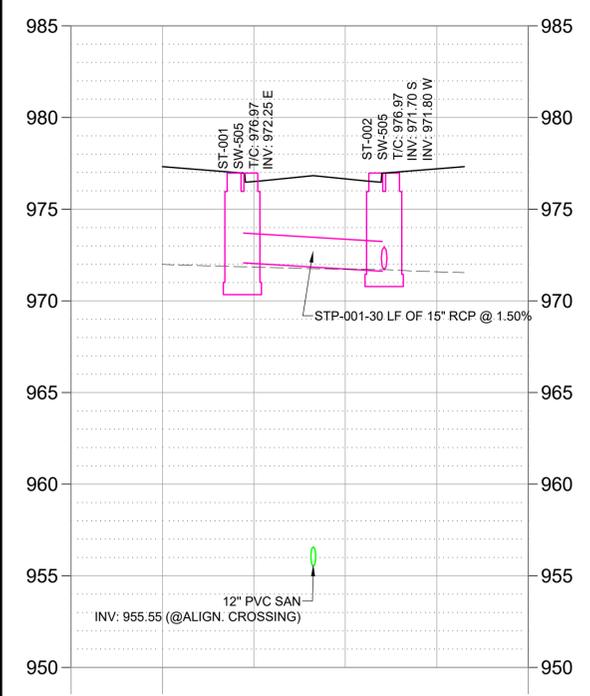
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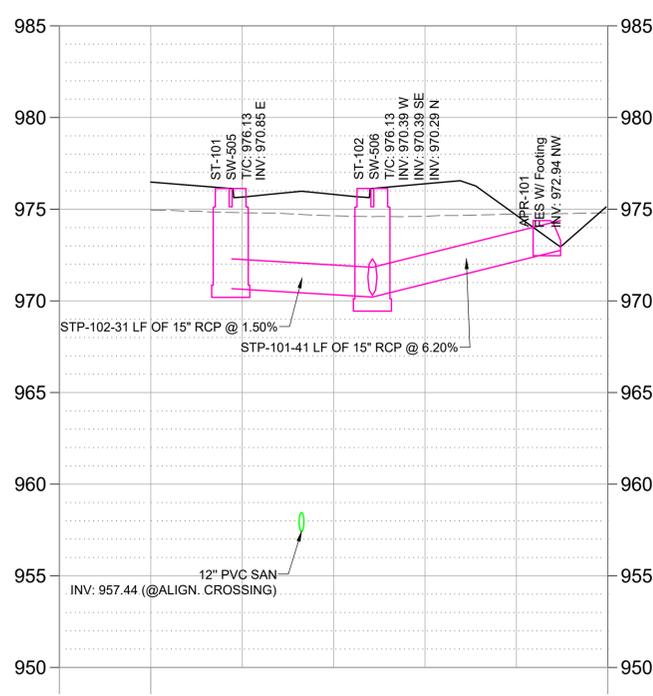
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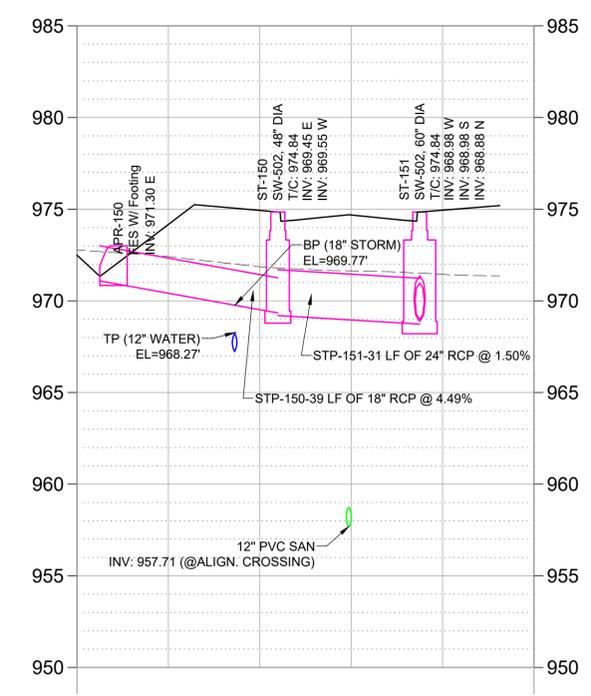
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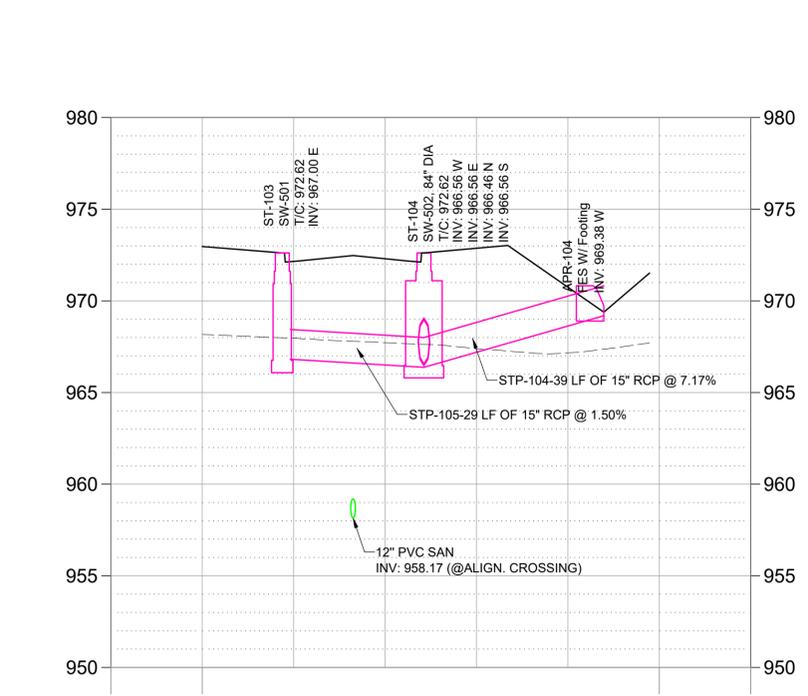
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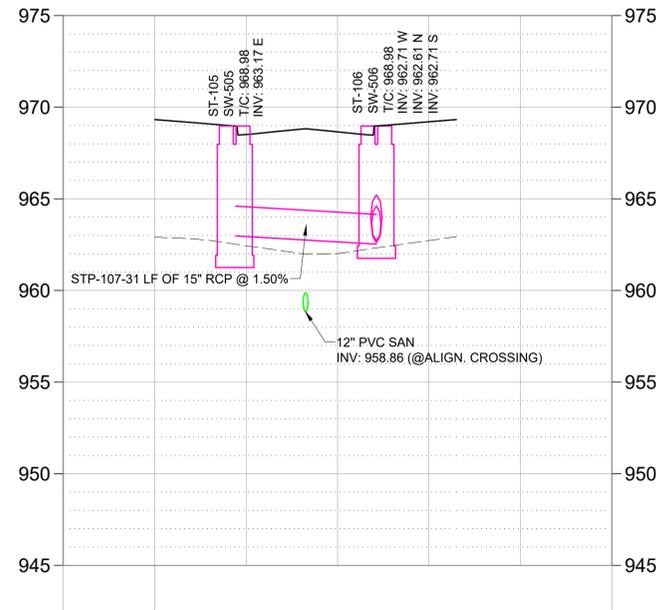
CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

STORM SEWER - INNOVATION DRIVE

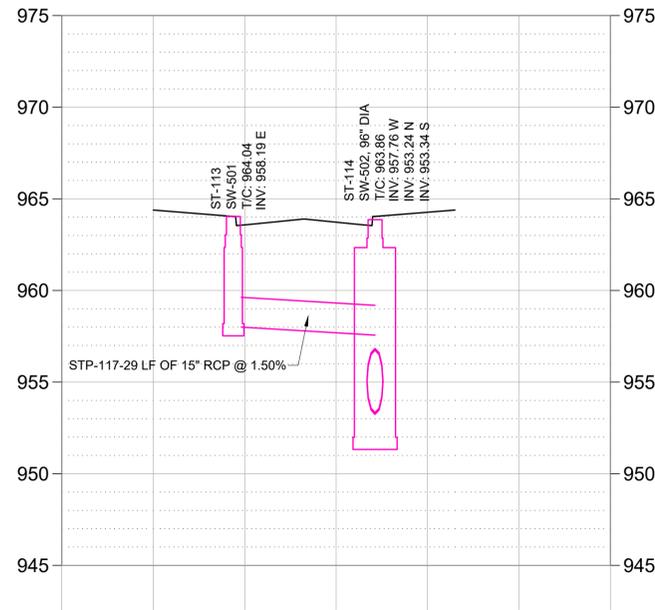
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5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-962-9394 | www.snyder-associates.com



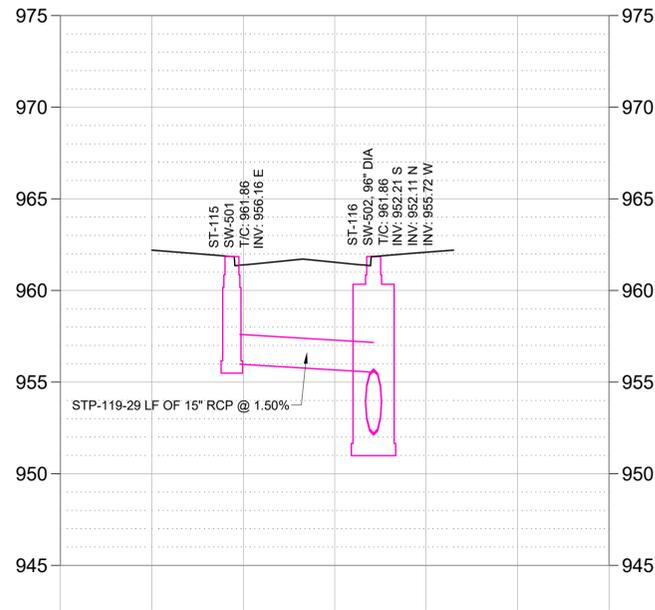
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Technician: PCK			T-R-S: 89N-14W-34
Project No: 118.1174.08B			Sheet M.7



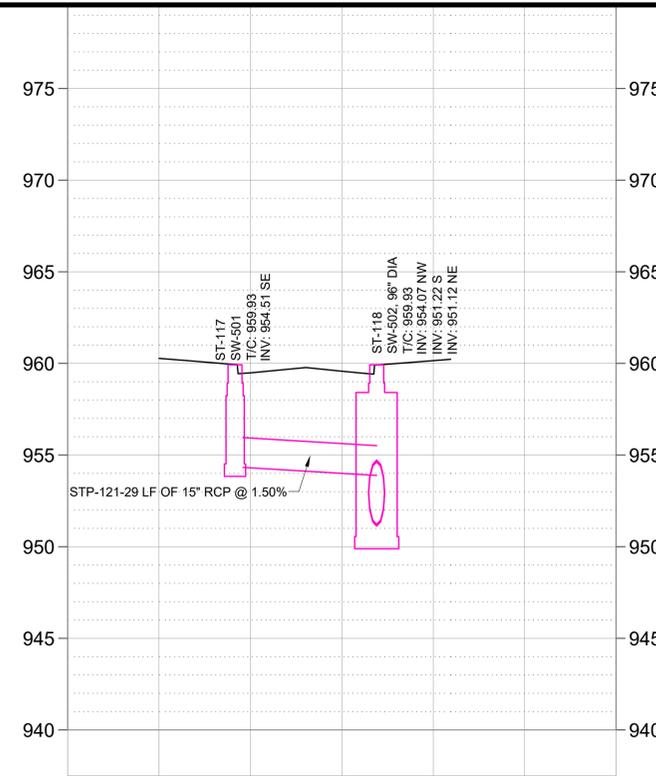
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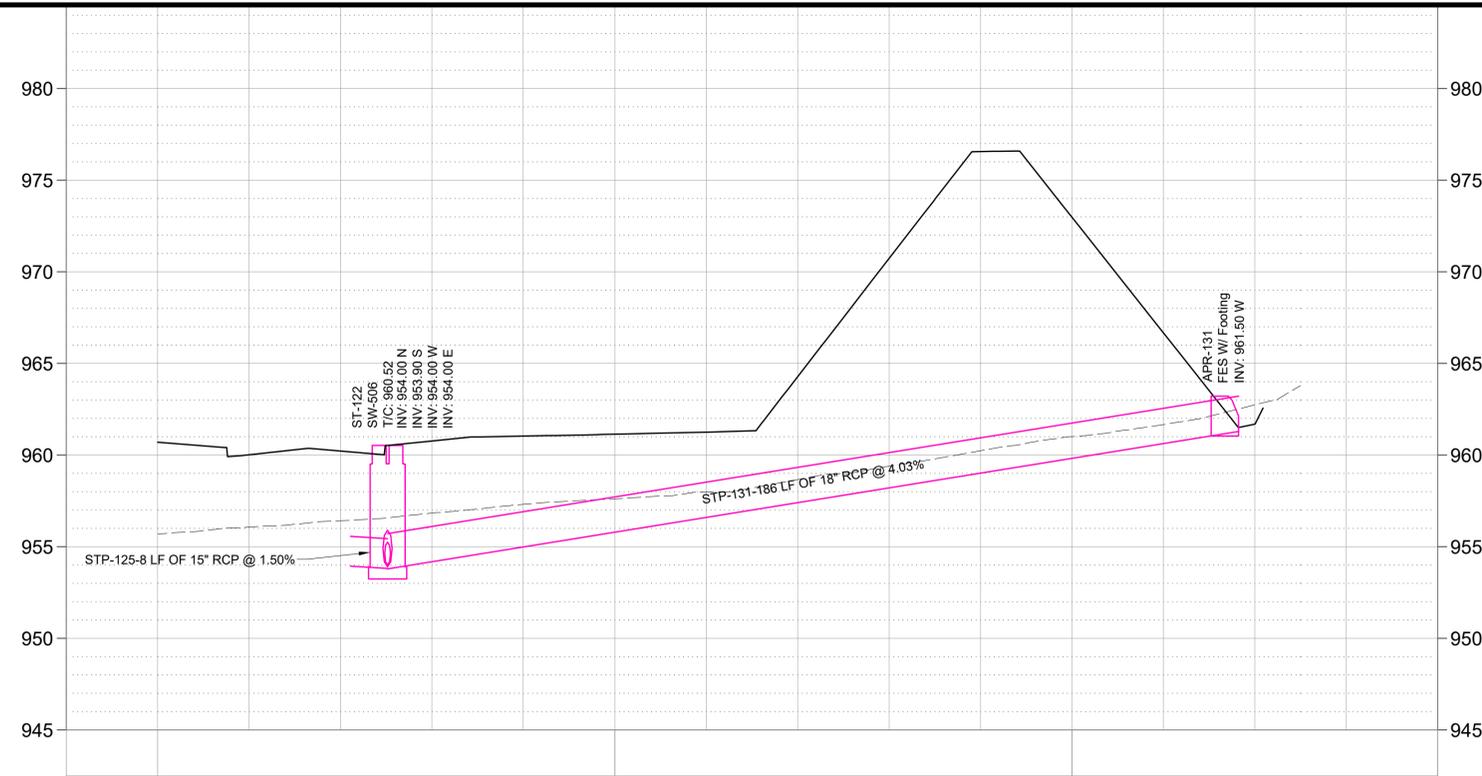
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CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

STORM SEWER - INNOVATION DRIVE

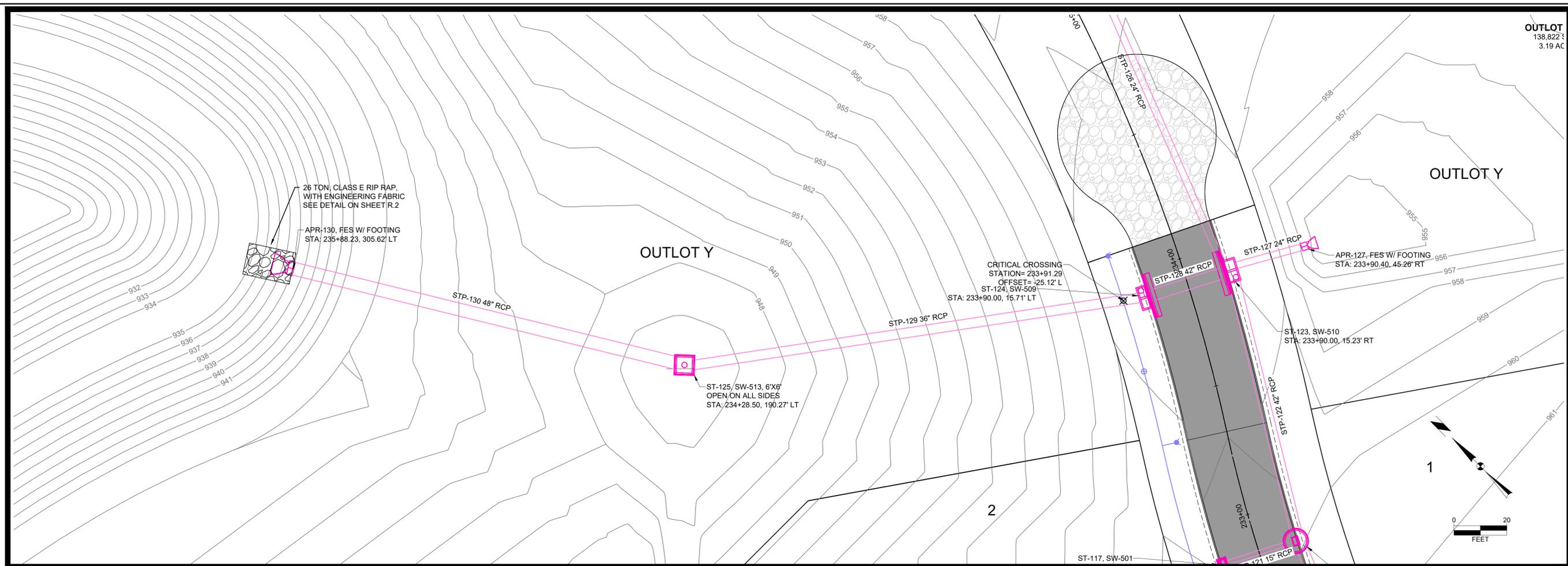
CEDAR FALLS, IOWA

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SNYDER & ASSOCIATES, INC.



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Date: 11-05-2021	Scale: 1" = --
Technician: PCK			T-R-S: 89N-14W-34
Project No: 118.1174.08B			Sheet M.8



OUTLOT  
138.822 ±  
3.19 AC

OUTLOT Y

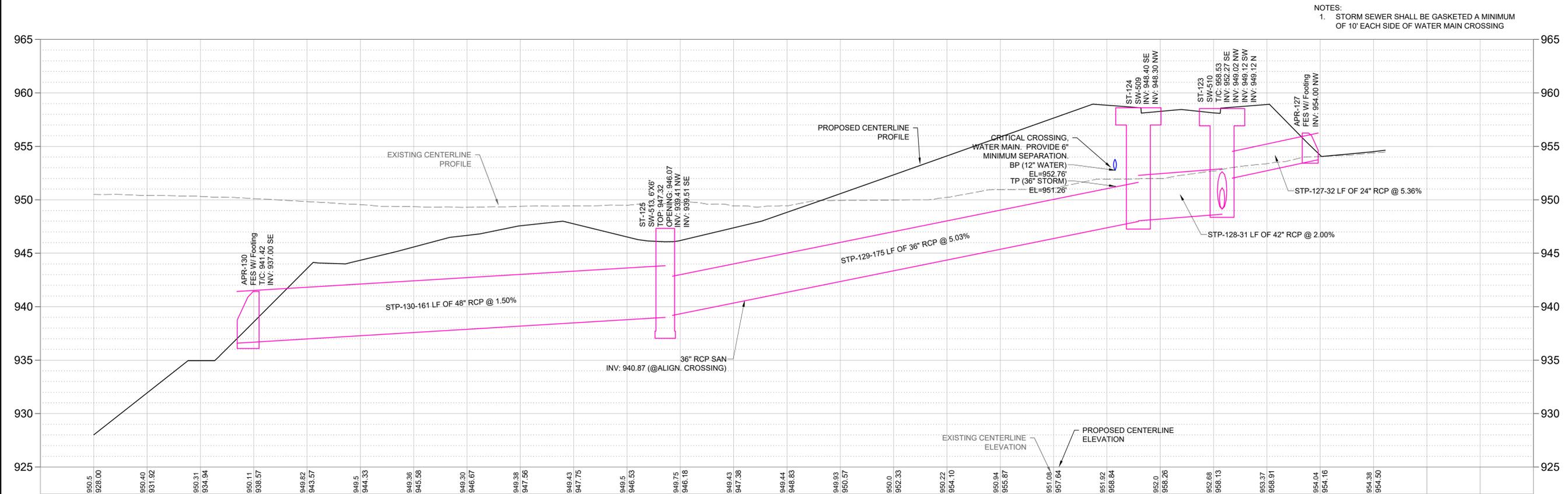
OUTLOT Y

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.9

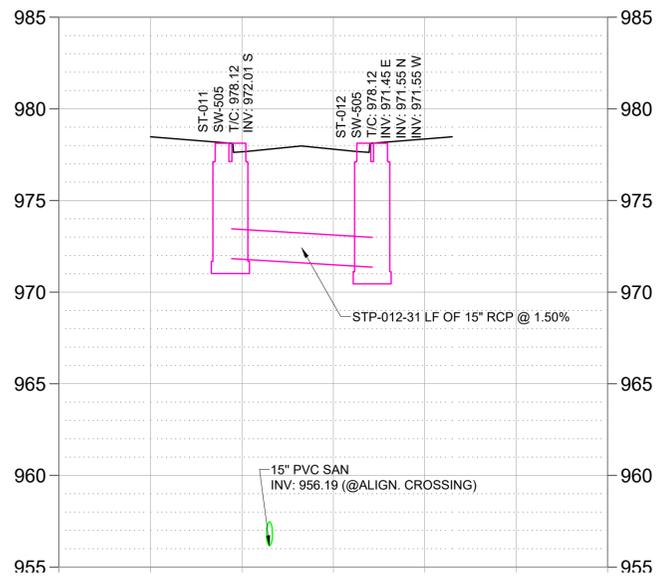
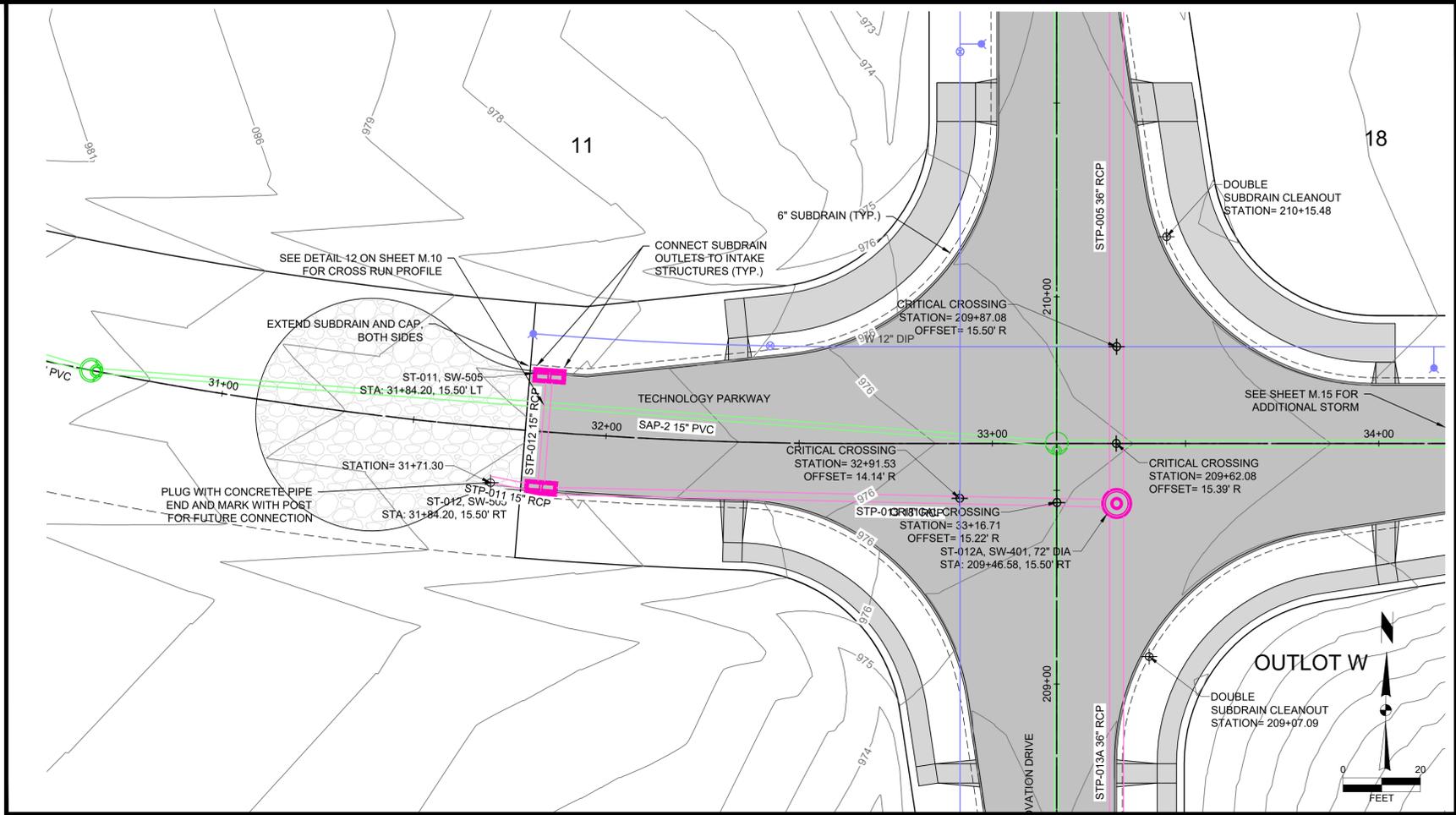
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - INNOVATION DRIVE**  
**SNYDER & ASSOCIATES, INC.**  
 CEDAR FALLS, IOWA  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394 | www.snyder-associates.com



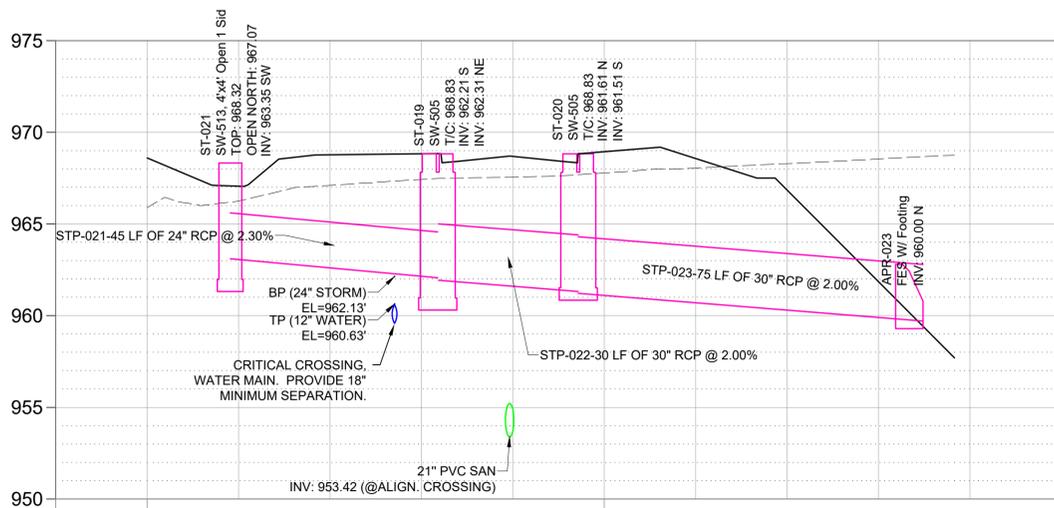
Project No: 118.1174.08B  
 Sheet M.9



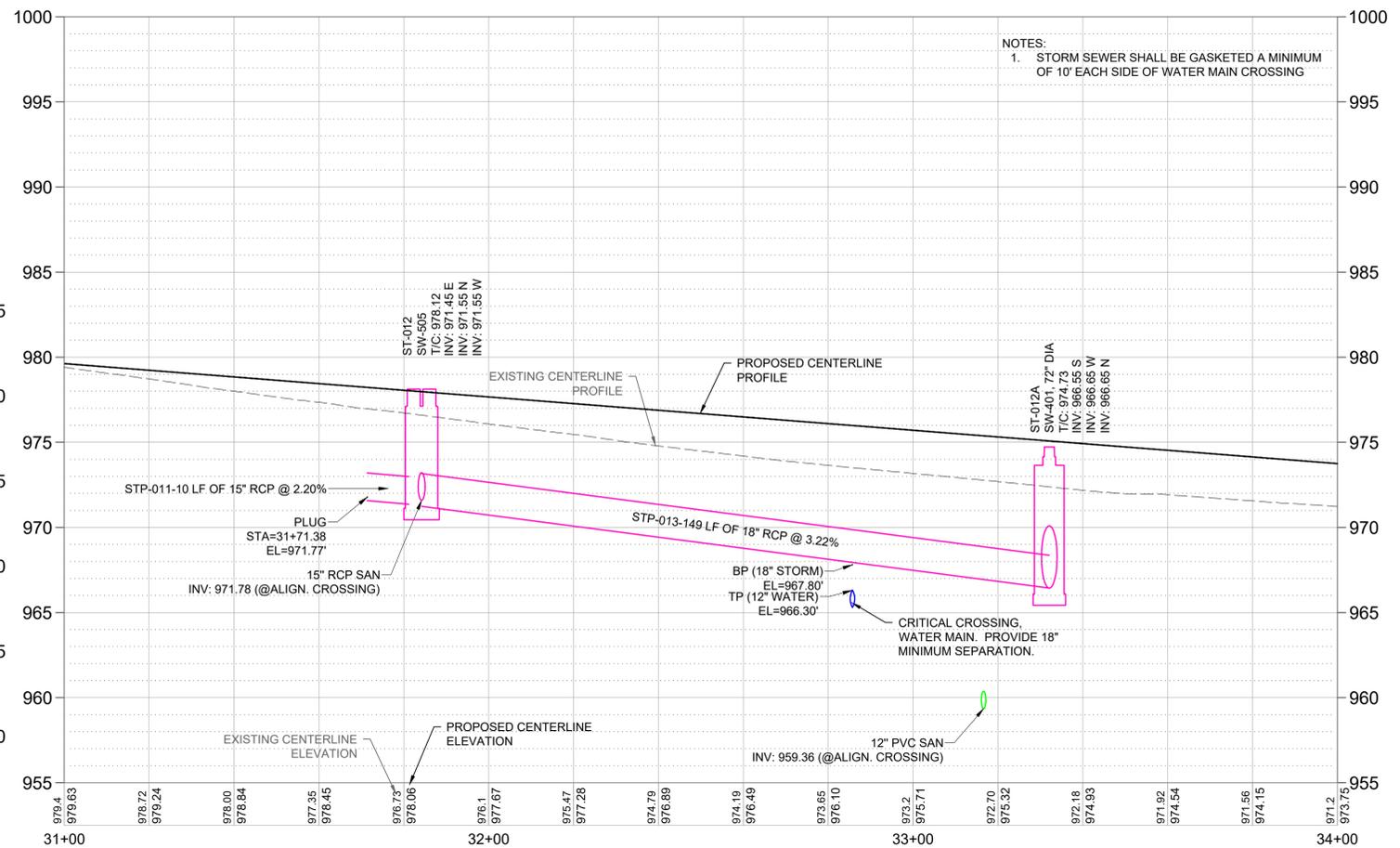
NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10" EACH SIDE OF WATER MAIN CROSSING



12  
M.10  
DETAIL  
NO SCALE



13  
M.10  
DETAIL  
NO SCALE



NOTES:  
1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

STORM SEWER - TECHNOLOGY PARKWAY

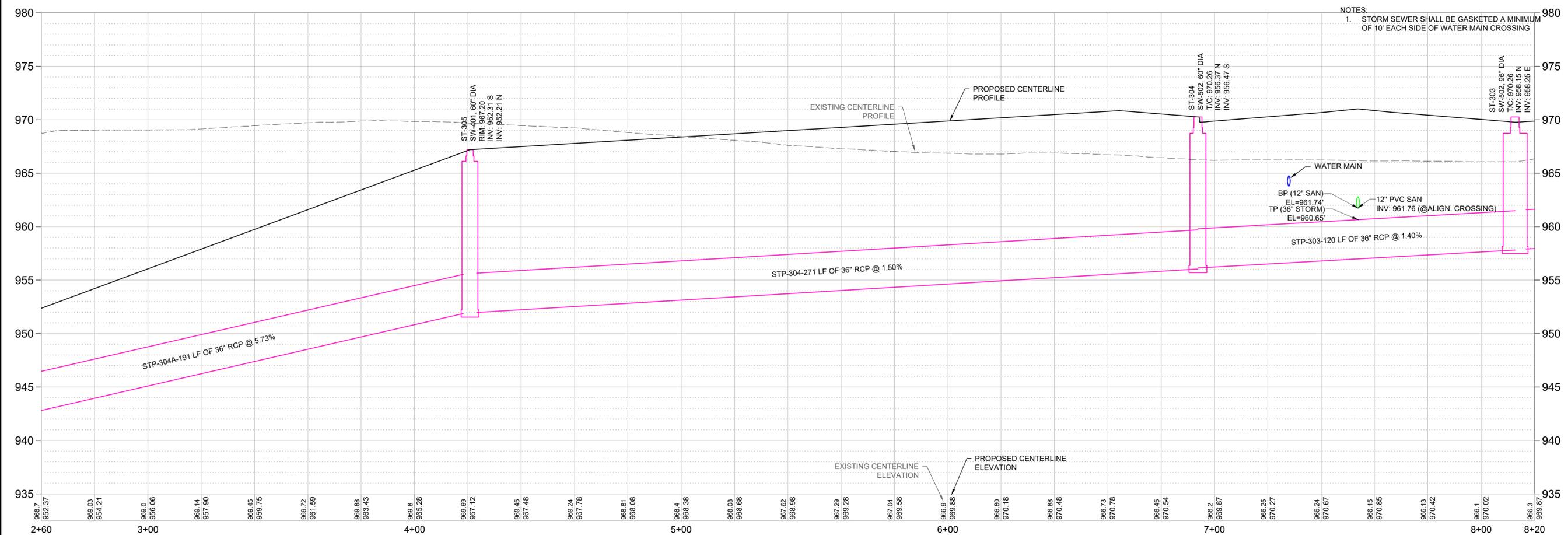
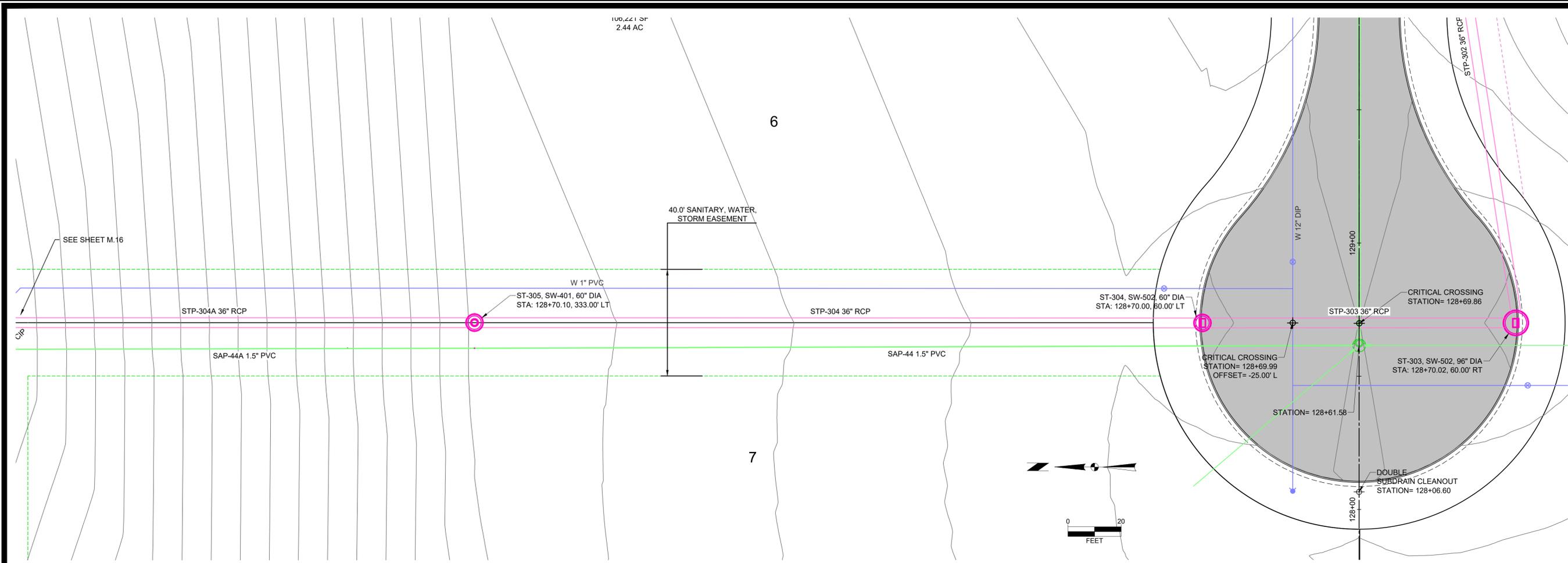
CEAR FALLS, IOWA



Project No: 118.1174.08B  
Sheet M.10

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.10

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CEDAR RAPIDS, IOWA 52404  
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MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.11

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**STORM SEWER - VENTURE WAY**

**CEDAR FALLS, IOWA**

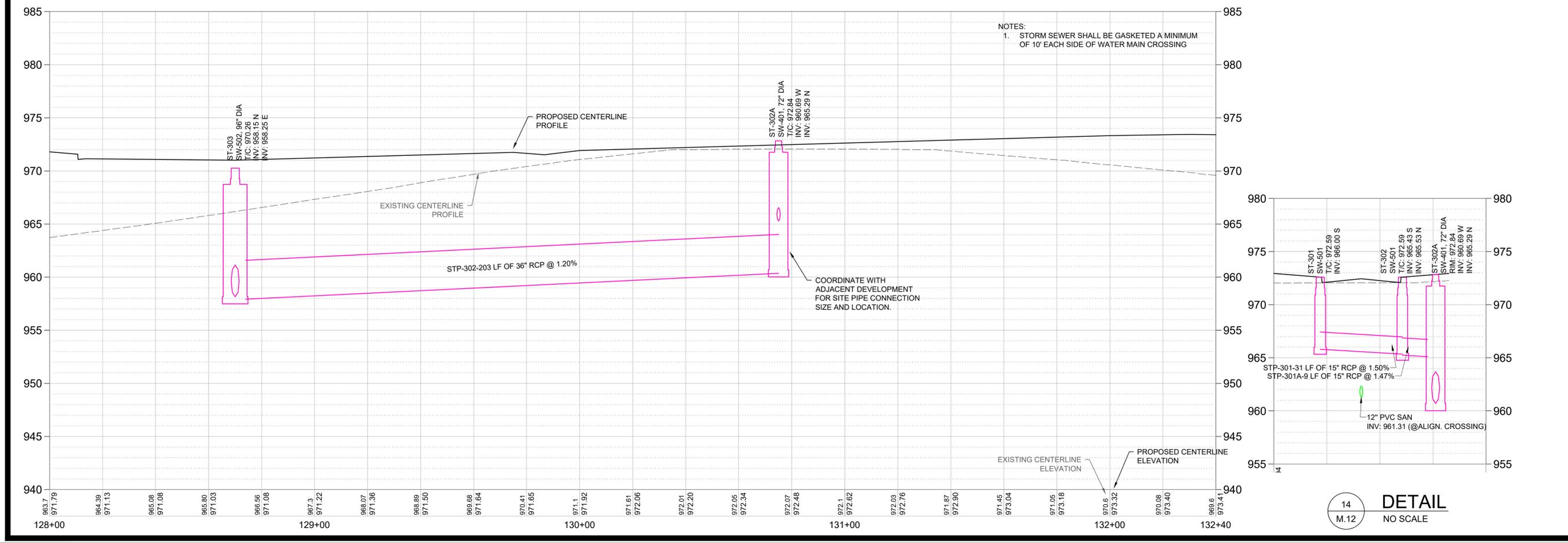
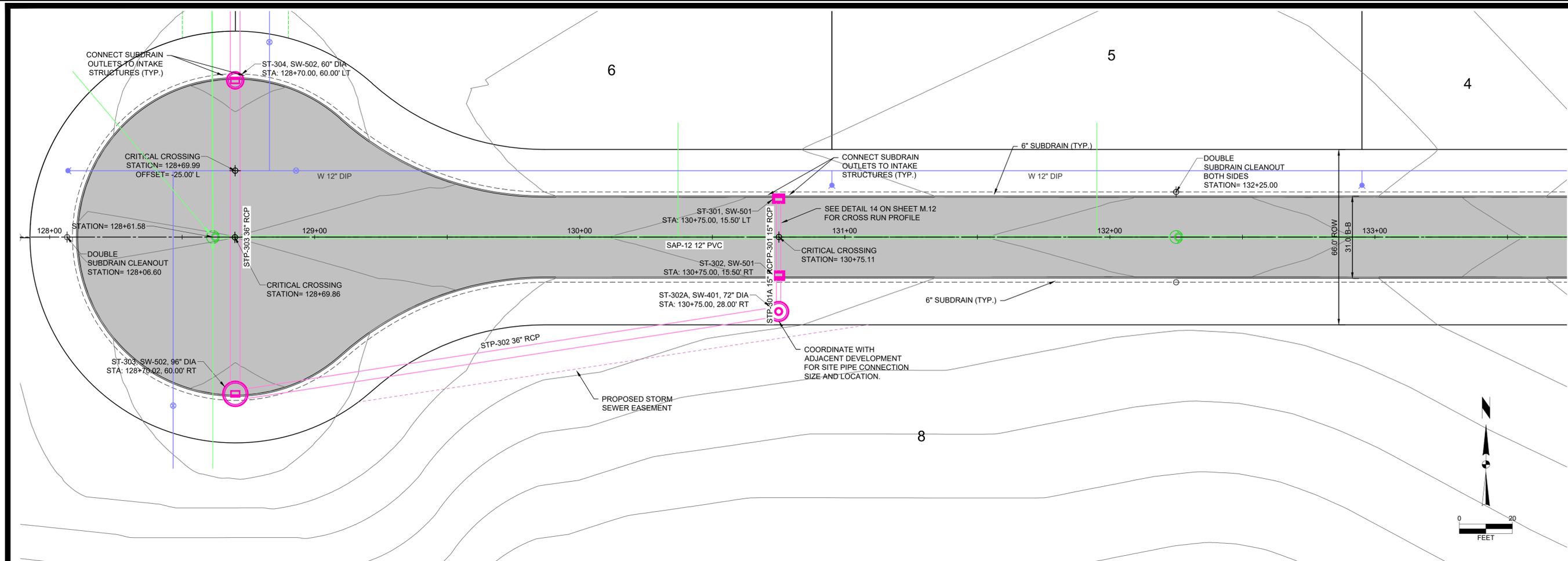
5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
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**SNYDER & ASSOCIATES, INC.**

**SNYDER & ASSOCIATES**

Project No: 118.1174.08B

Sheet M.11



NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

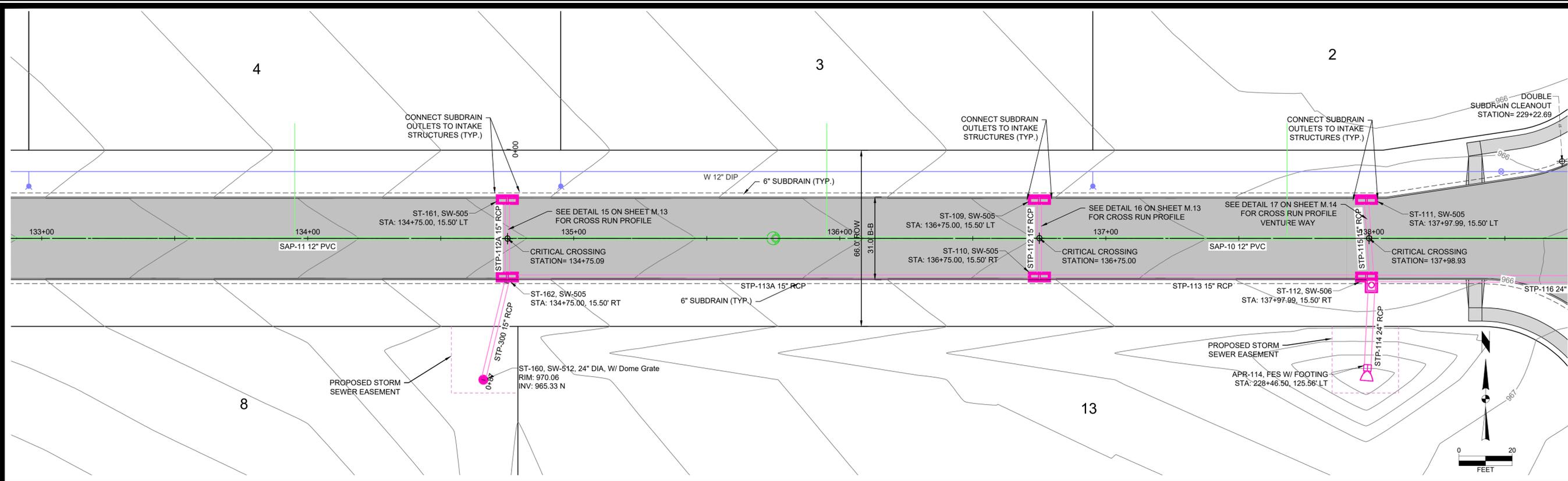
14  
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 DETAIL  
 NO SCALE

MARK	REVISION	DATE	BY

Checked By: KJS  
 Engineer: KRN  
 Technician: PCK  
 Date: 11-05-2021  
 Scale: 1" = 20'  
 T-R-S: 89N-14W-34  
 Project No: 118.1174.08B  
 Sheet M.12

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - VENTURE WAY**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
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 CEDAR RAPIDS, IOWA 52404  
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Project No: 118.1174.08B  
 Sheet M.12



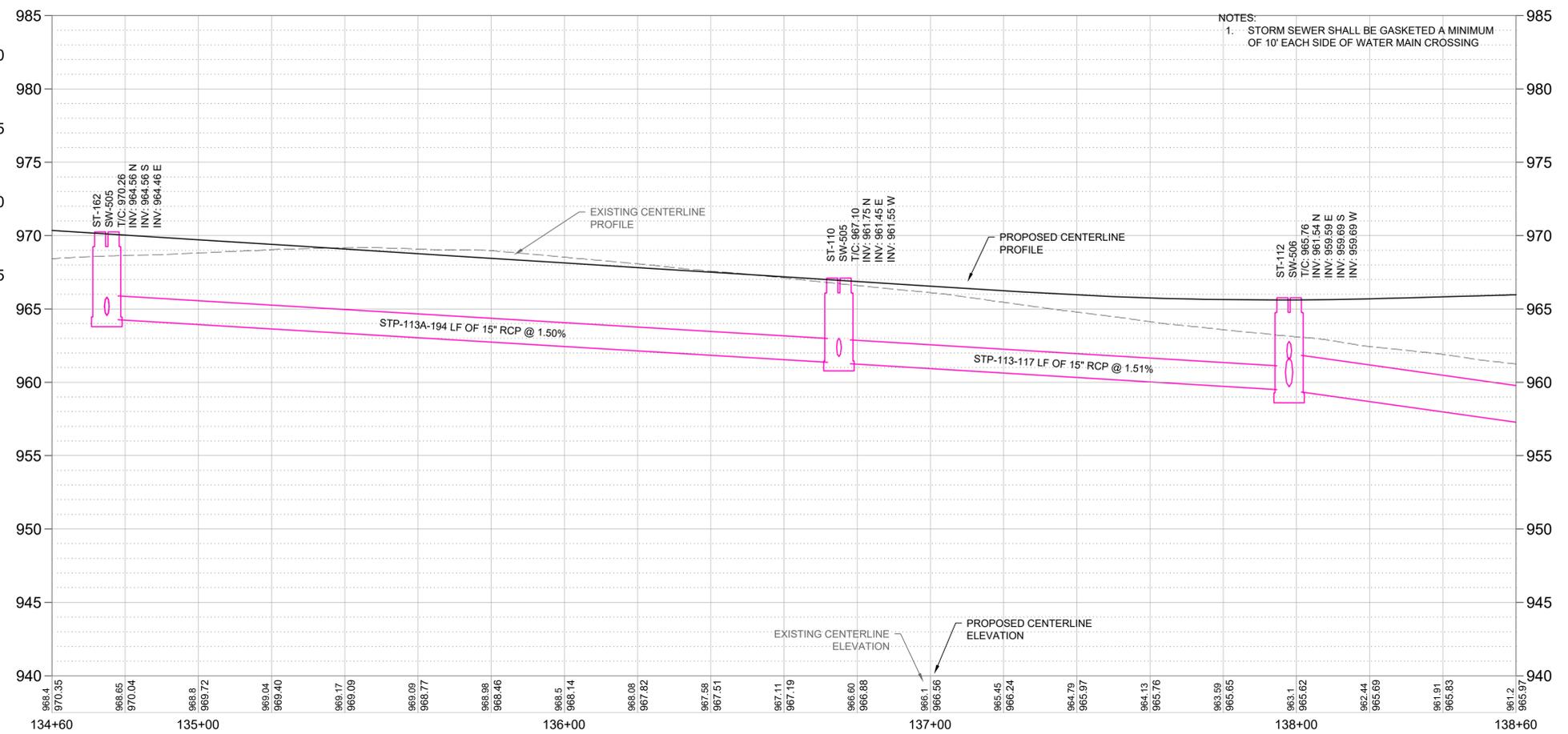
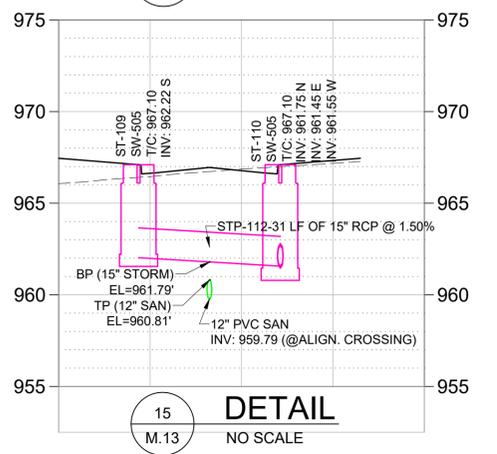
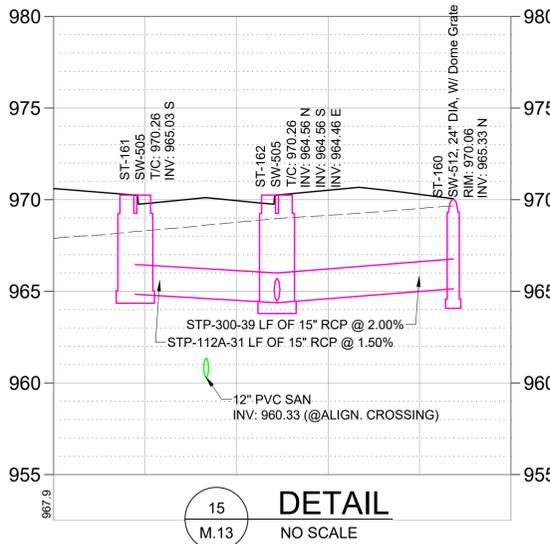
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	Engineer: KRN	Date: 11-05-2021	
	Technician: PCK	T-R-S: 89N-14W-34	

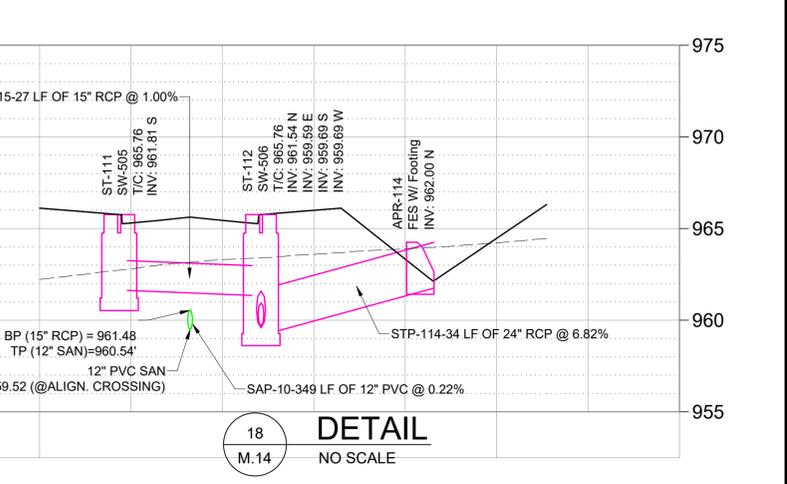
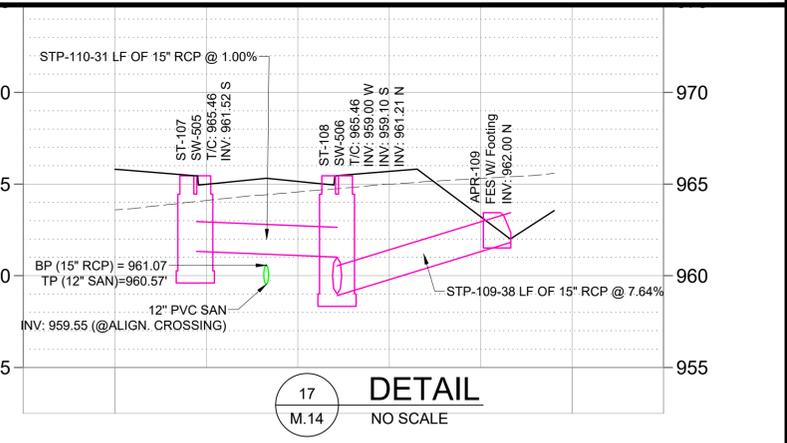
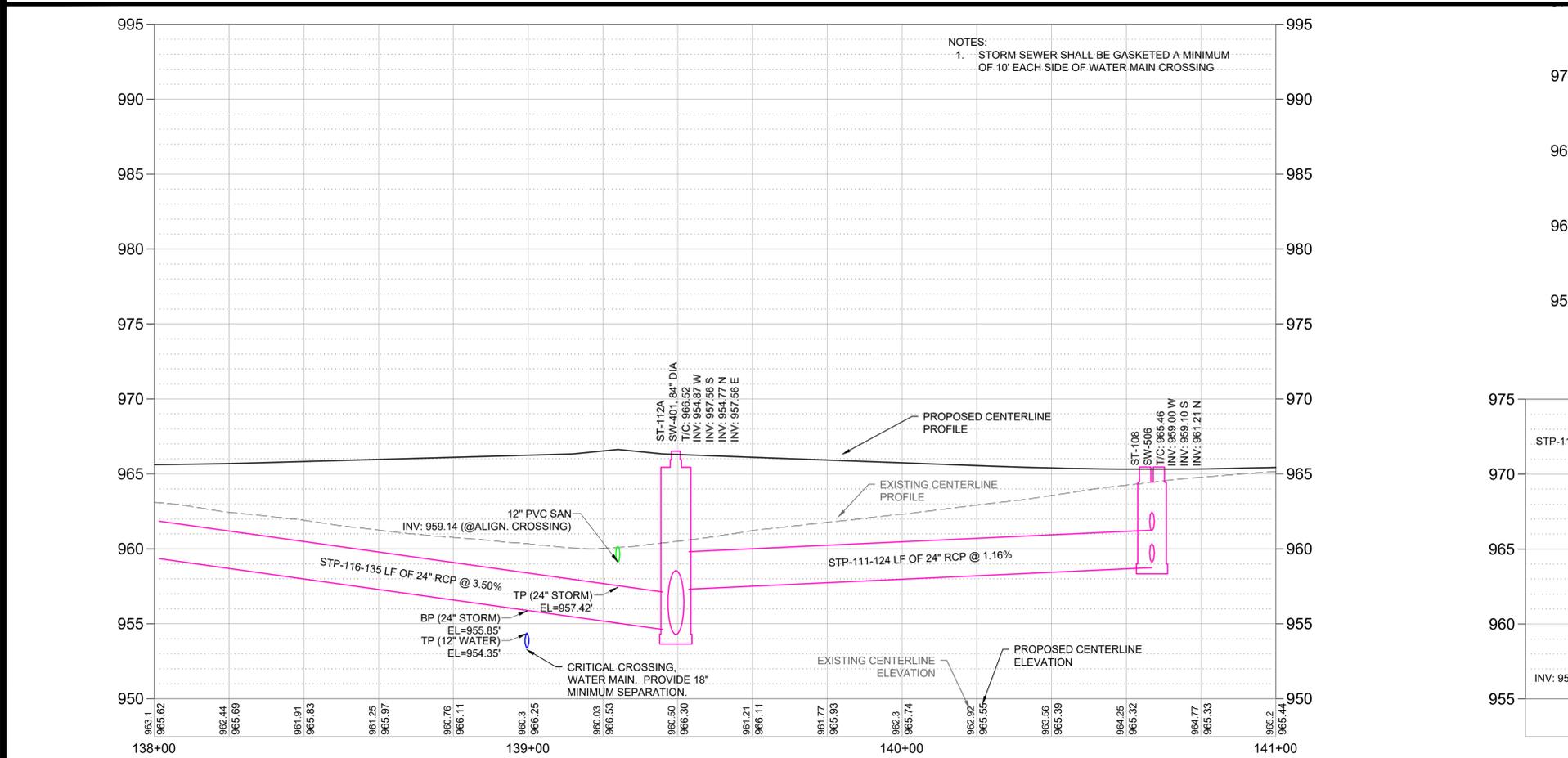
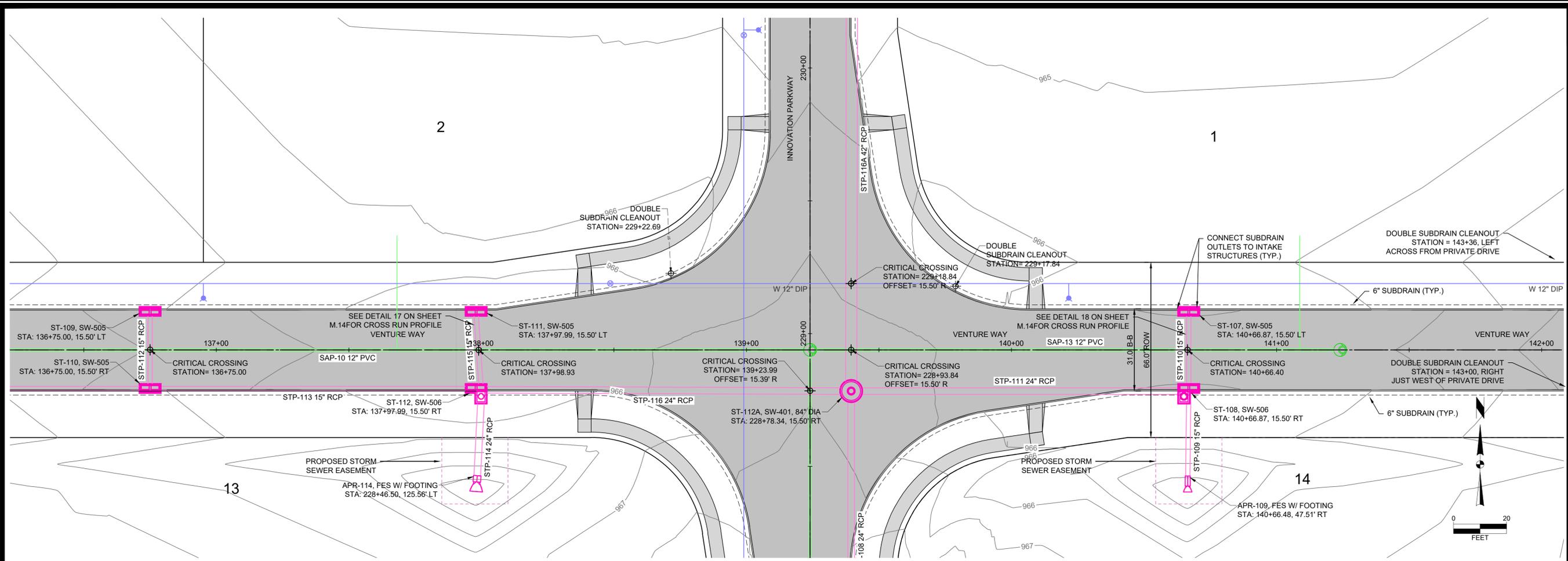
Project No: 118.1174.08B  
Sheet M.13

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - VENTURE WAY**  
**CEDAR FALLS, IOWA**  
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Project No: 118.1174.08B  
 Sheet M.13





MARK	REVISION	DATE	BY

Engineer: KRN  
Checked By: KJS  
Date: 11-05-2021  
Scale: 1" = 20'  
T-R-S: 89N-14W-34

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - VENTURE WAY**  
 CEDAR FALLS, IOWA

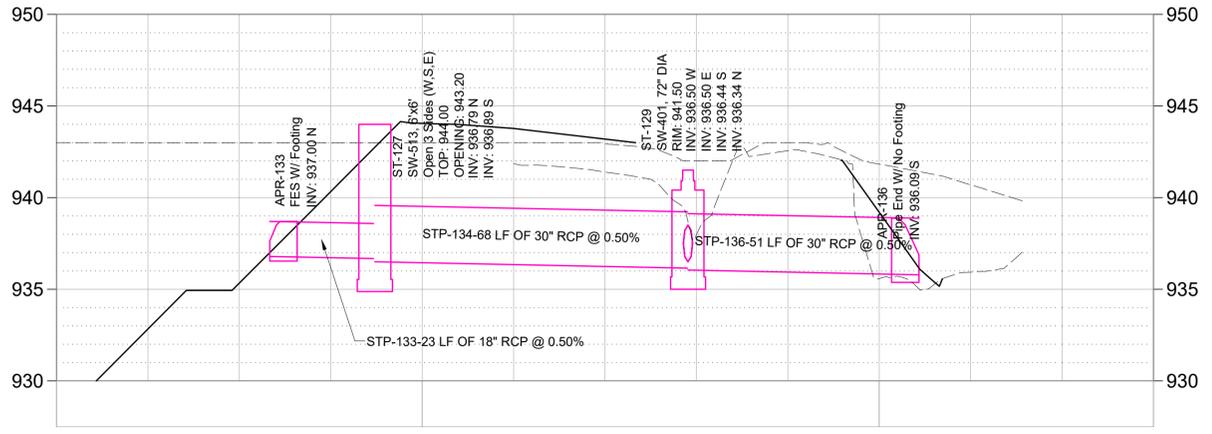
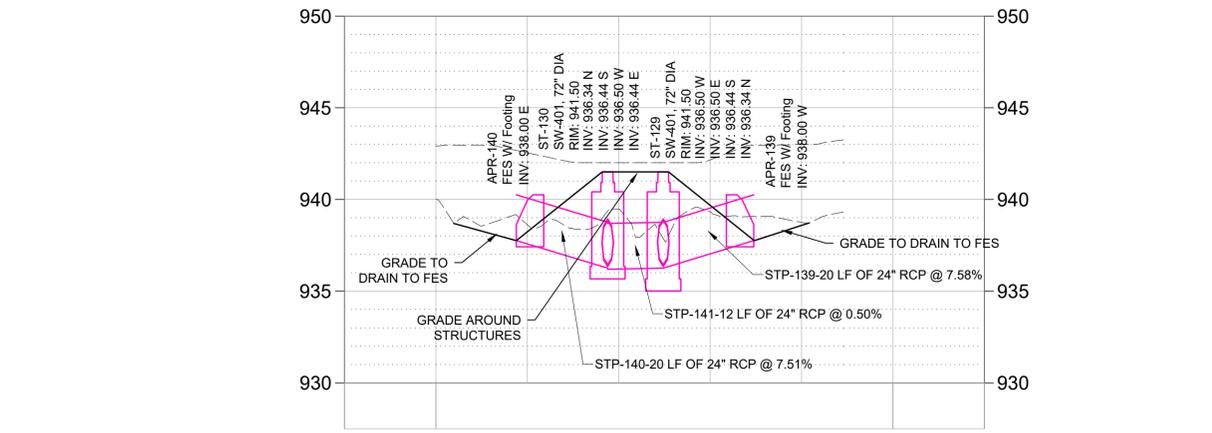
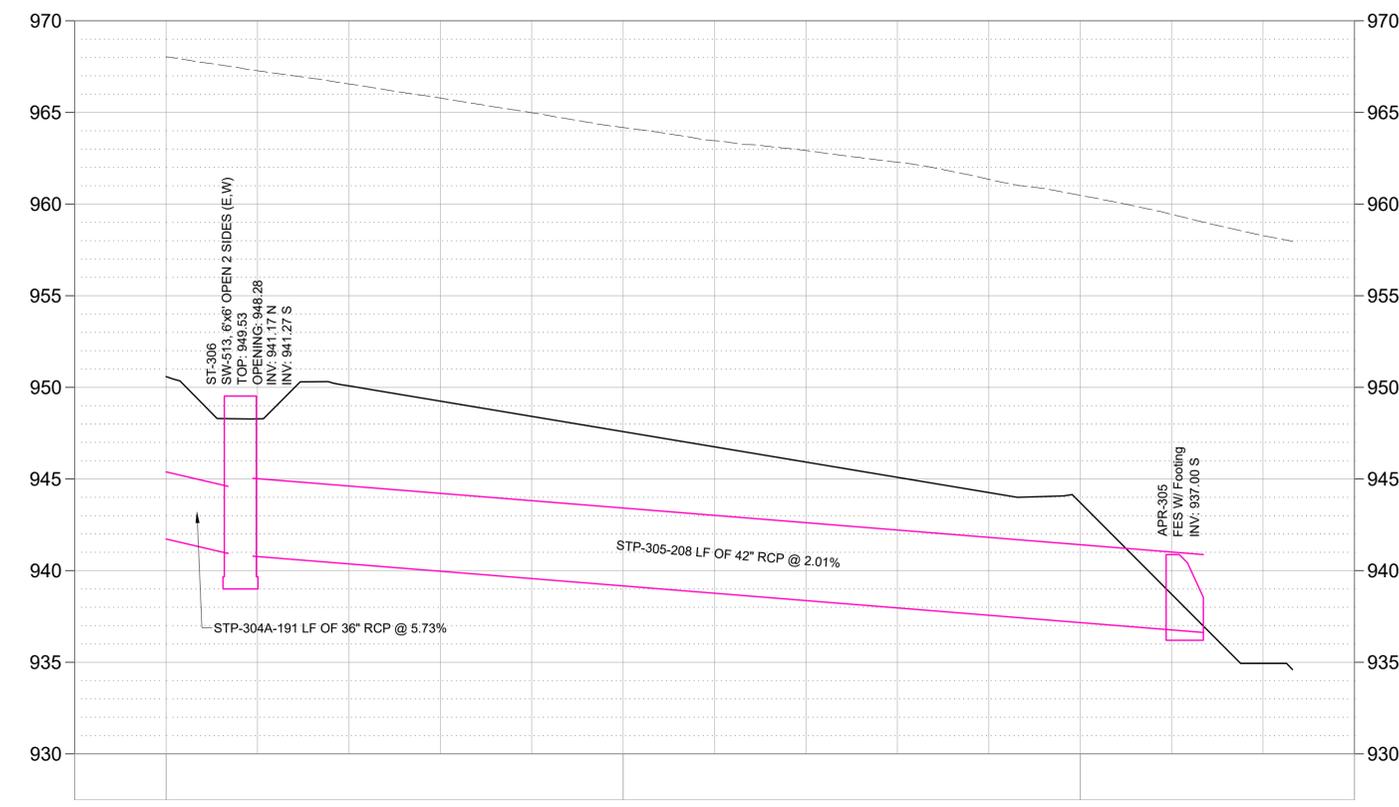
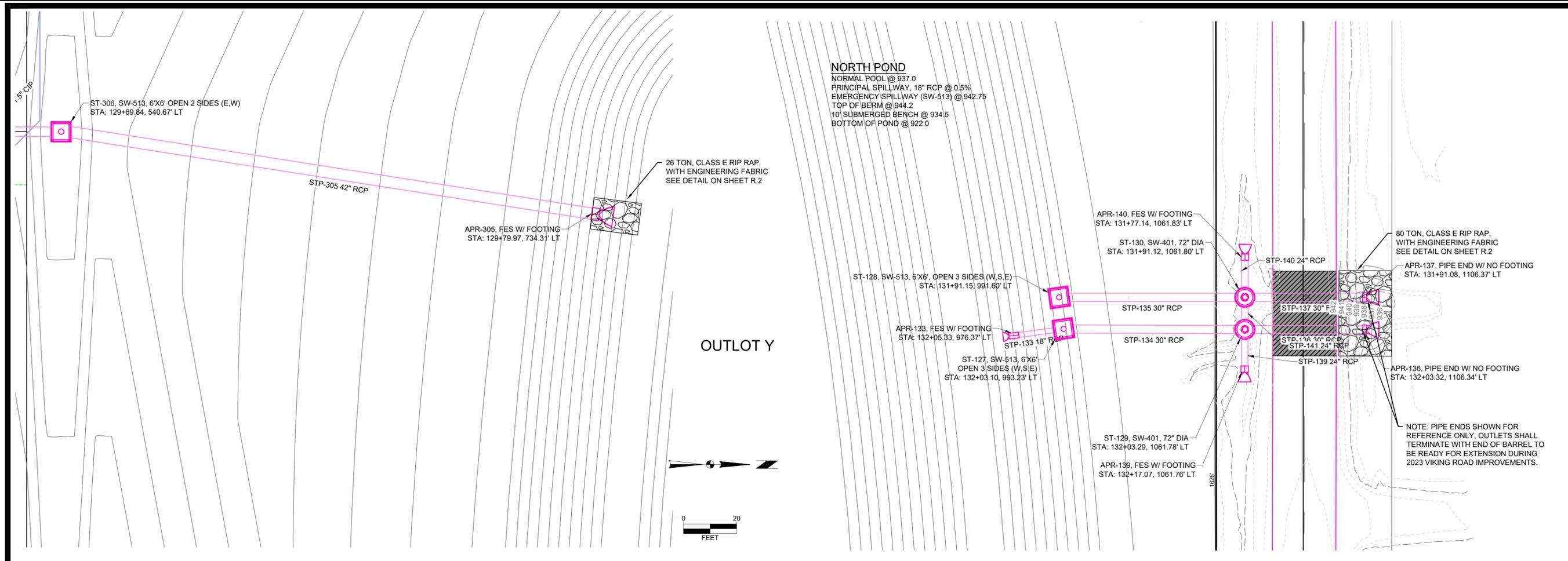
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Project No: 118.1174.08B  
 Sheet M.14

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MARK	REVISION	DATE	BY
	Checked By: KJS	Scale: 1" = 120'	
	Engineer: KRN	Date: 11-05-2021	
	Technician: PCK	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.16

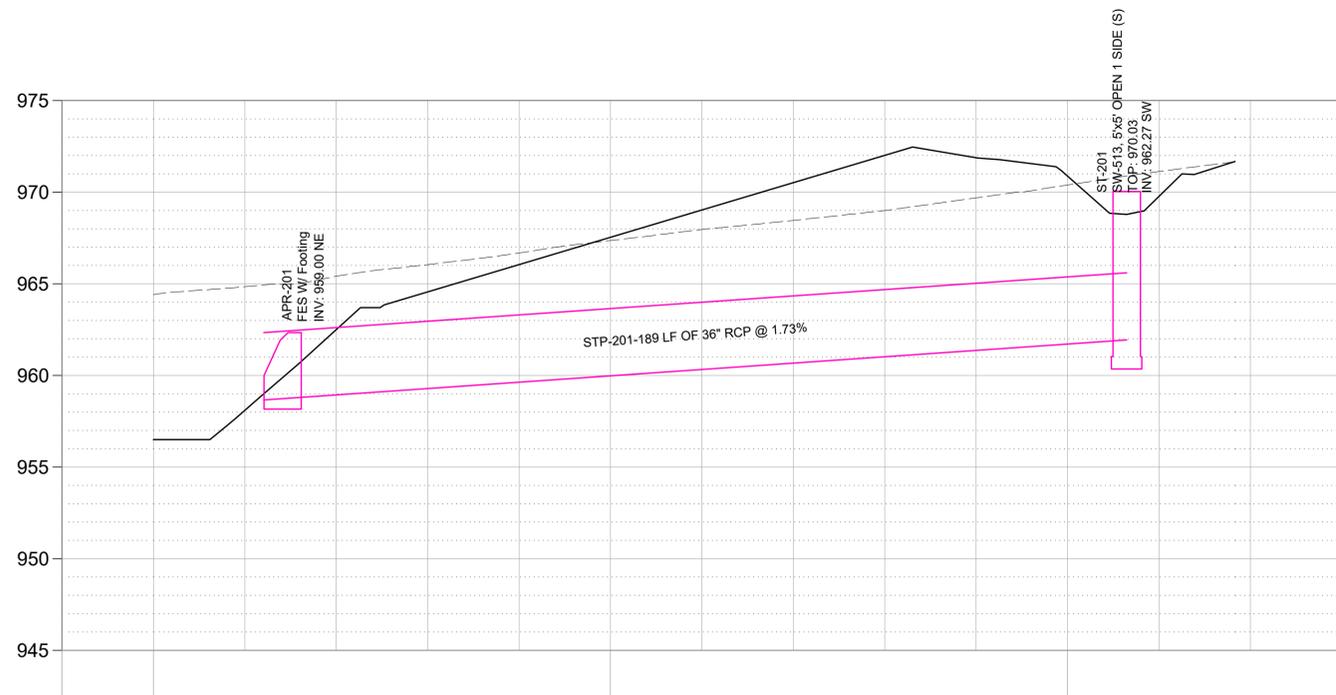
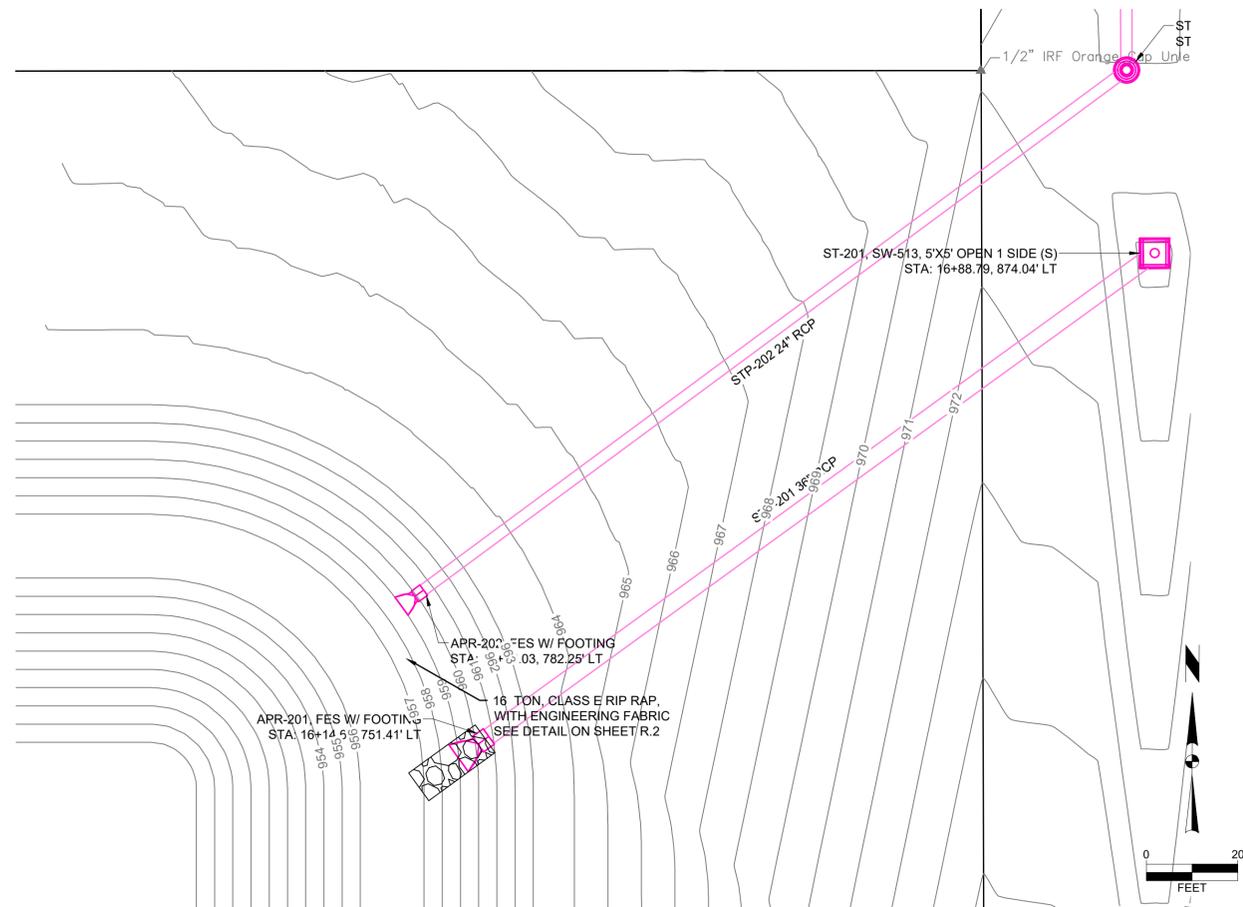
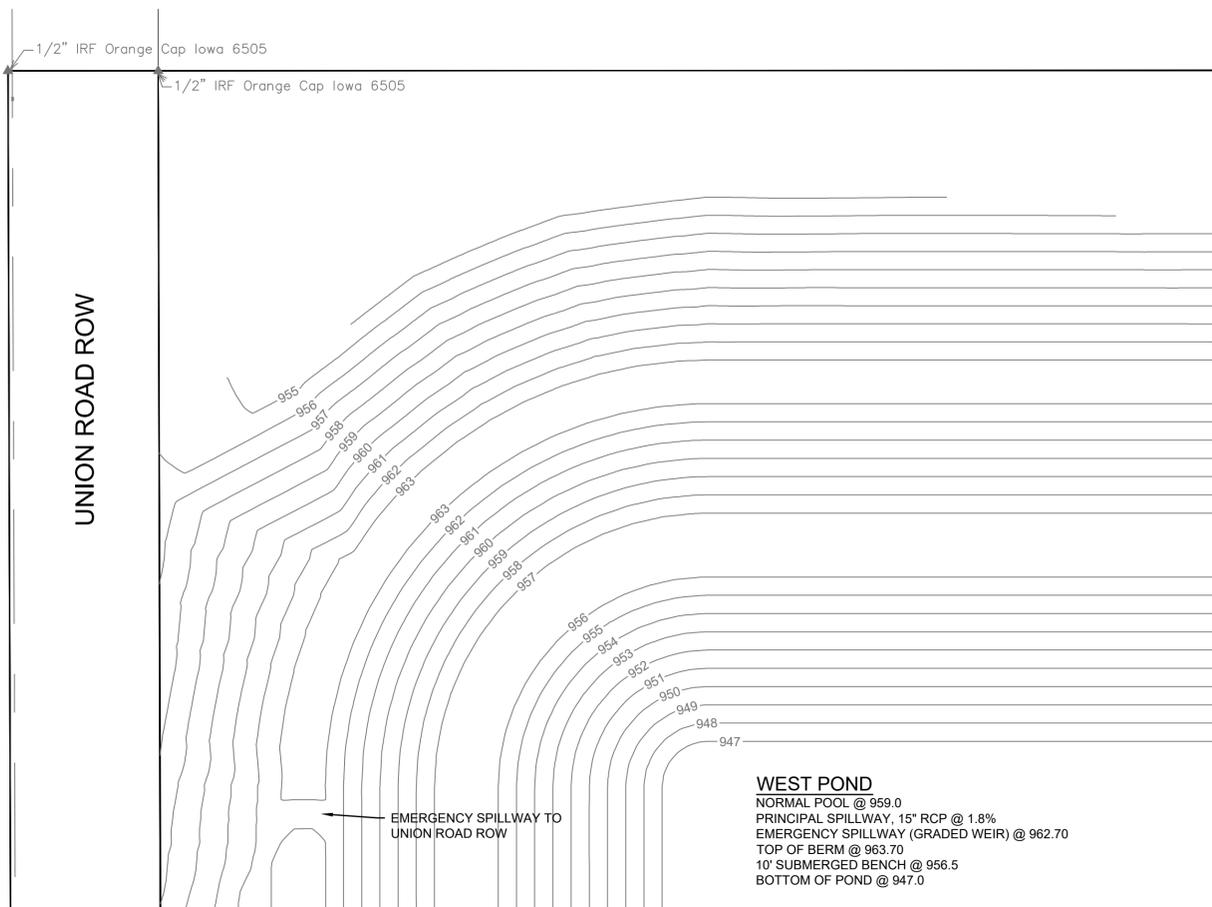
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**STORM SEWER - NORTH DETENTION**

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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

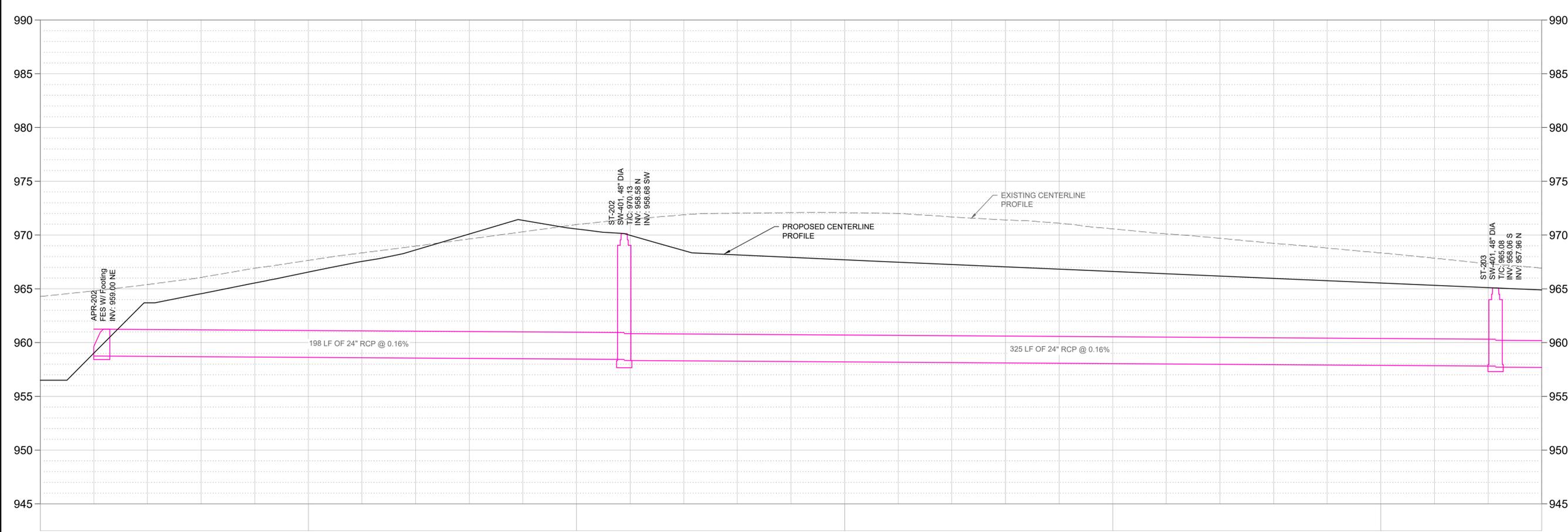
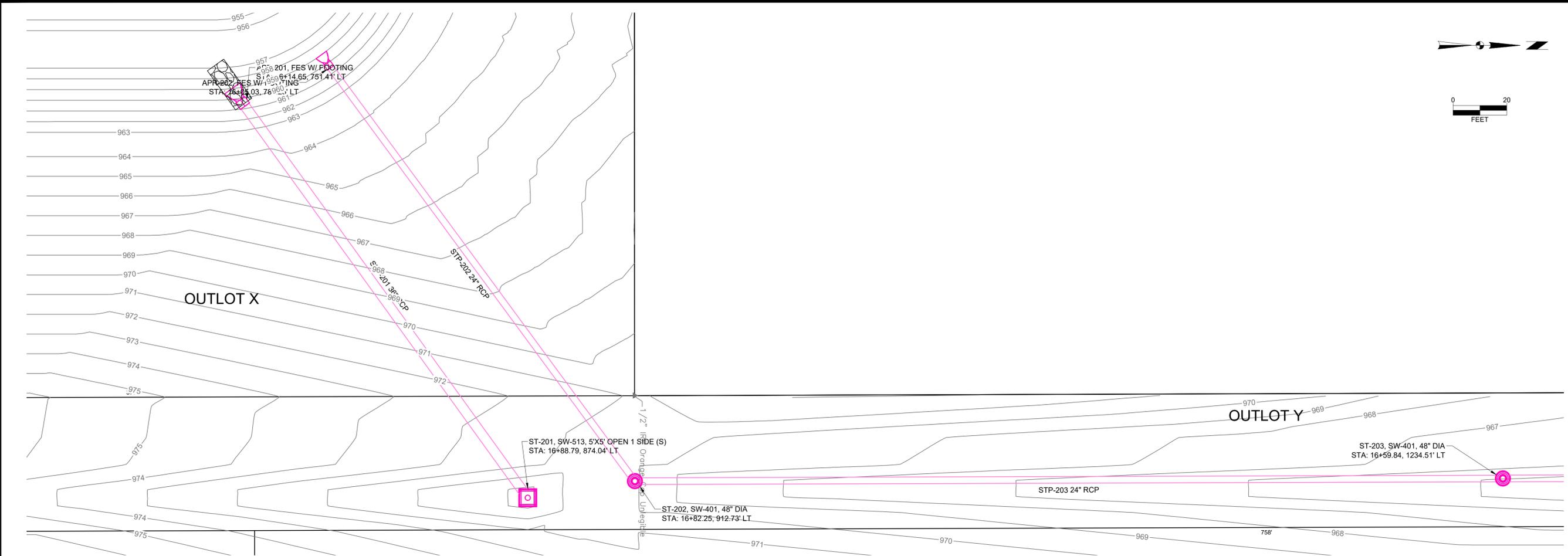
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**SNYDER & ASSOCIATES, INC.**



Project No: 118.1174.08B  
 Sheet M.17

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Engineer: KRN	Checked By: KJS	Scale: 1" = 1:20	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14/W-34	
Project No: 118.1174.08B			Sheet M.17



MARK	REVISION	DATE	BY
	Checked By: KJS	Scale: 1" = 120'	
	Engineer: KRN	Date: 11-05-2021	
	Technician: PCK	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet M.18

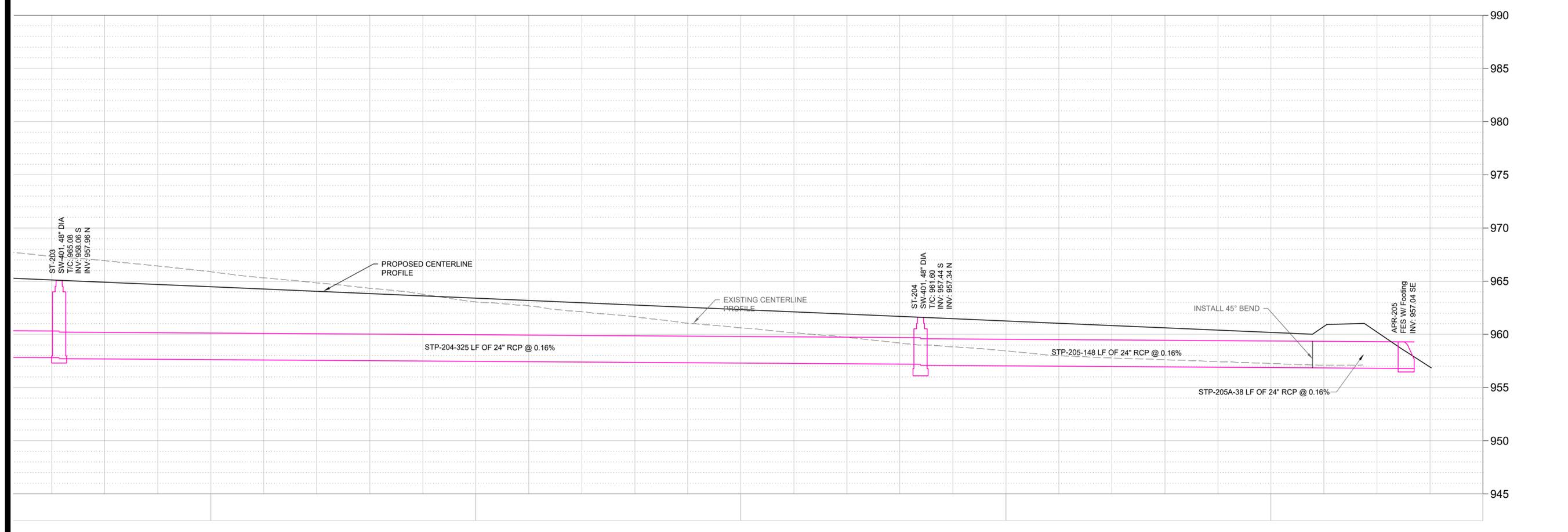
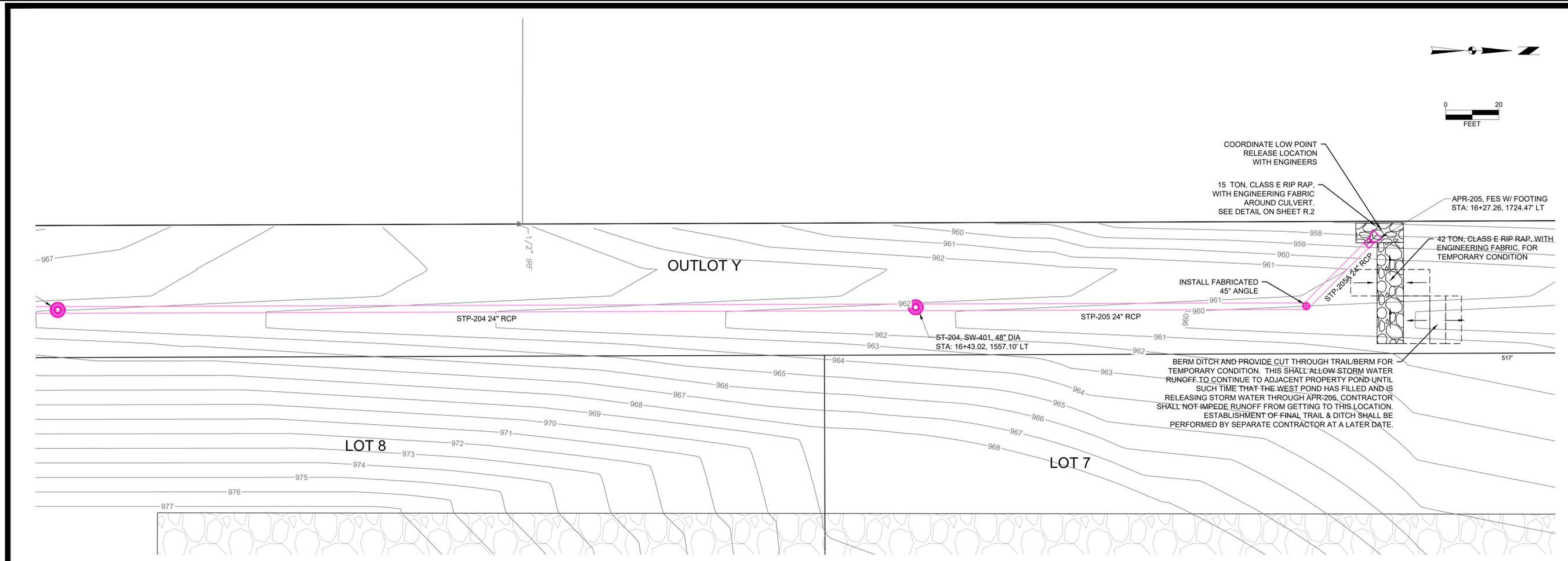
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - WEST DETENTION**  
**CEDAR FALLS, IOWA**

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Project No: 118.1174.08B  
 Sheet M.18



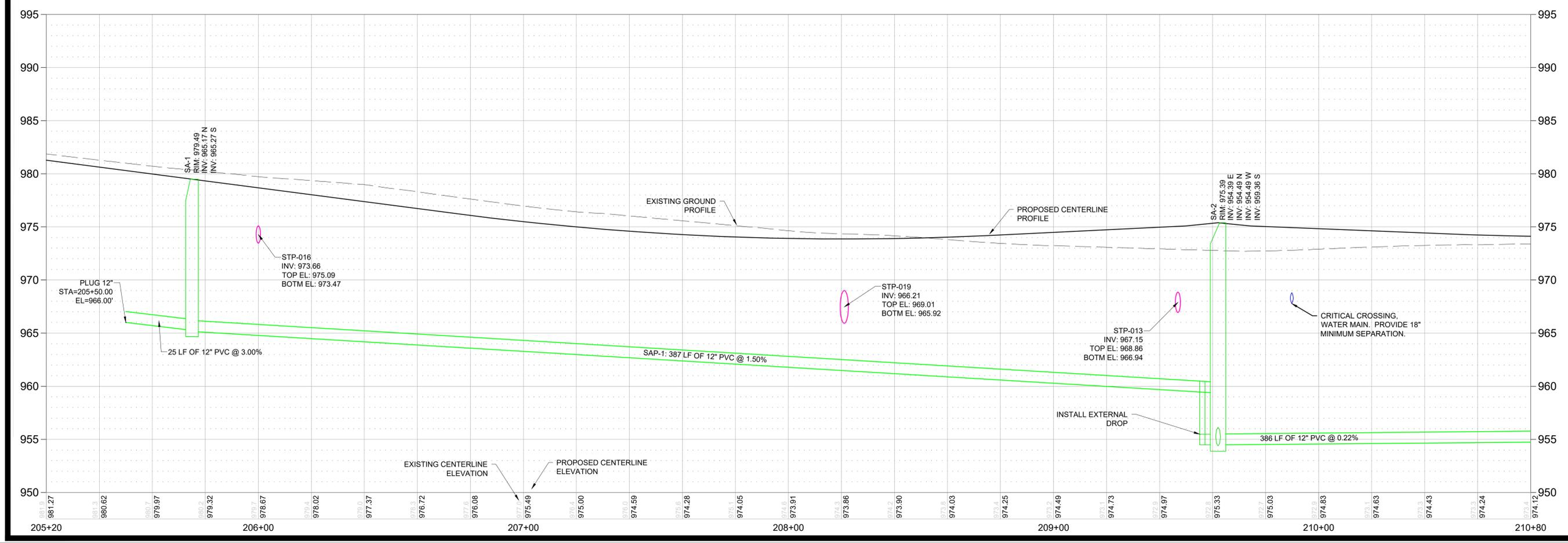
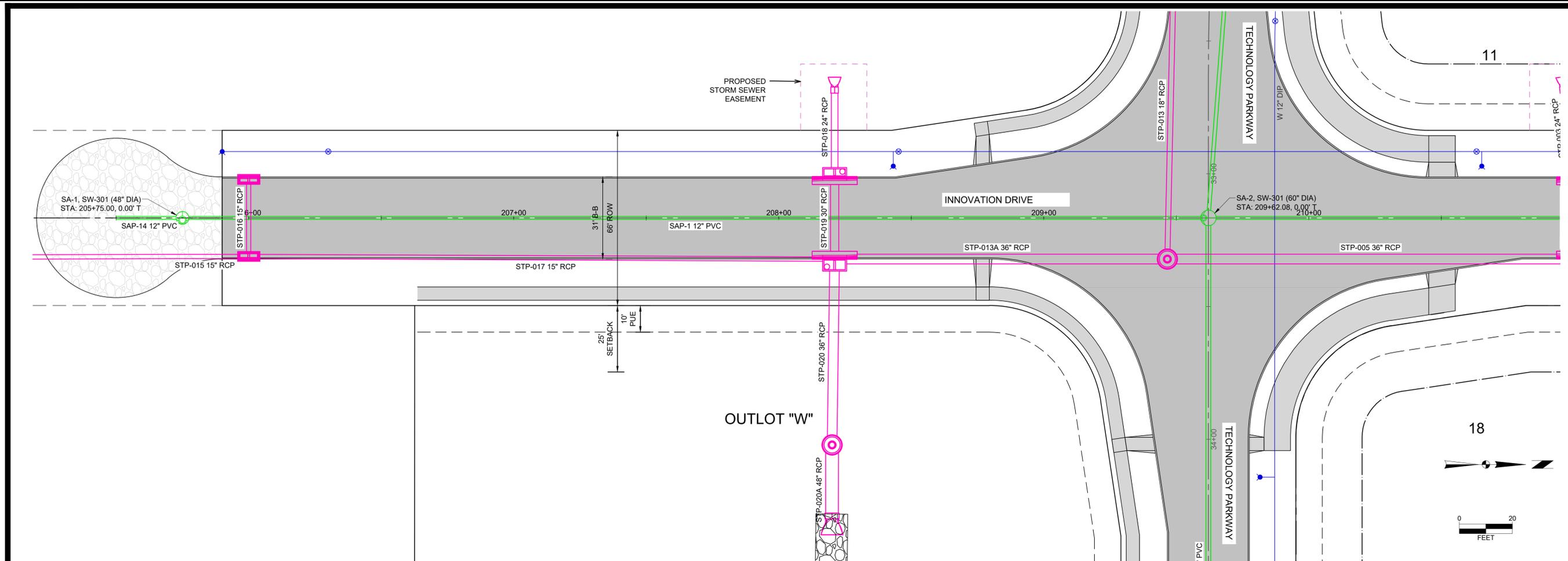
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Engineer: KRN	Checked By: KJS	Scale: 1" = 120'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet <b>M.19</b>

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**STORM SEWER - WEST DETENTION**  
**CEDAR FALLS, IOWA**

**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
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Project No: 118.1174.08B  
 Sheet **M.19**



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MSA.1

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**SANITARY SEWER - INNOVATION DRIVE**

**CEDAR FALLS, IOWA**

**SNYDER & ASSOCIATES, INC.**

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9394 | www.snyder-associates.com

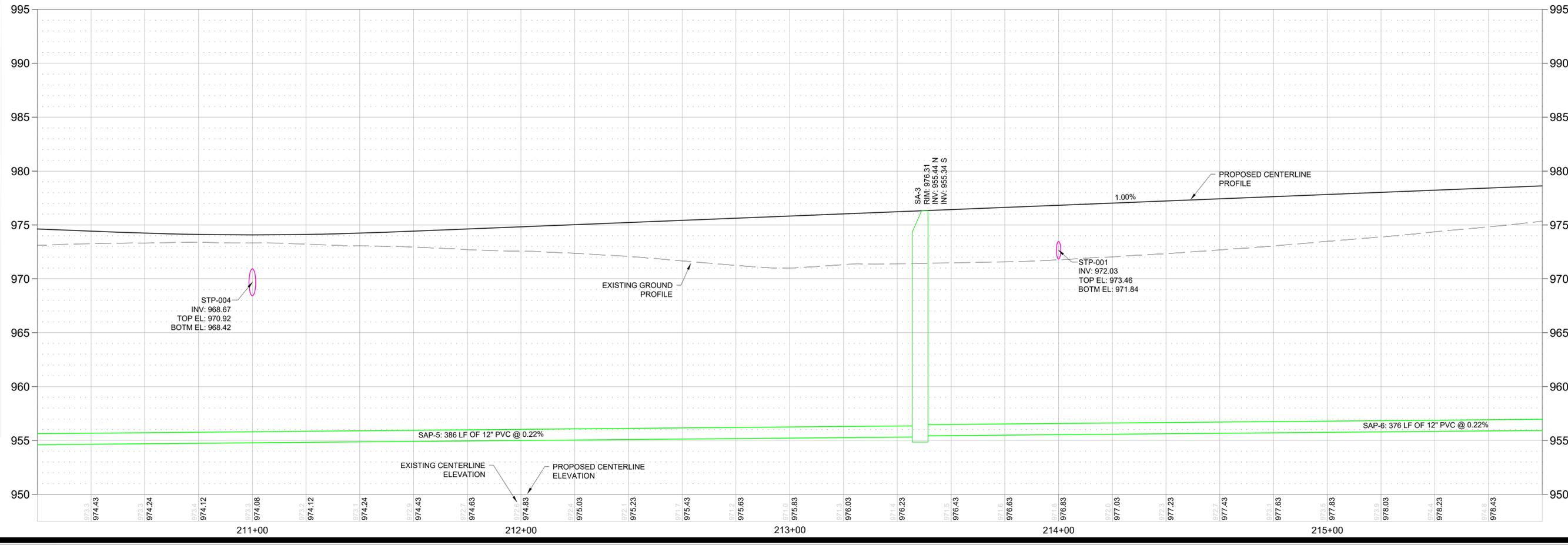
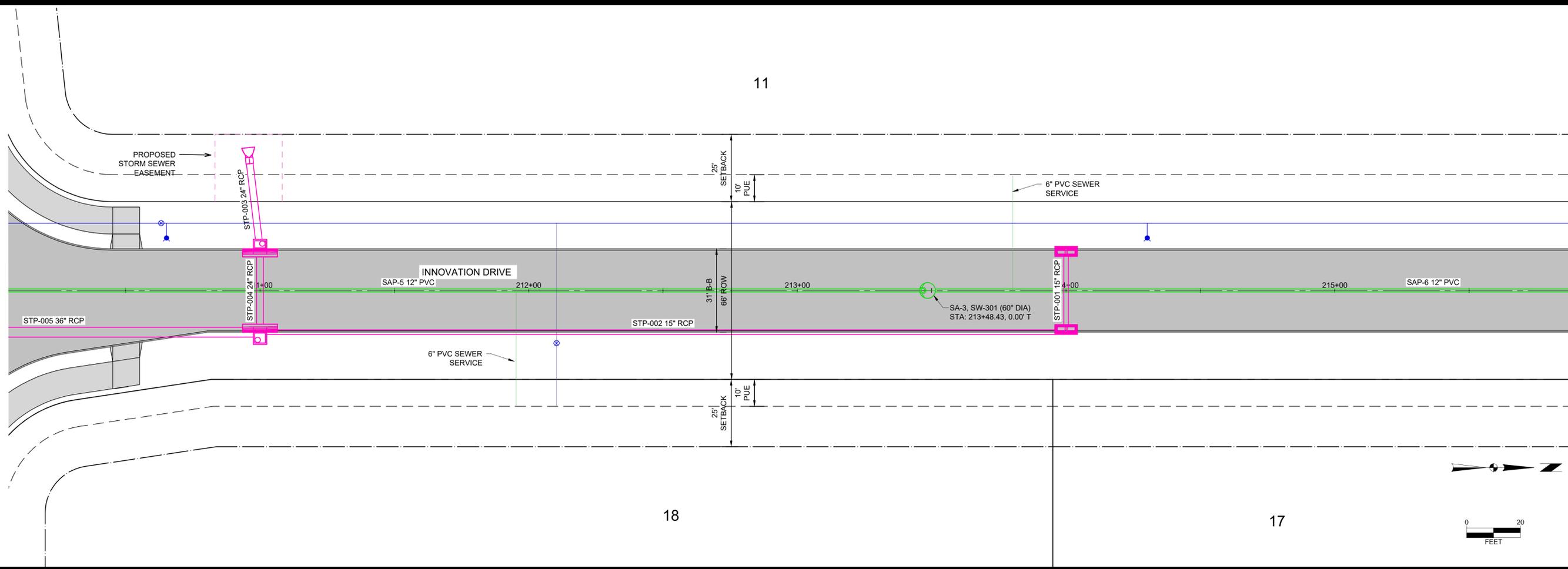
Project No: 118.1174.08B

Sheet MSA.1

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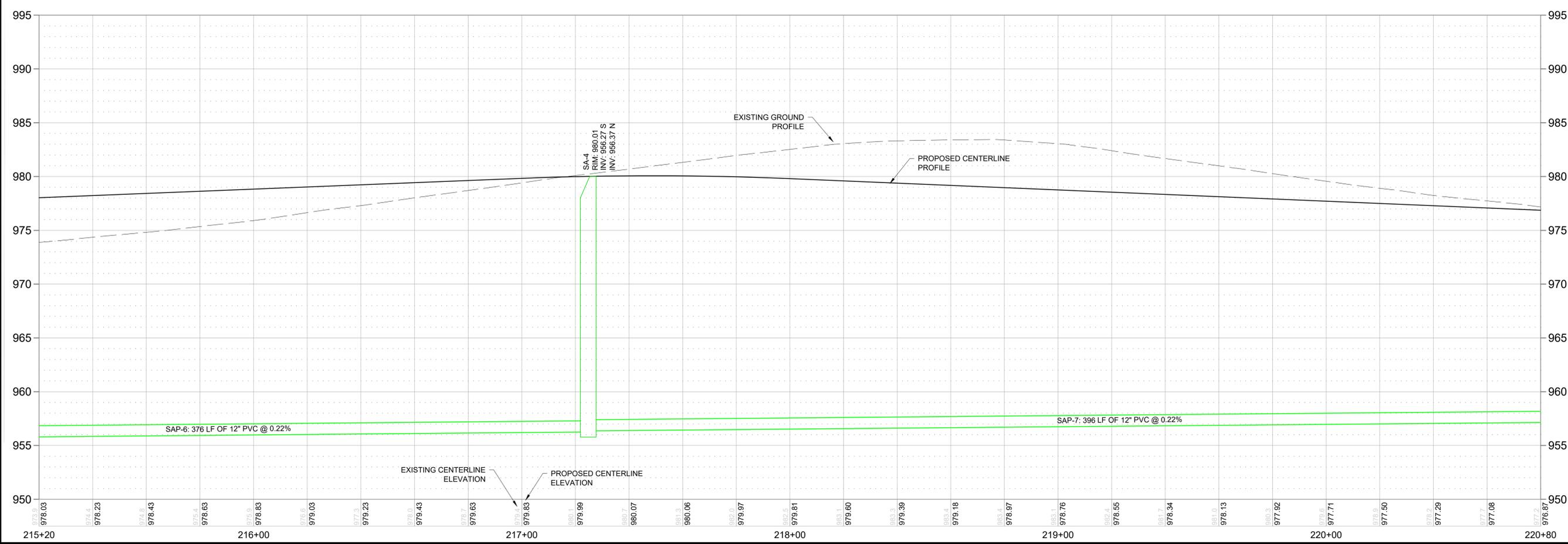
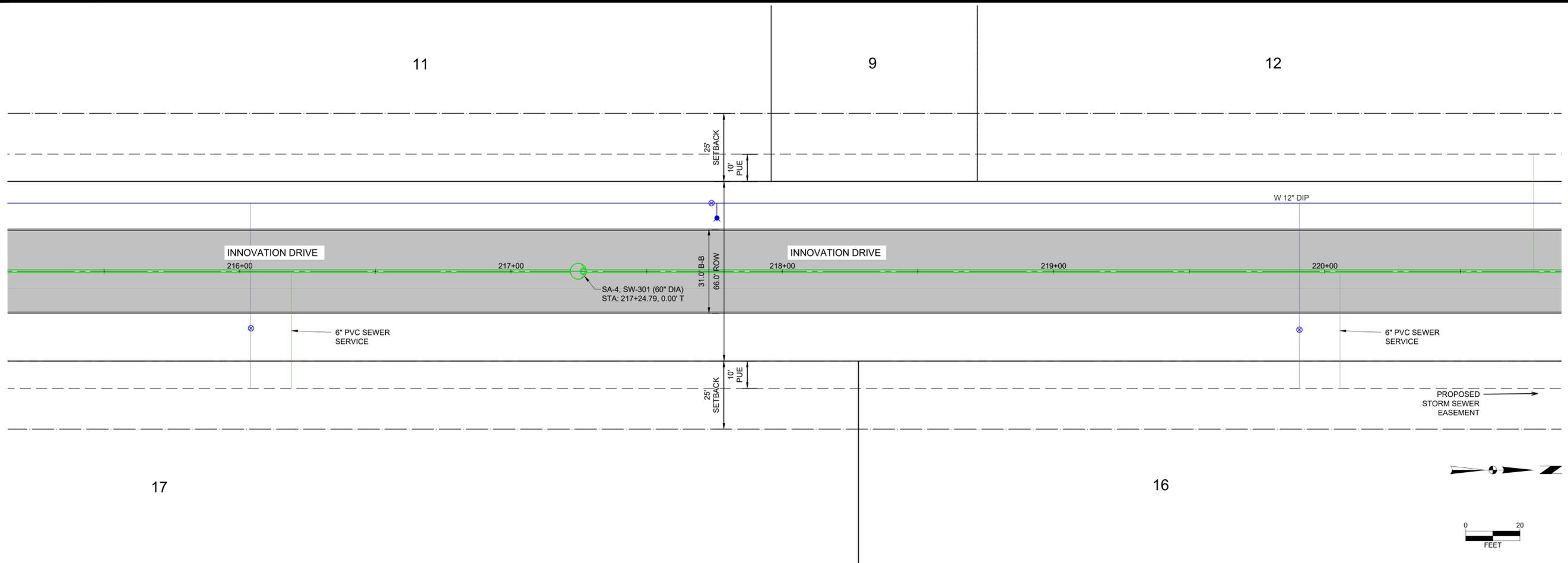
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MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MSA.2

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**SANITARY SEWER - INNOVATION DRIVE**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-862-9394 | www.snyder-associates.com

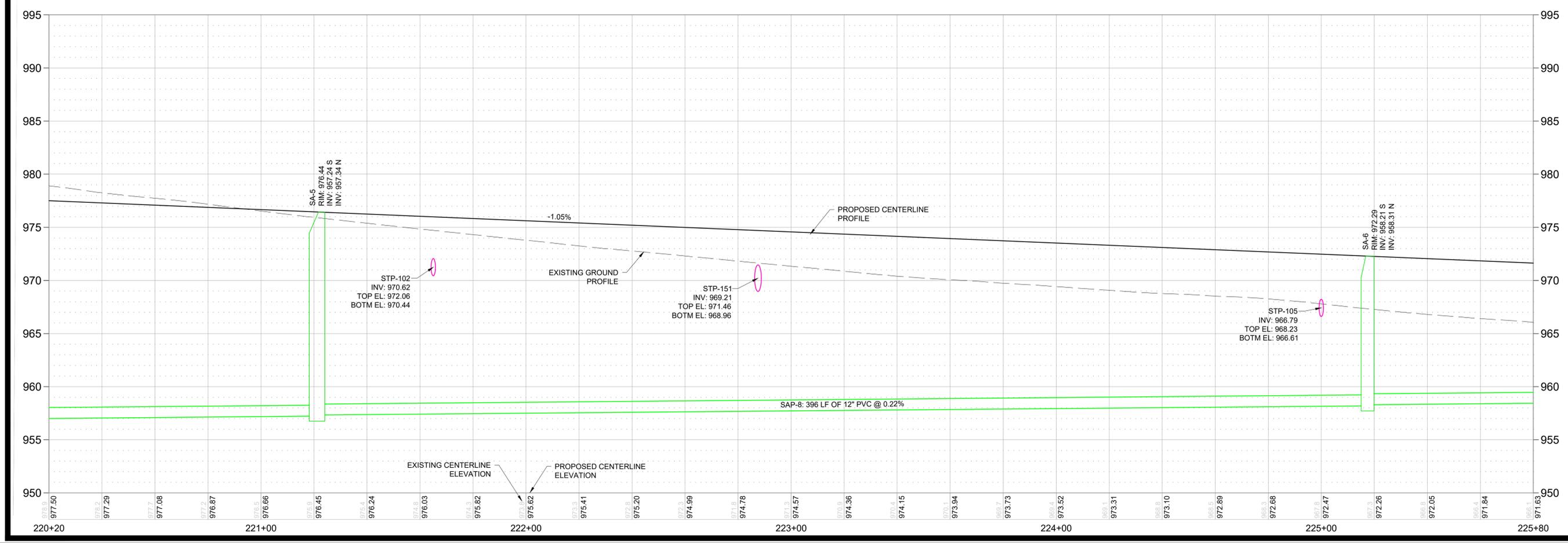
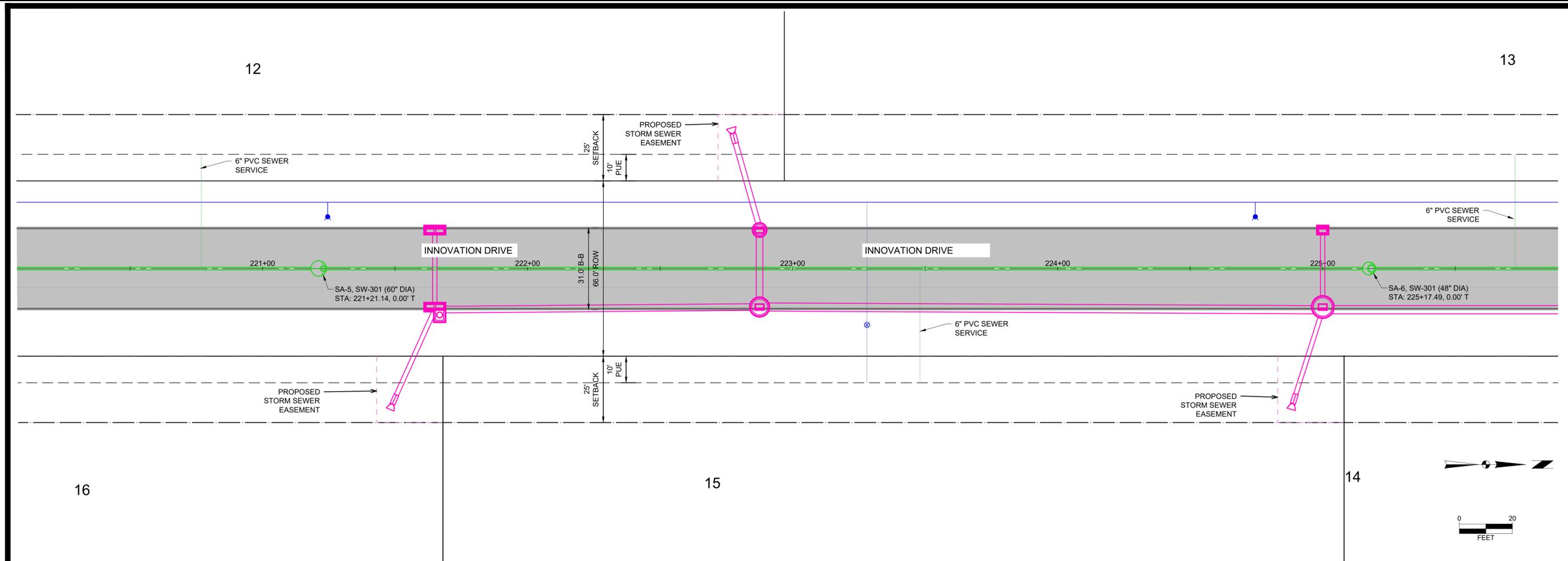
Project No: 118.1174.08B  
 Sheet MSA.2



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Technician: PCK			T-R-S: 89N-14W-34
Project No: 118.1174.08B			Sheet MSA.3

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**SANITARY SEWER - INNOVATION DRIVE**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394 | www.snyder-associates.com

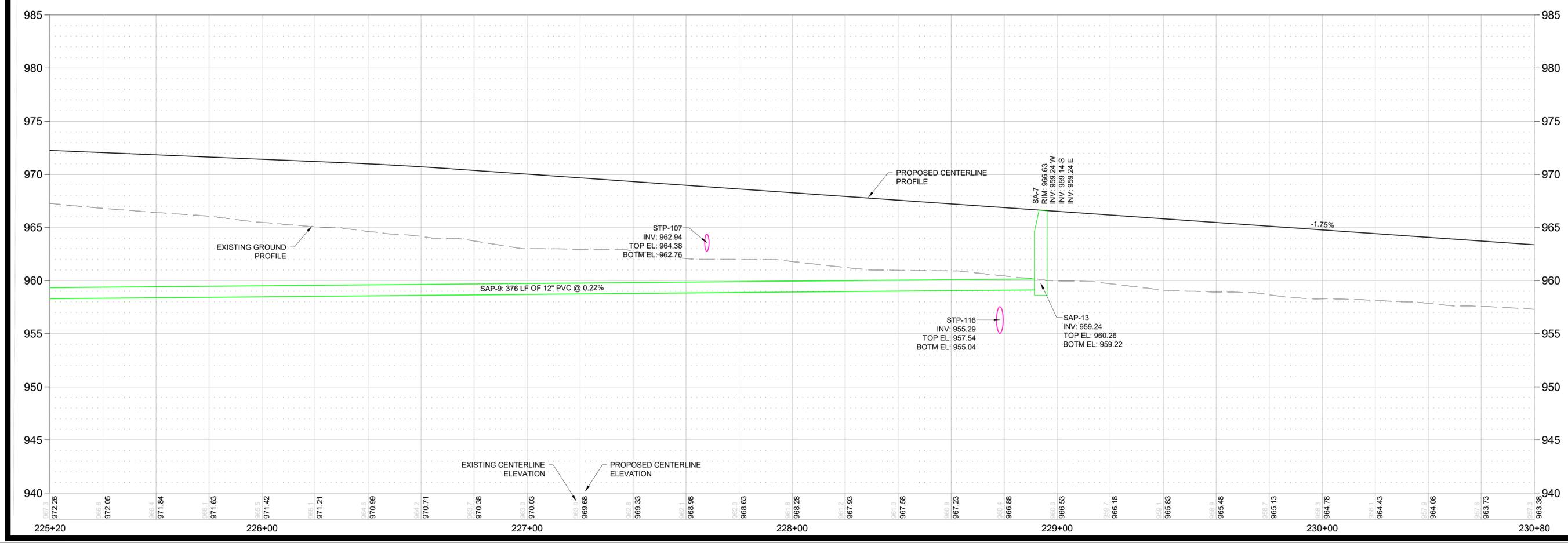
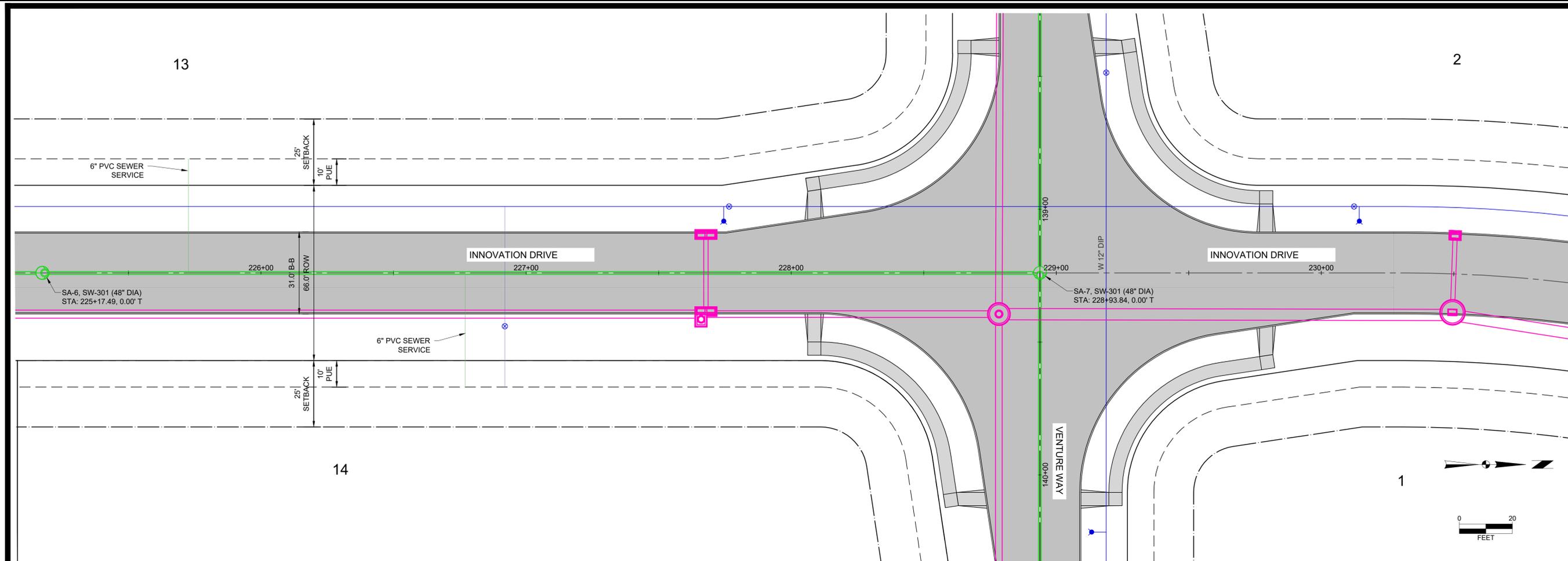
Project No: 118.1174.08B  
 Sheet MSA.3



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MSA.4

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**SANITARY SEWER - INNOVATION DRIVE**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394 | www.snyder-associates.com

Project No: 118.1174.08B  
 Sheet MSA.4



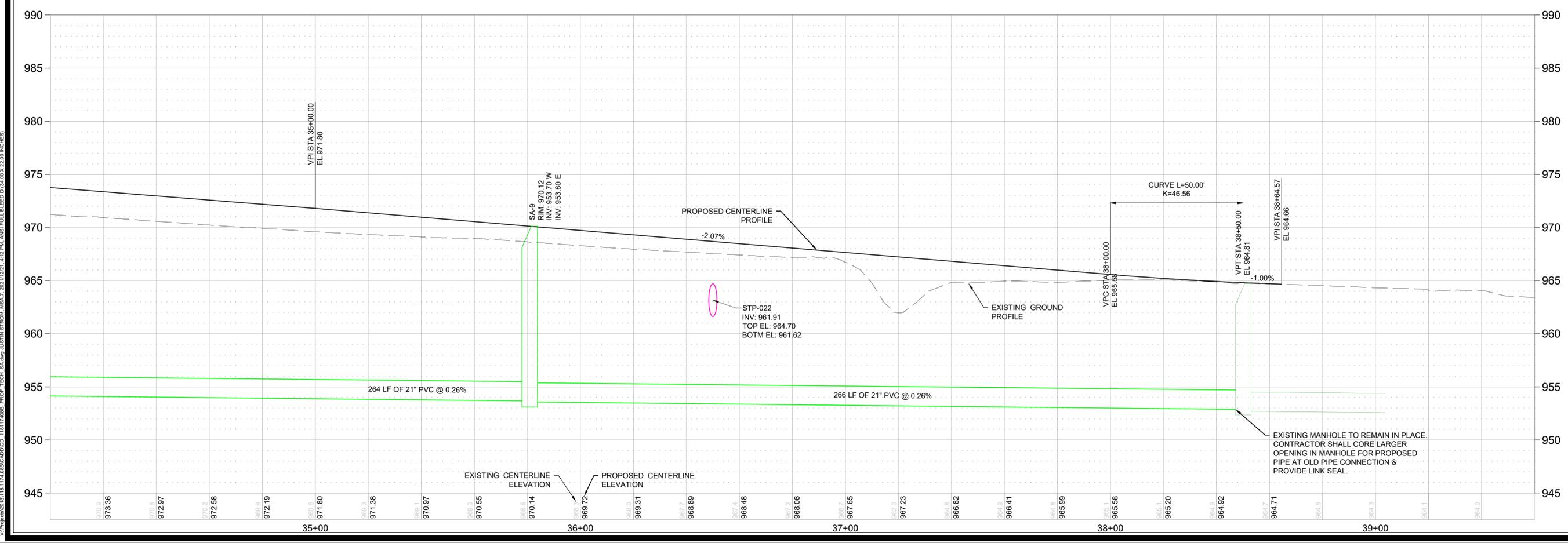
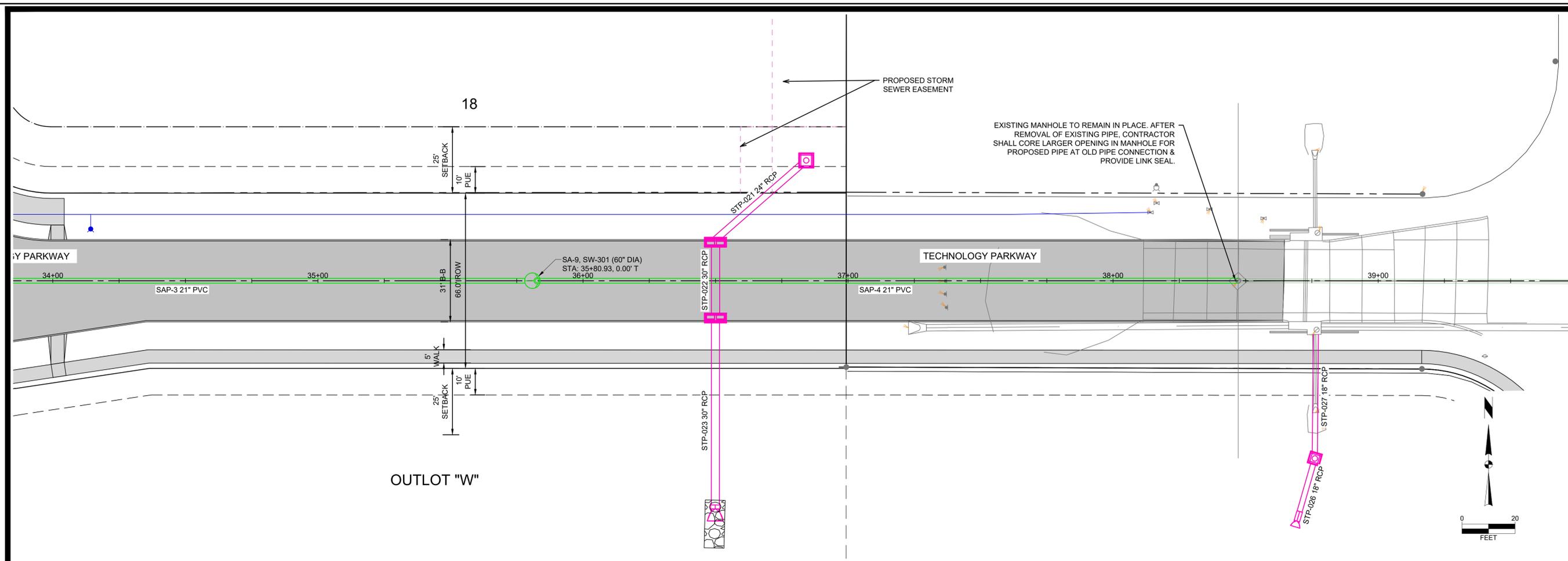
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Project No: 118.1174.08B			Sheet MSA.5

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**SANITARY SEWER - INNOVATION DRIVE**  
**SNYDER & ASSOCIATES, INC.**  
 CEDAR FALLS, IOWA  
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Project No: 118.1174.08B  
 Sheet MSA.5





**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**SANITARY SEWER - TECHNOLOGY PARKWAY**

CEDAR FALLS, IOWA

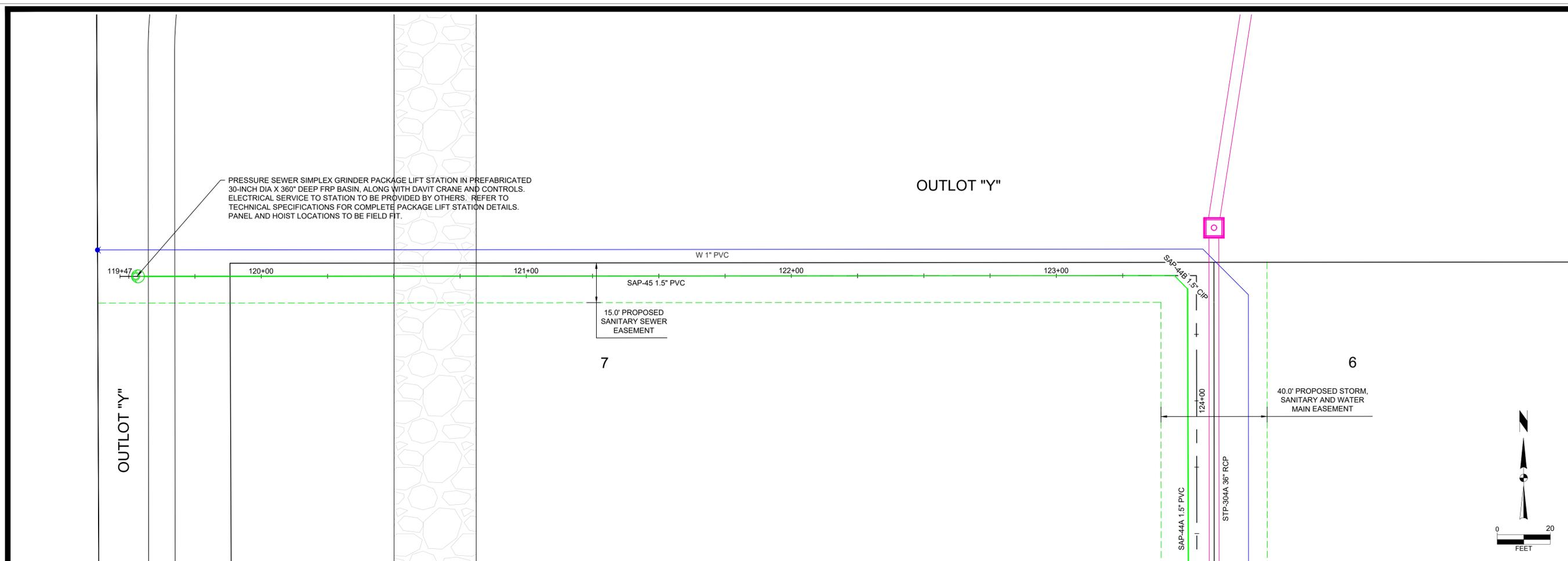
5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com



Project No: 118.1174.08B  
Sheet MSA.7

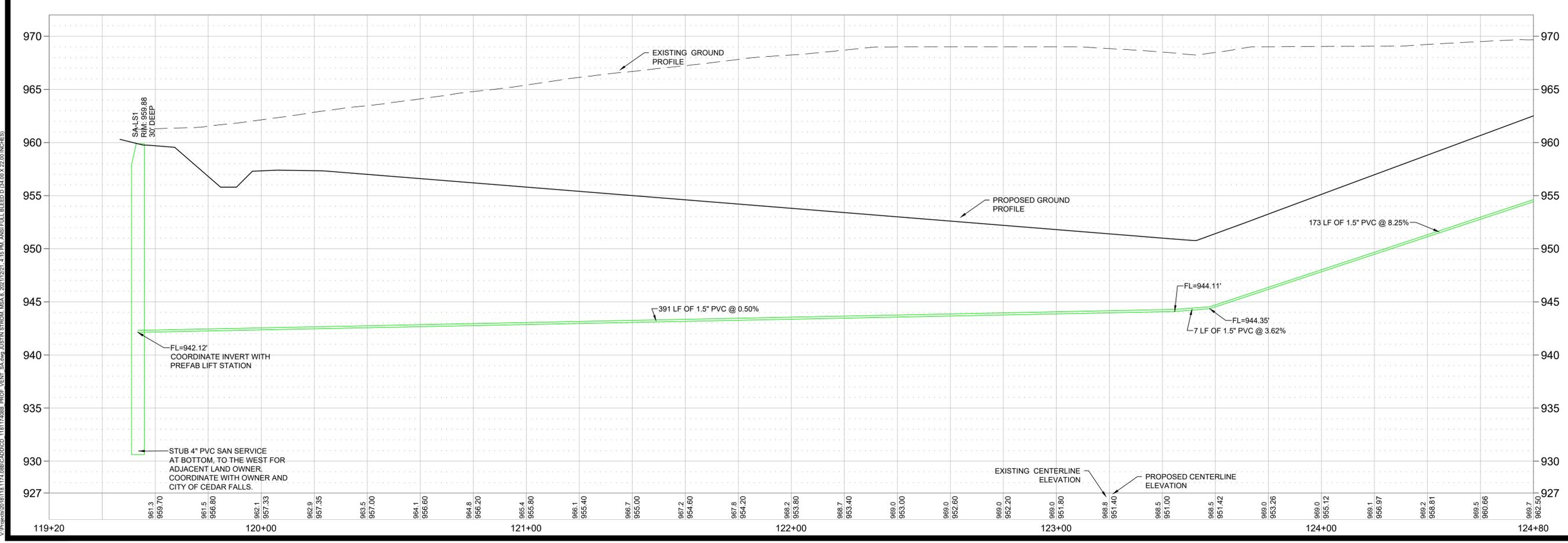
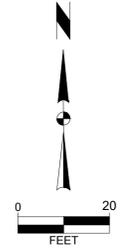
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Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MSA.7

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PRESSURE SEWER SIMPLEX GRINDER PACKAGE LIFT STATION IN PREFABRICATED 30-INCH DIA X 360\"/>

OUTLOT "Y"



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MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MSA.8

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**SANITARY SEWER - VENTURE WAY**

**CEDAR FALLS, IOWA**

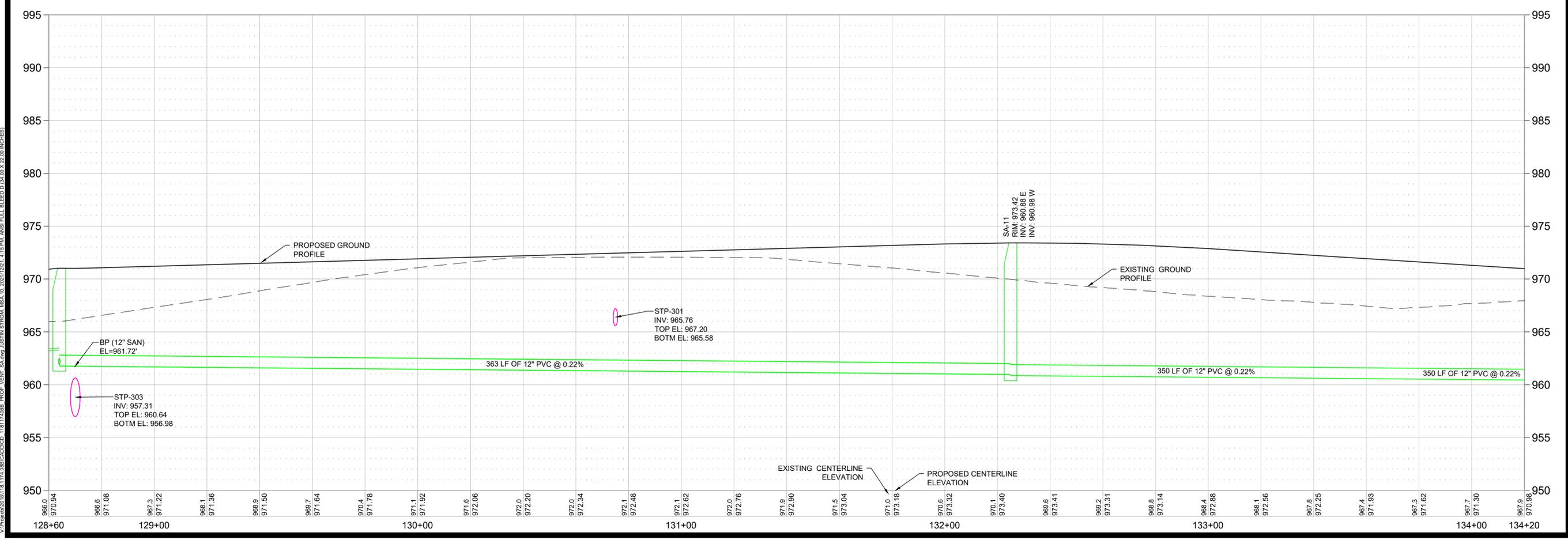
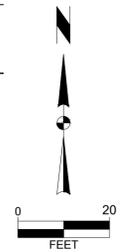
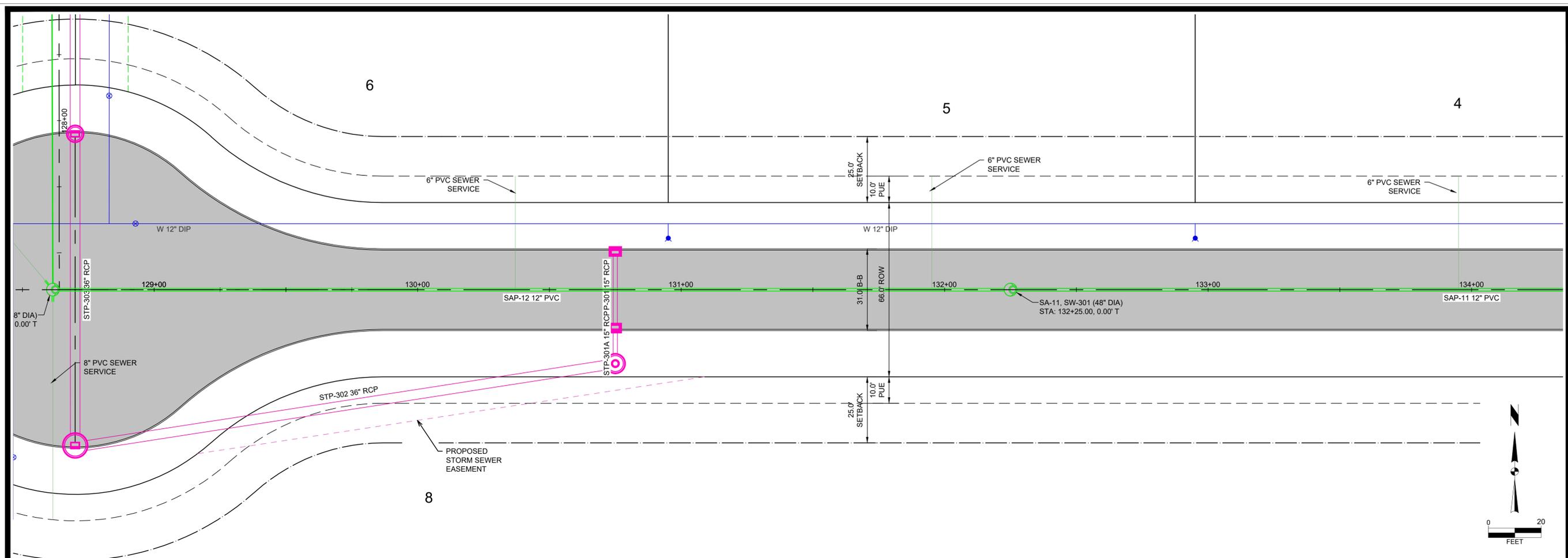
**SNYDER & ASSOCIATES, INC.**

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Project No: 118.1174.08B

Sheet MSA.8





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MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

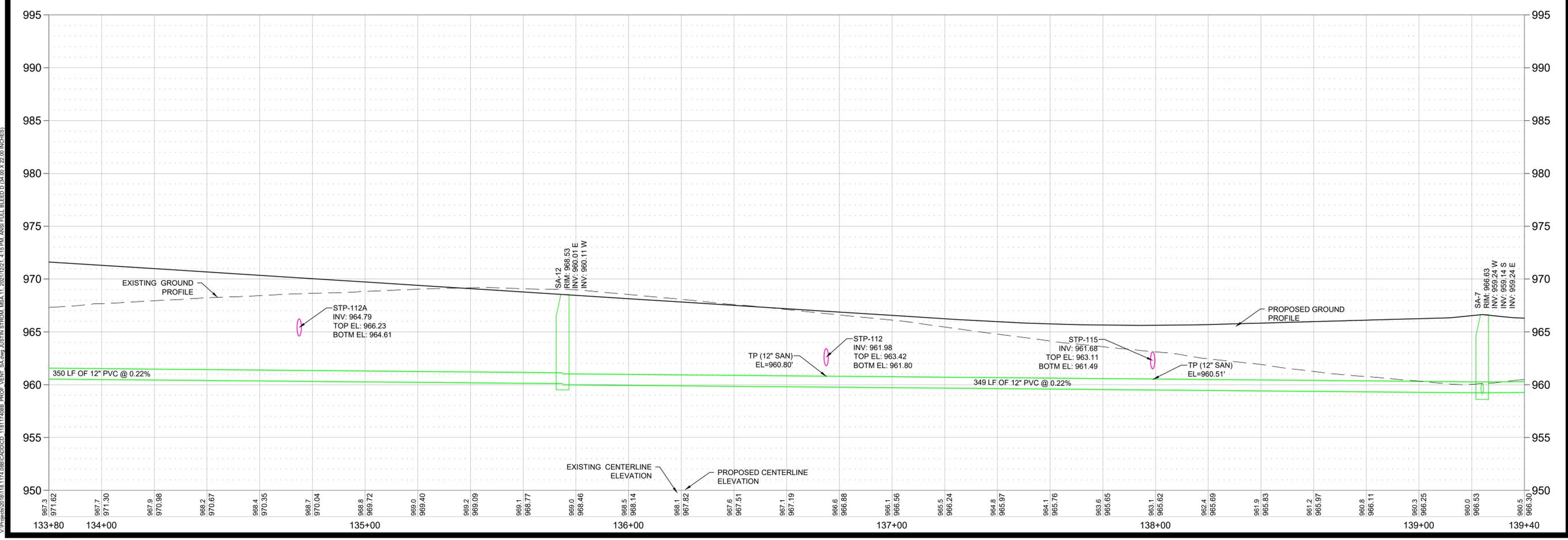
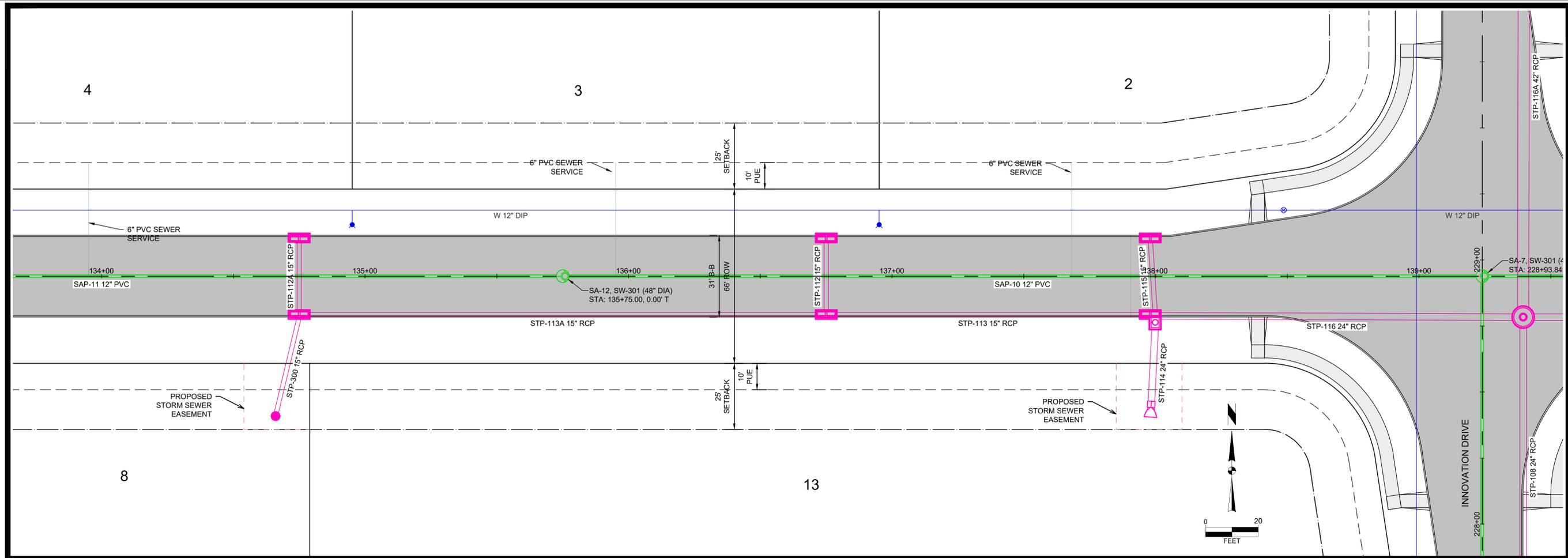
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**SANITARY SEWER - VENTURE WAY**

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Project No: 118.1174.08B  
 Sheet MSA.10



MARK	REVISION	DATE	BY
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

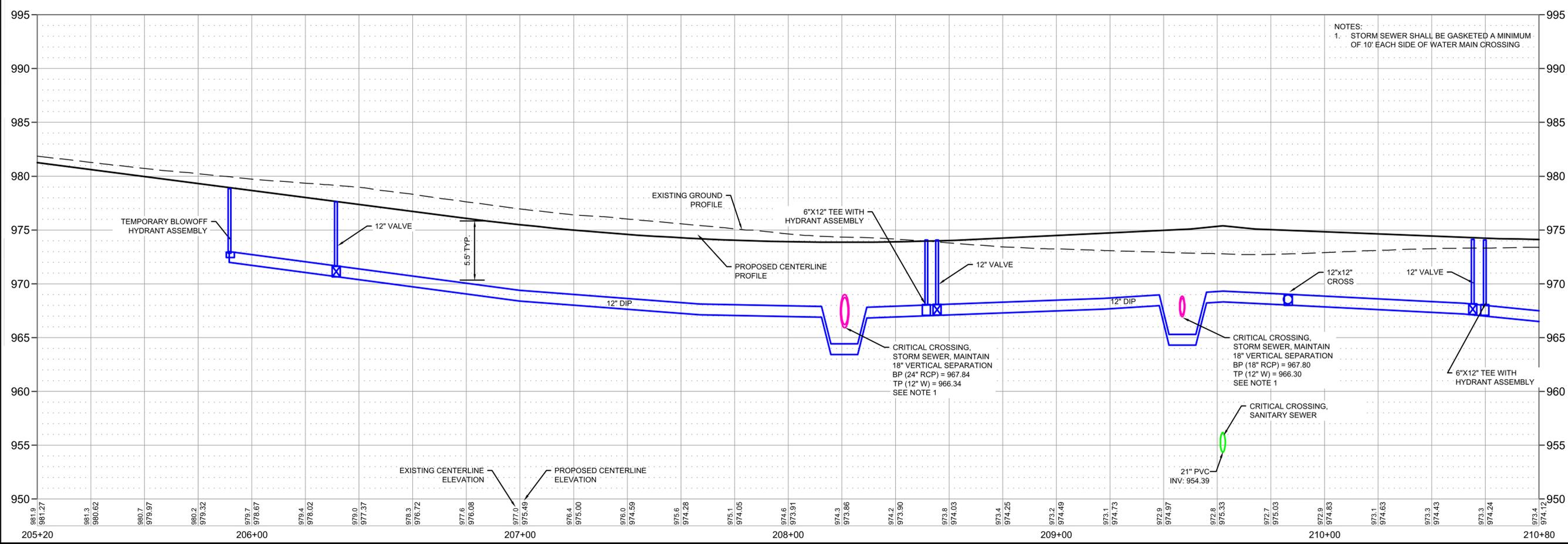
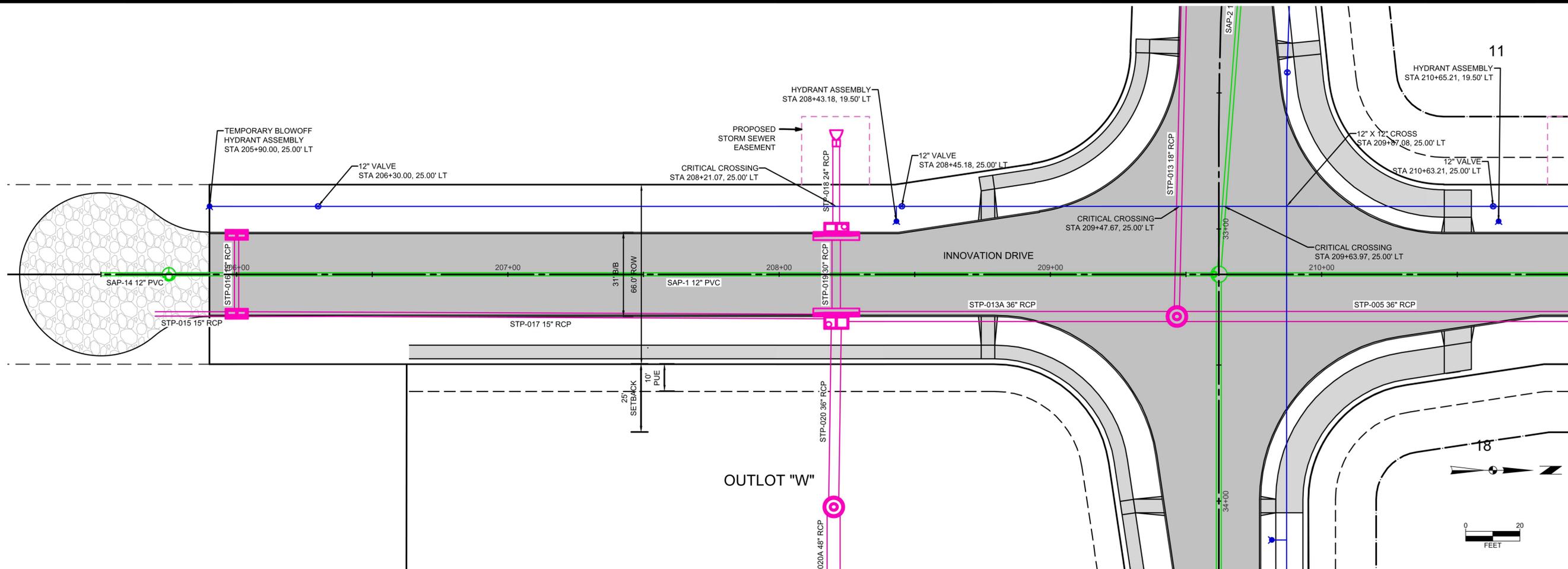
Project No: 118.1174.08B  
Sheet MSA.11

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**SANITARY SEWER - VENTURE WAY**  
**CEDAR FALLS, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
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Project No: 118.1174.08B  
Sheet MSA.11

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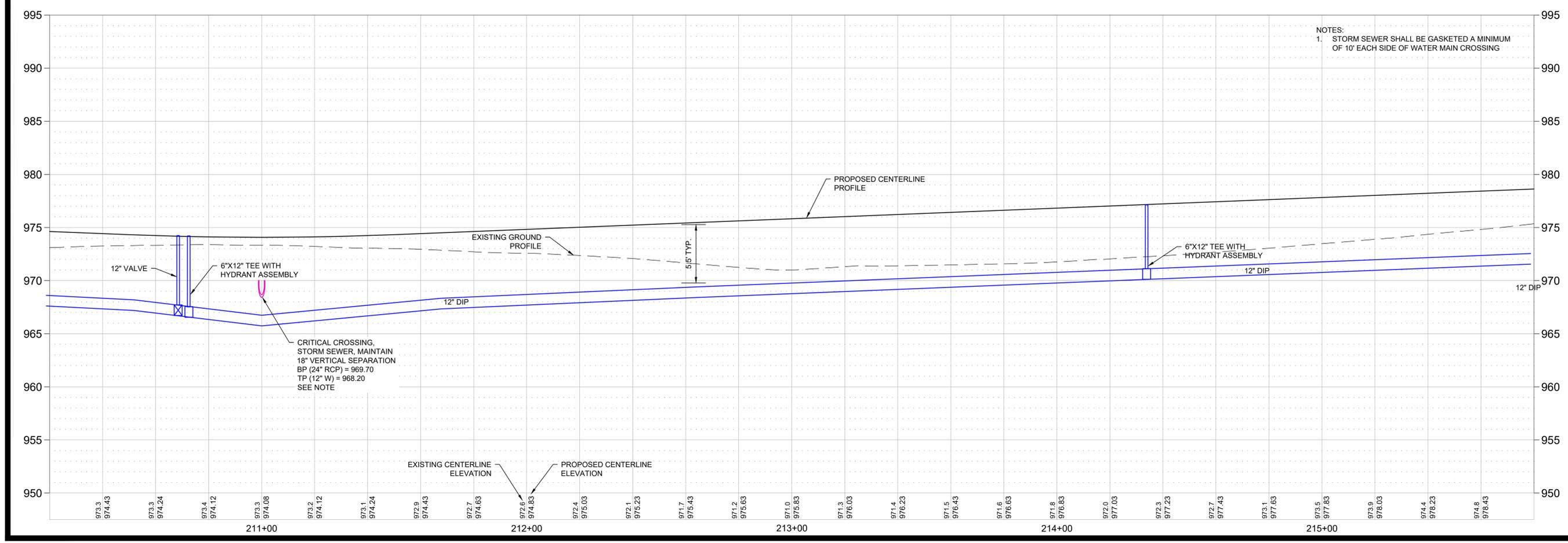
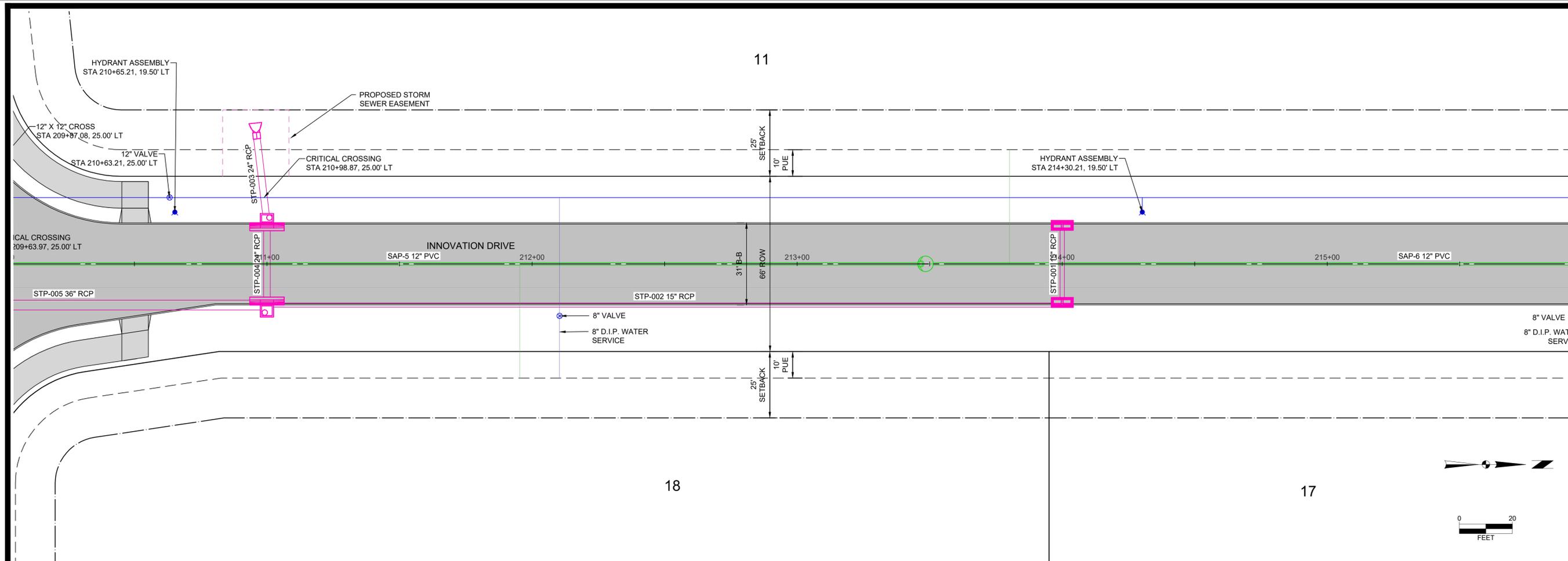


NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MWM.1

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - INNOVATION DRIVE**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
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 Sheet MWM.1



MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B  
Sheet MWM.2

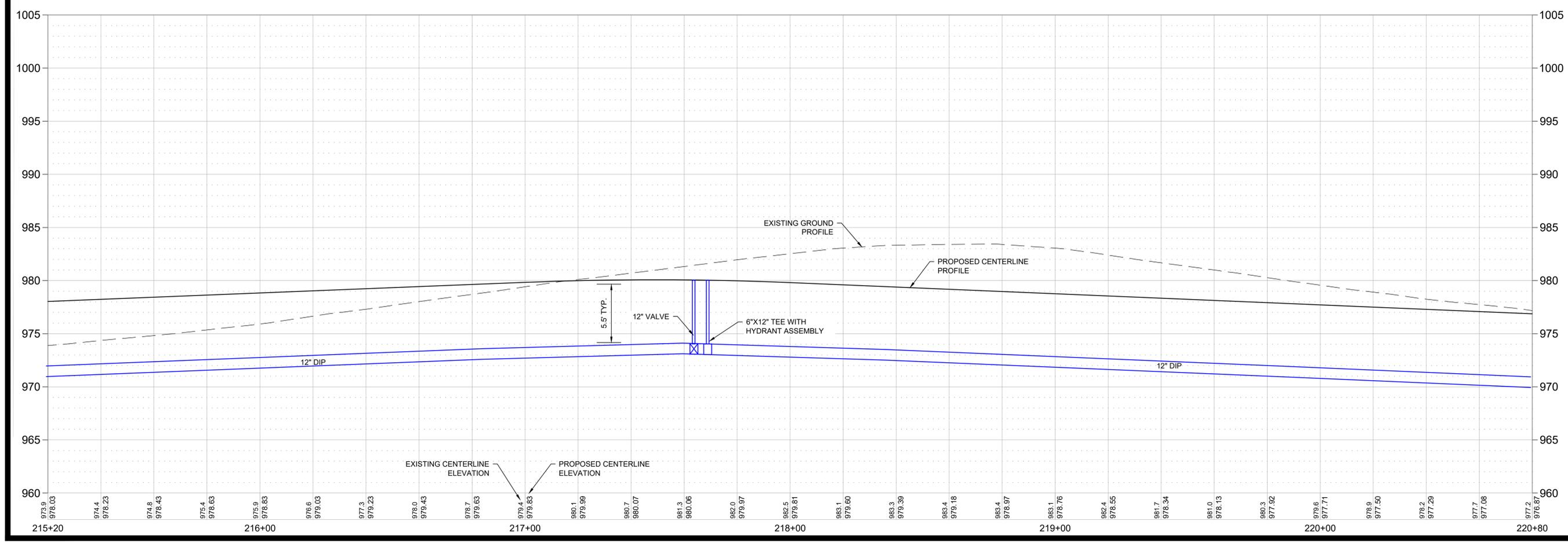
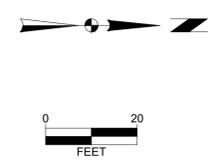
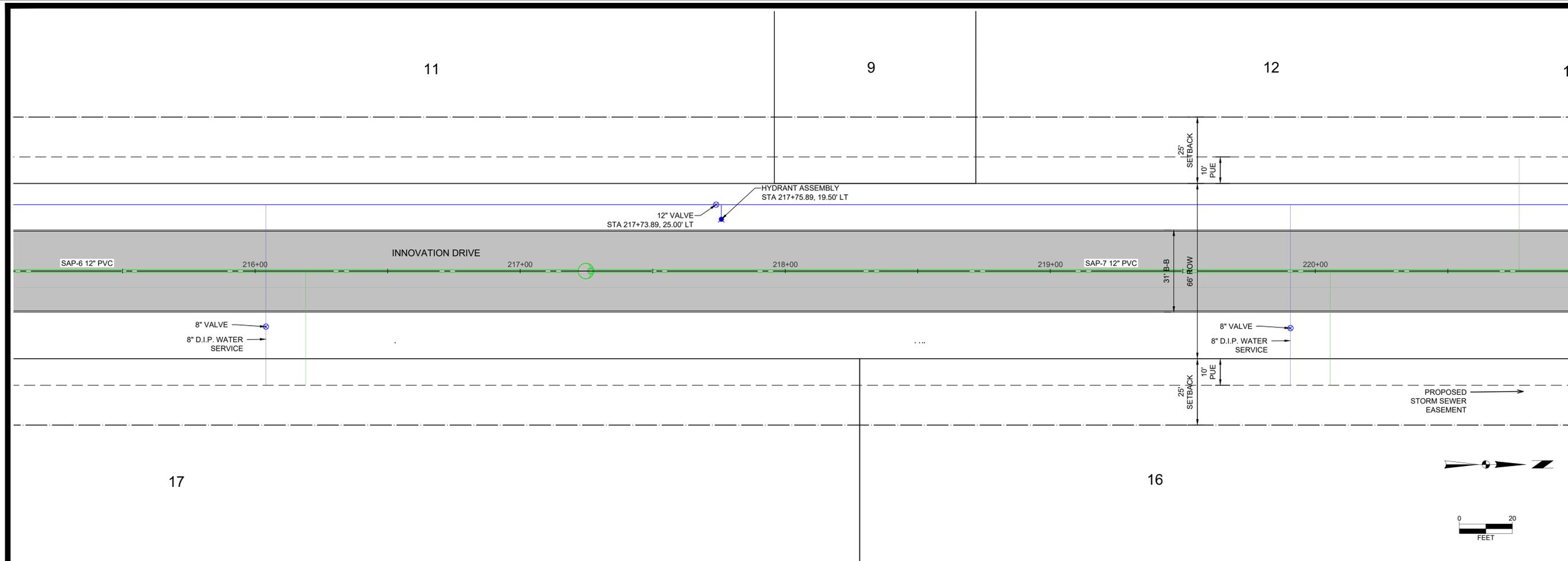
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - INNOVATION DRIVE**  
**CEDAR FALLS, IOWA**

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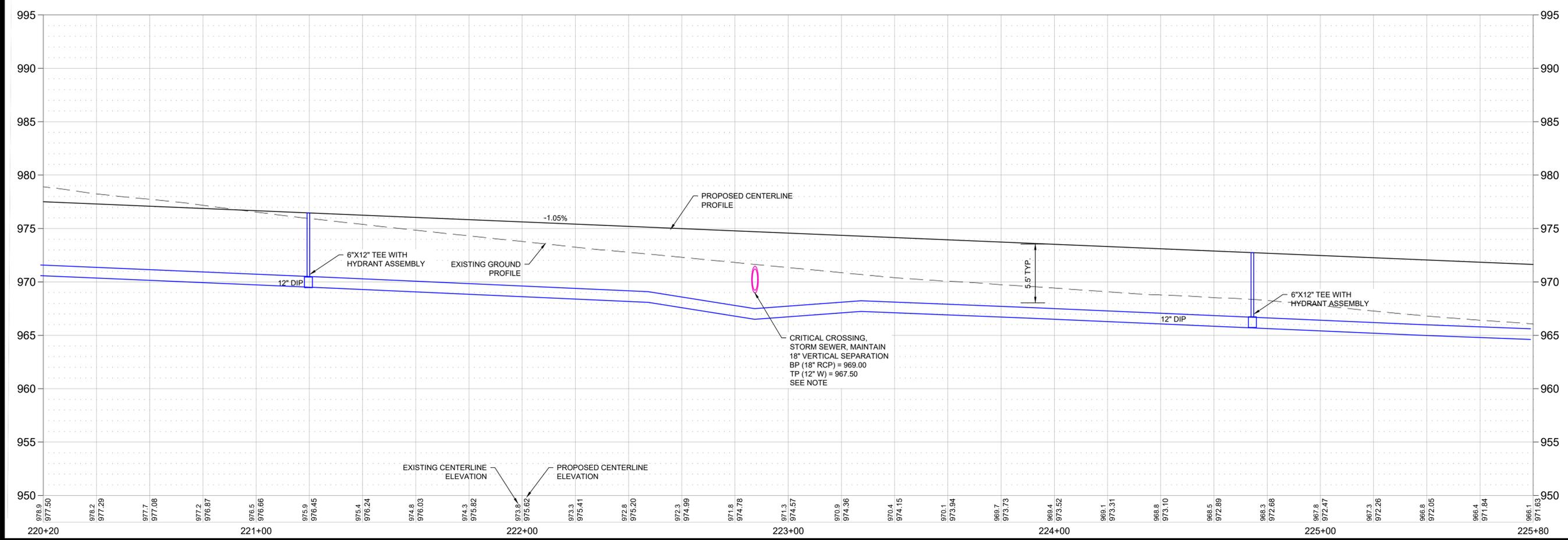
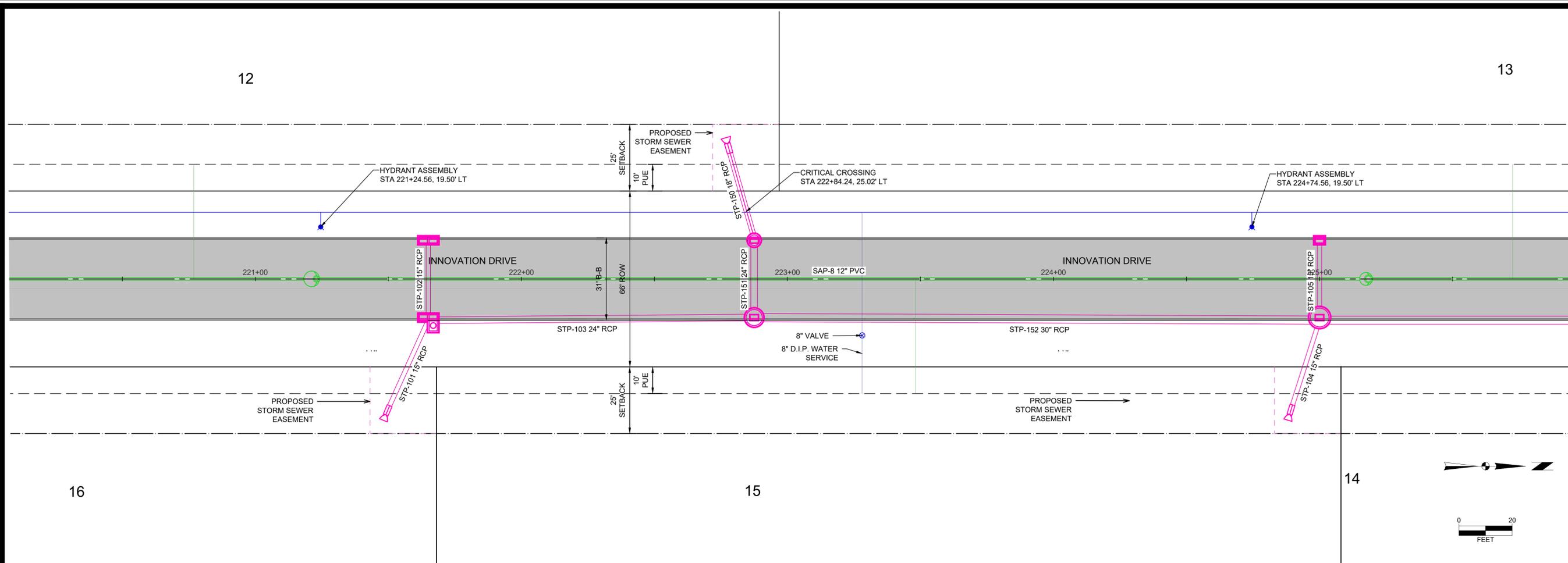
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MWM.3

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - INNOVATION DRIVE**  
**CEDAR FALLS, IOWA**  
**SNYDER & ASSOCIATES, INC.**  
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 Sheet MWM.3



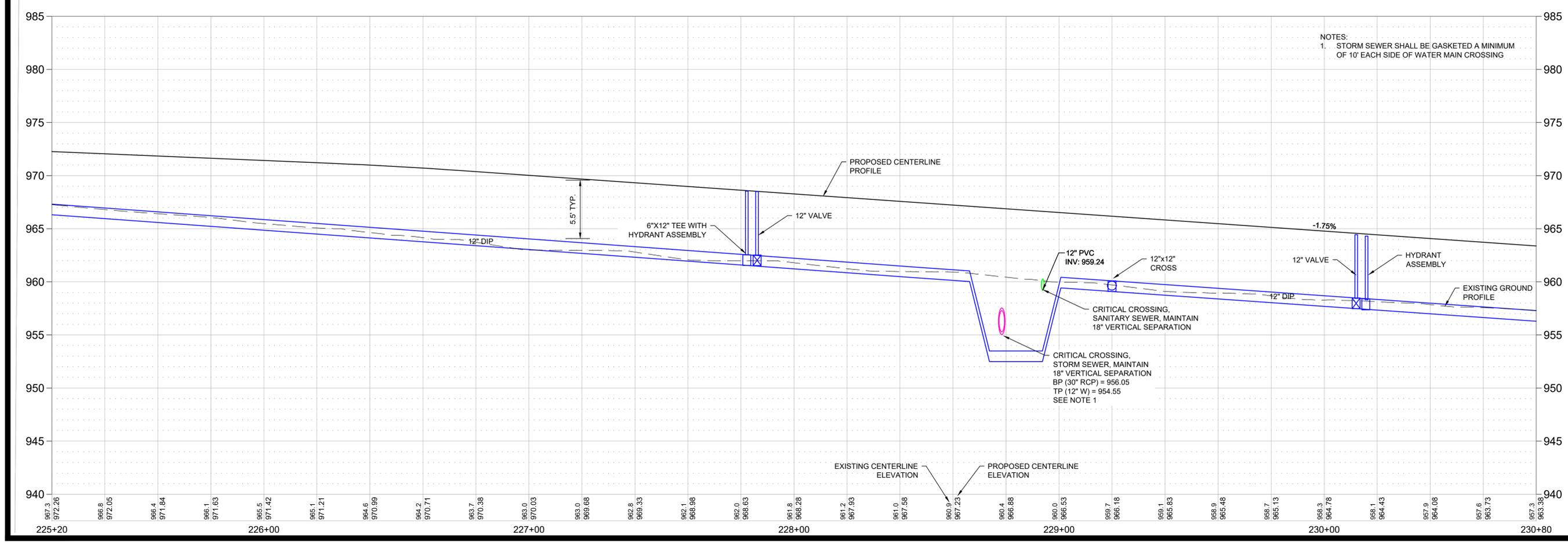
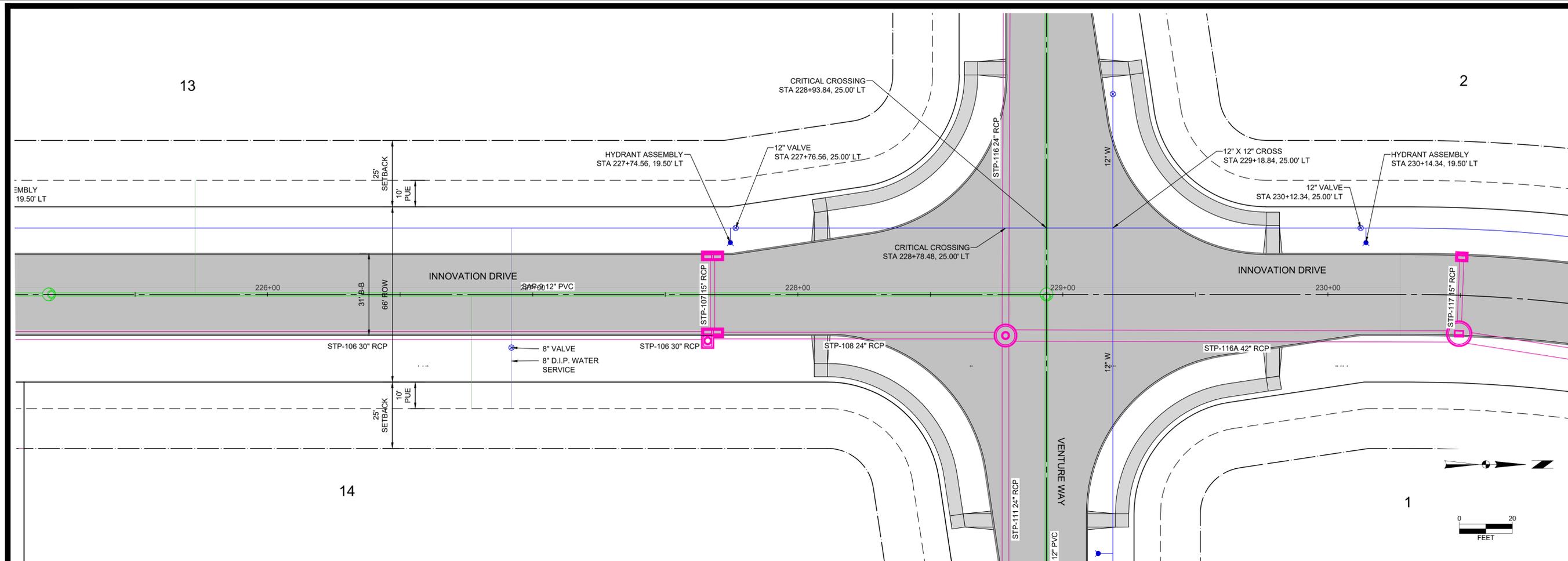
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MWM.4

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - INNOVATION DRIVE**  
 CEDAR FALLS, IOWA

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Project No: 118.1174.08B  
 Sheet MWM.4



NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - INNOVATION DRIVE**

CEDAR FALLS, IOWA

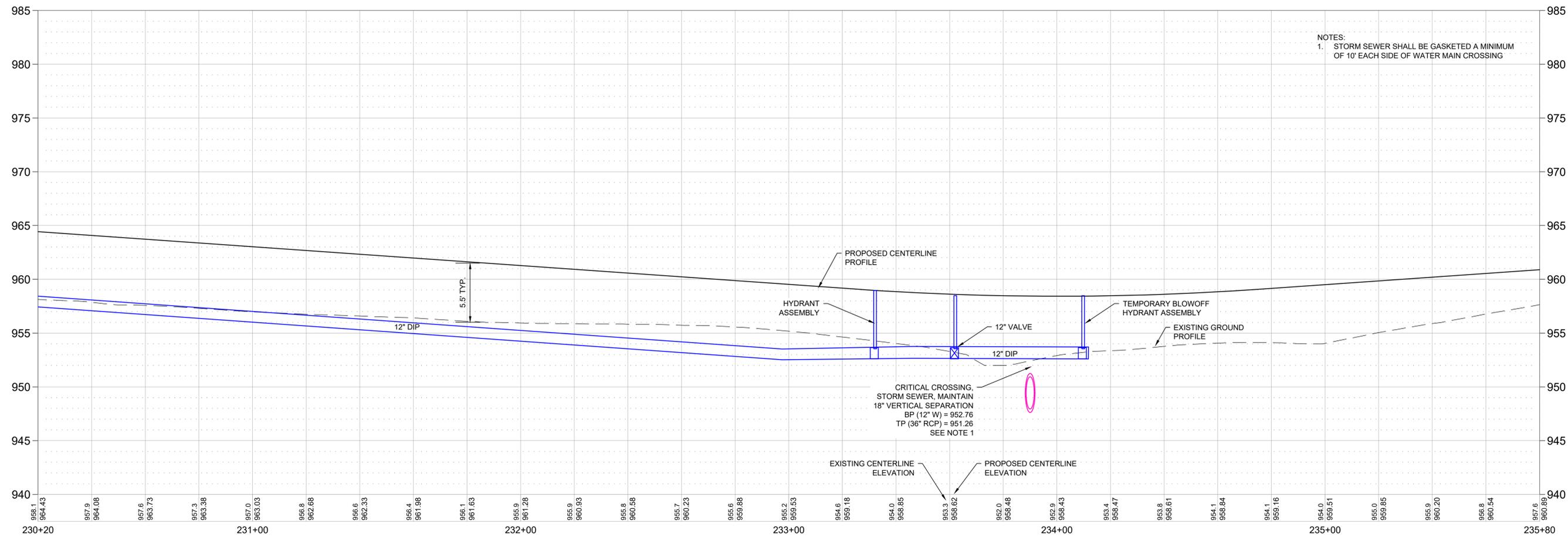
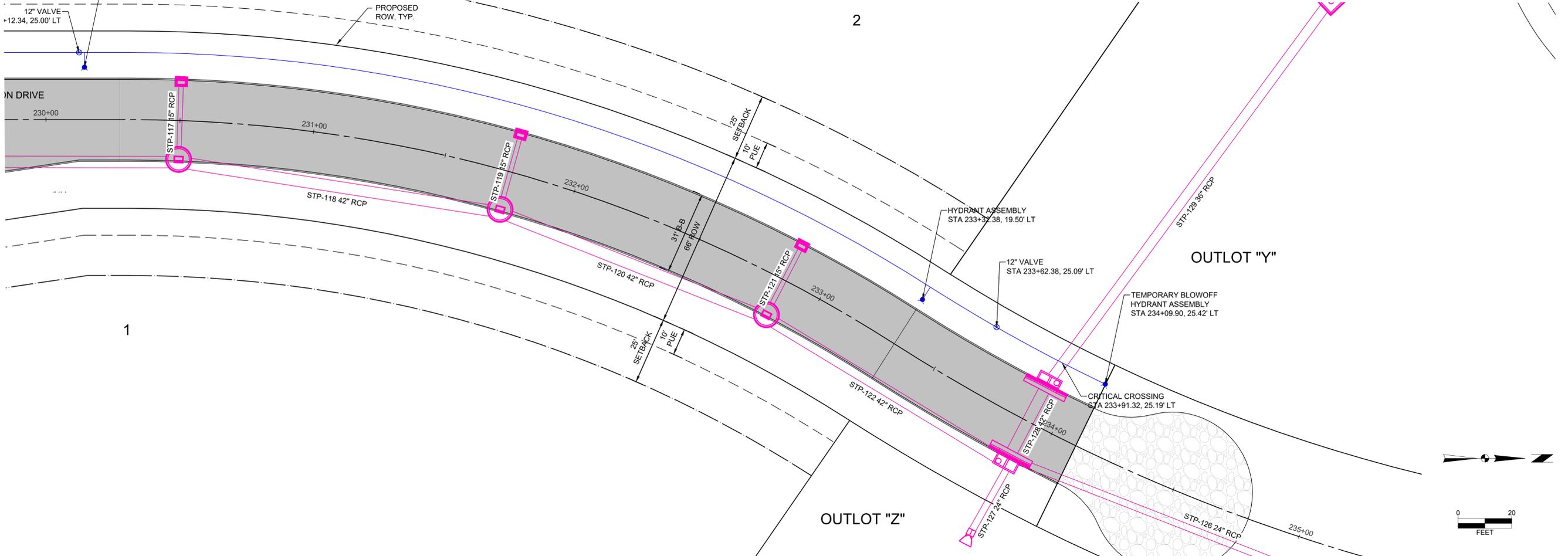
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Project No: 118.1174.08B  
 Sheet MWM.5

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJIS	Scale: 1" = 20'	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

Project No: 118.1174.08B  
 Sheet MWM.5



MARK	REVISION	DATE	BY
	Checked By: KJIS	Scale: 1" = 20'	
	Engineer: KRN	Date: 11-05-2021	T-R-S: 89N-14W-34
	Technician: PCK		
Project No: 118.1174.08B			Sheet MWM.6

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

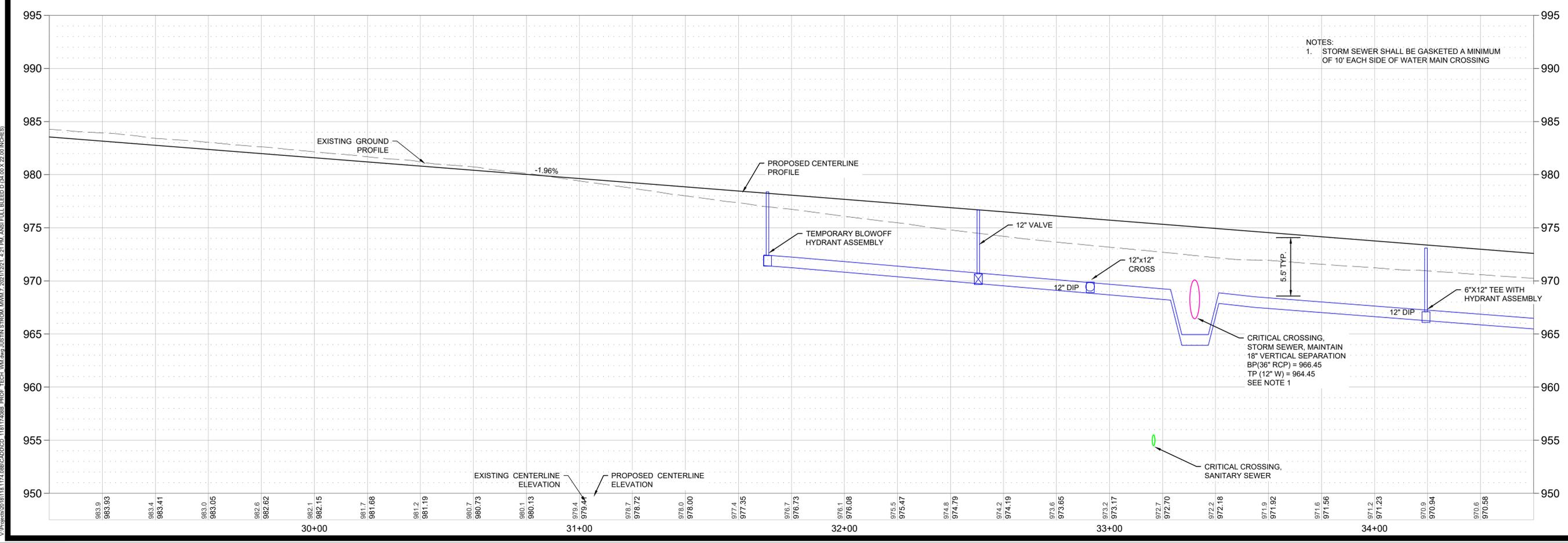
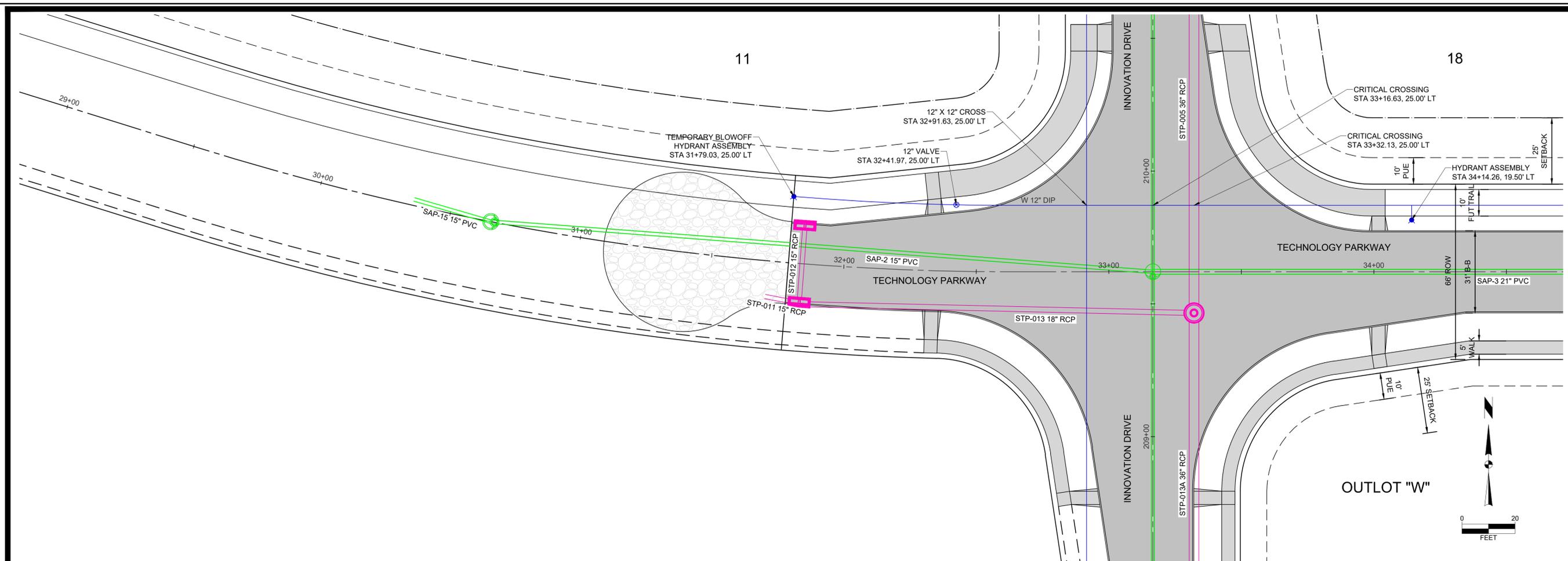
**WATER MAIN - INNOVATION DRIVE**

**CEDAR FALLS, IOWA**

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MARK	REVISION	DATE	BY
	Engineer: KRN	11-05-2021	KJS
	Checked By: KJS		
	Technician: PCK		

Scale: 1" = 20'  
 T-R-S: 89N-14W-34  
 Project No: 118.1174.08B  
 Sheet MWM.7

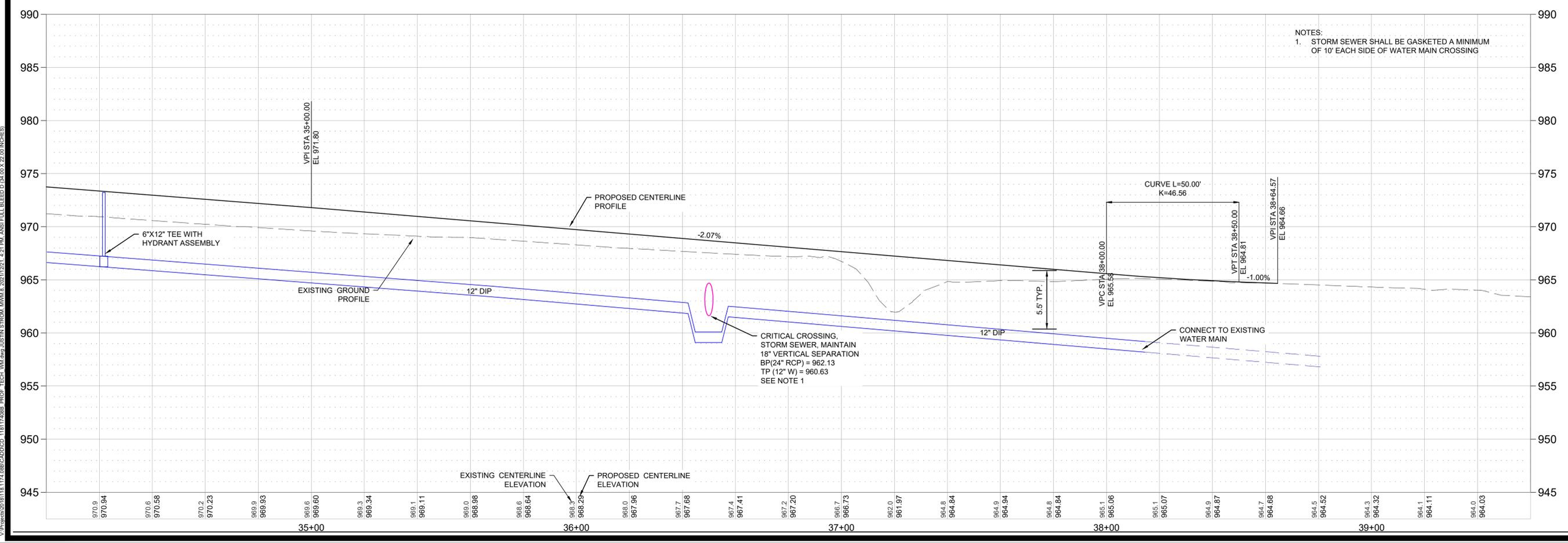
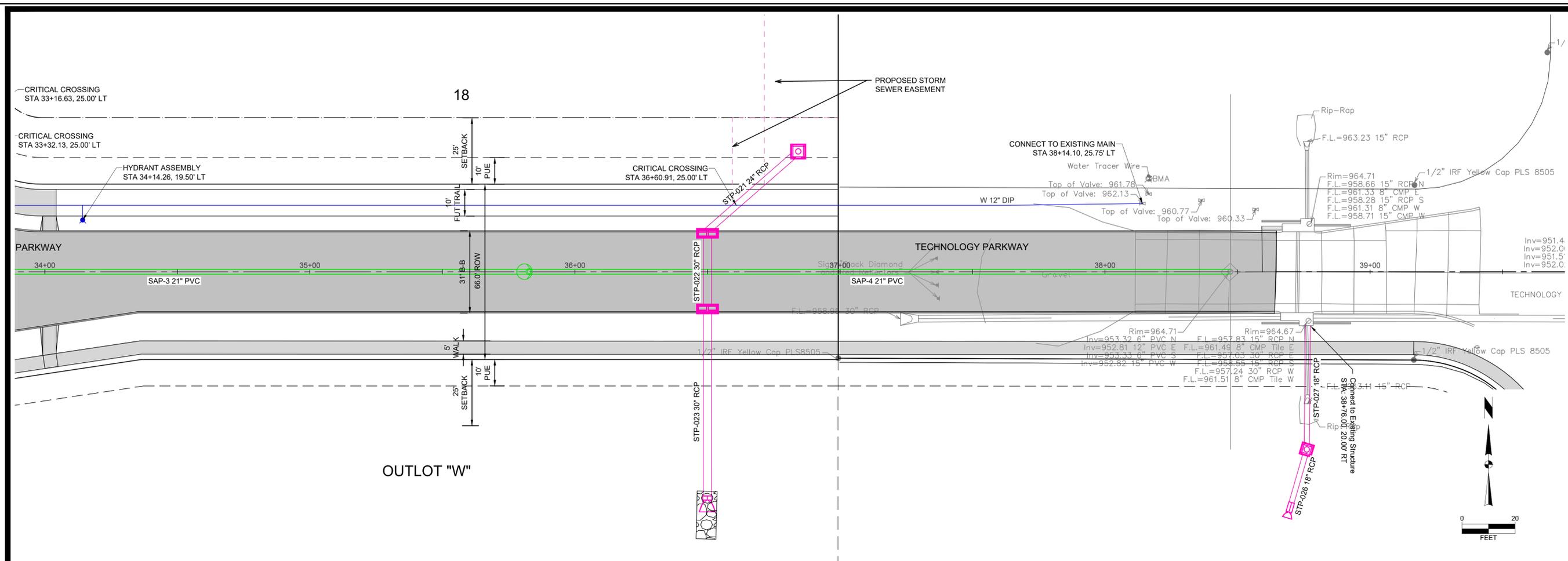
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - TECHNOLOGY PARKWAY**  
**CEDAR FALLS, IOWA**

**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet MWM.7

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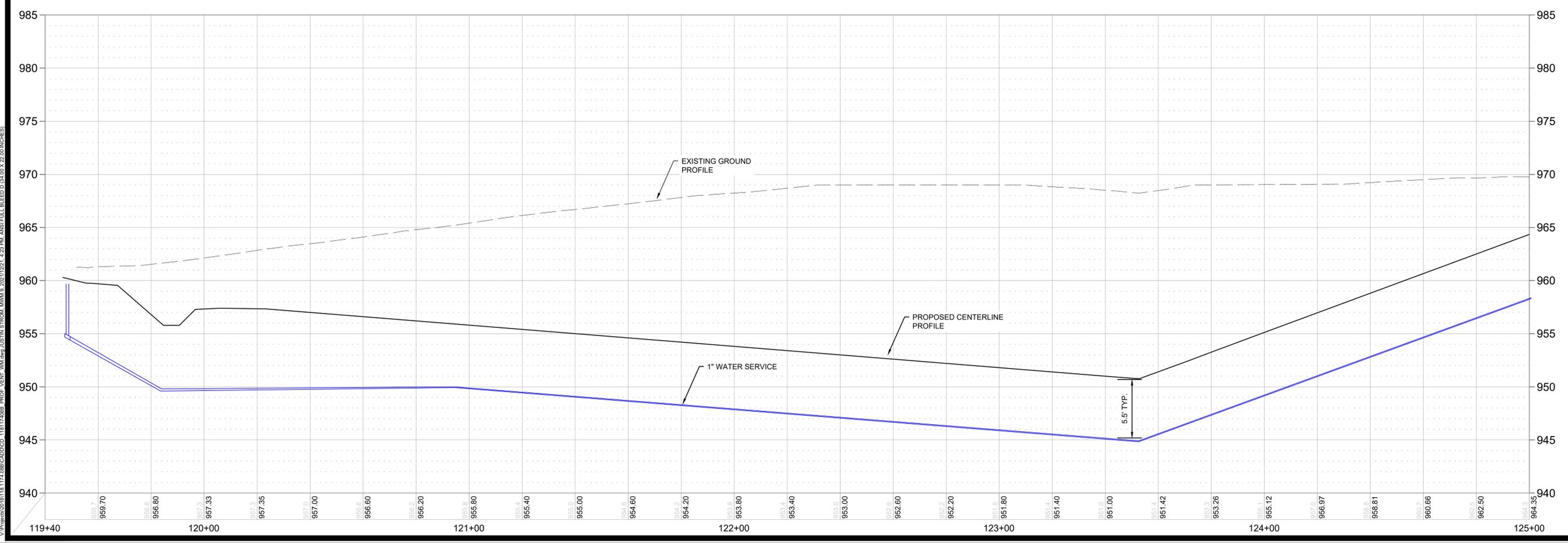
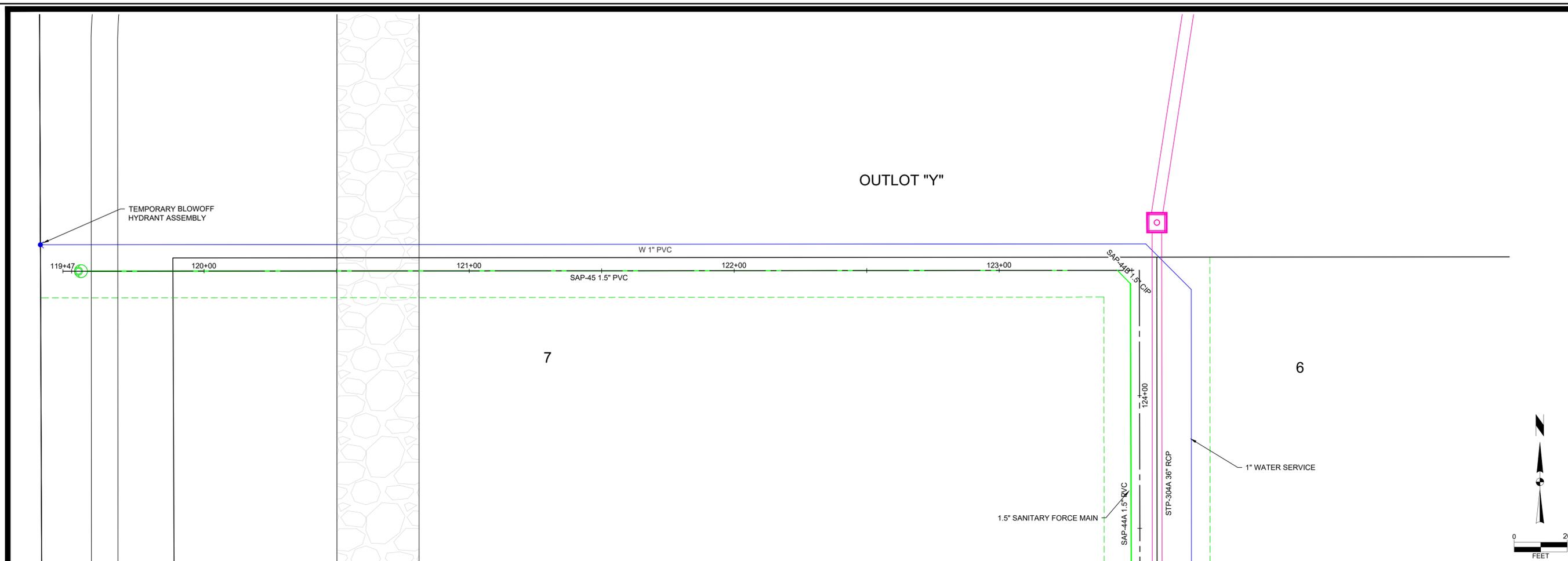
NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

MARK	REVISION	DATE	BY

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
 WATER MAIN - TECHNOLOGY PARKWAY

**SNYDER & ASSOCIATES, INC.**  
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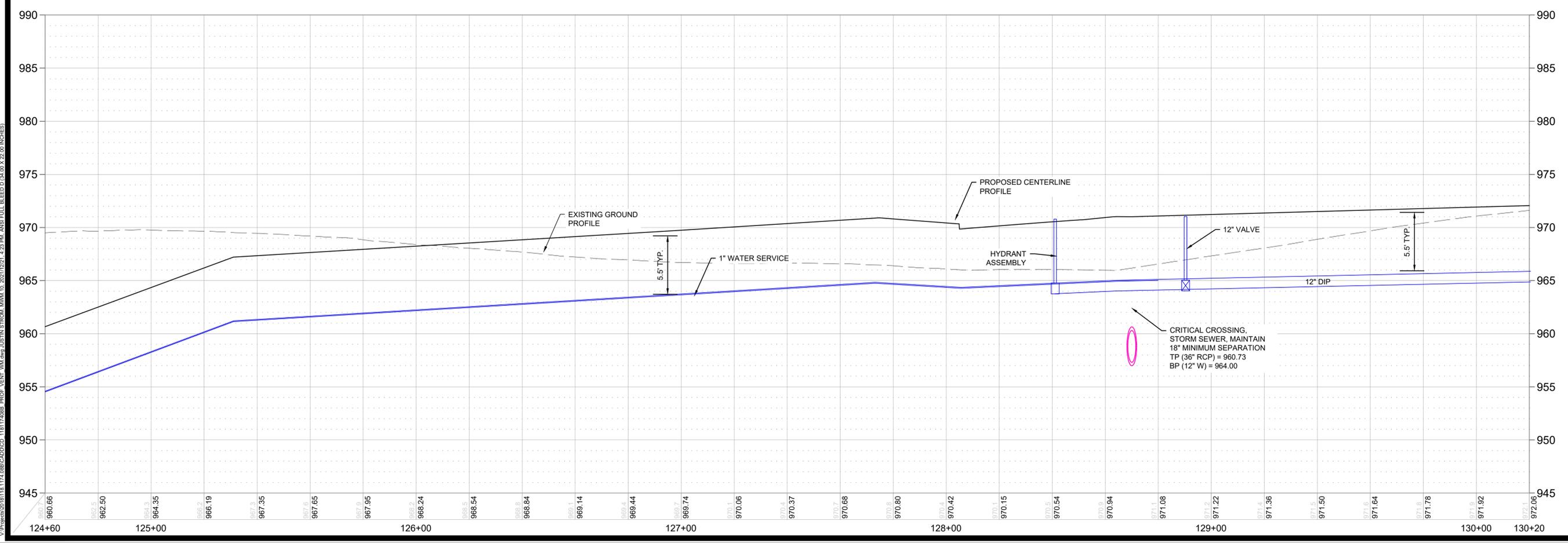
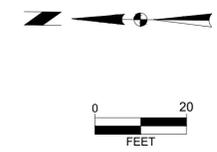
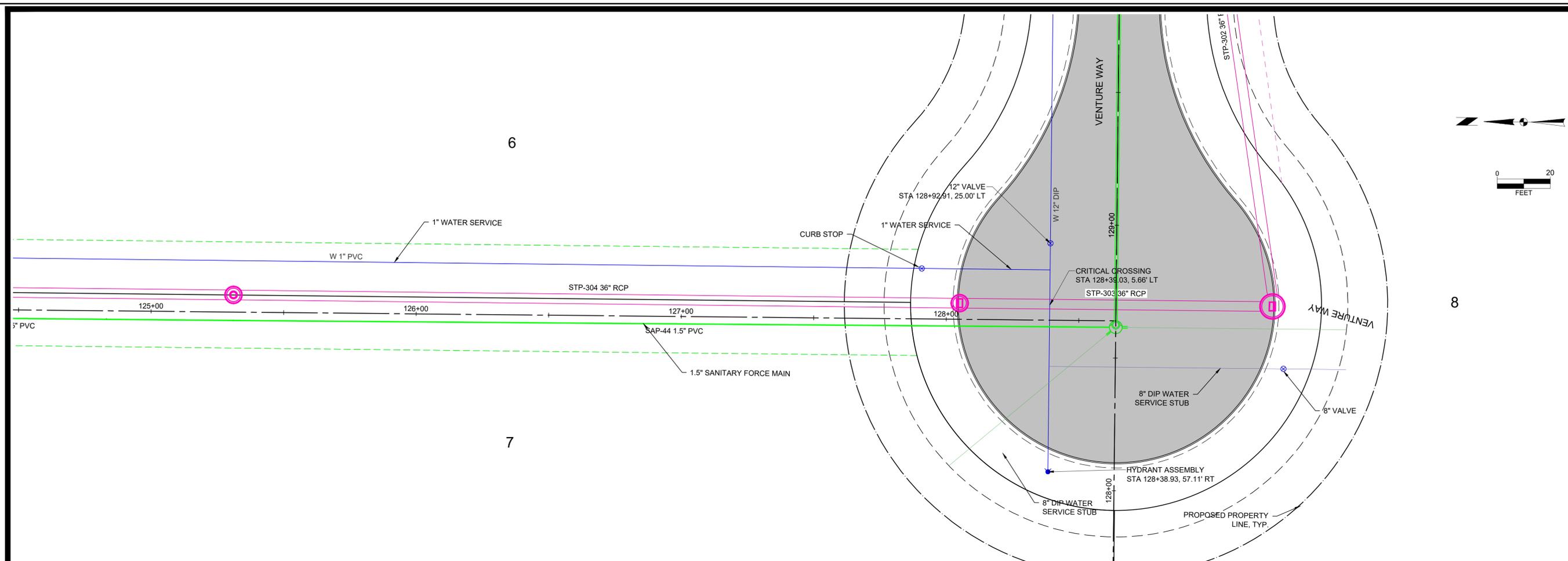
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 Sheet MWA.8



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	Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - VENTURE WAY**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet MWM.9



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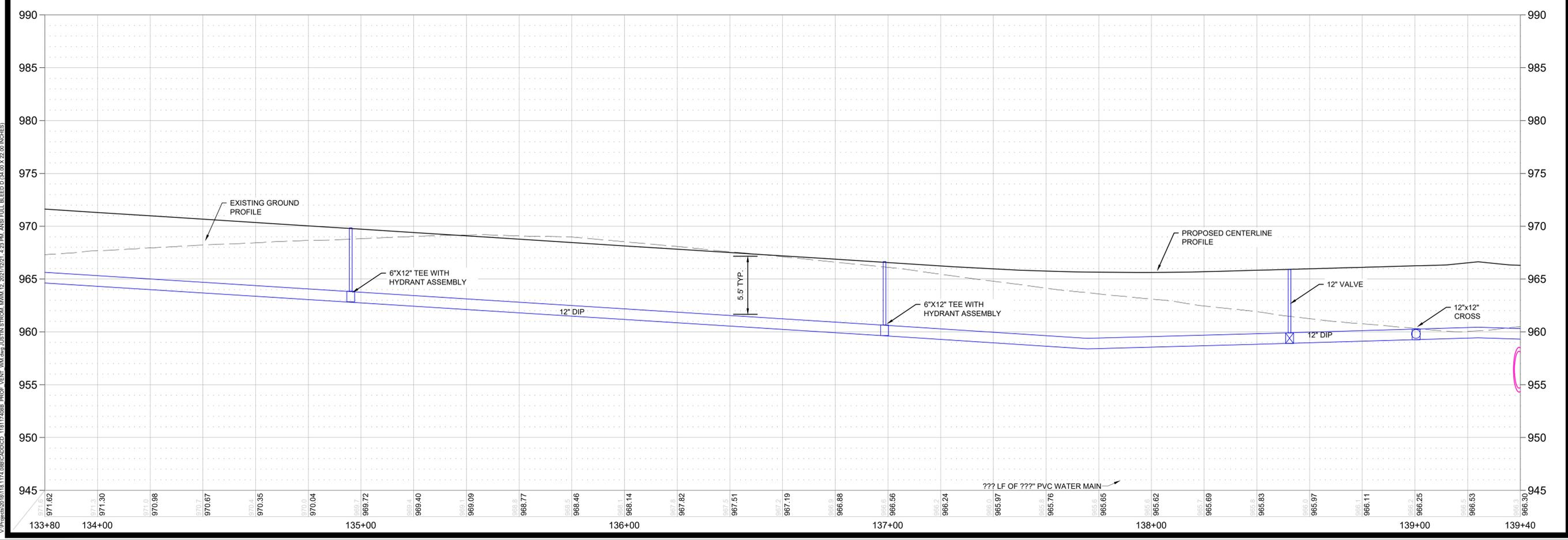
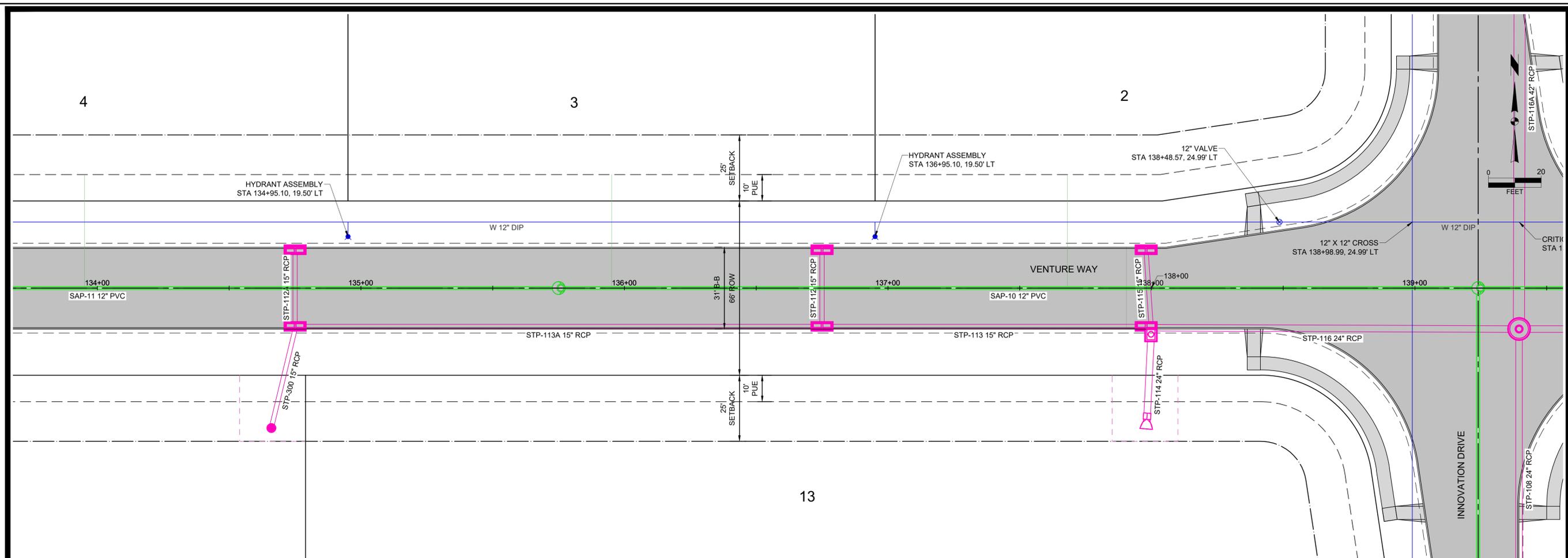
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T-R-S: 89N-14W-34		Project No: 118.1174.08B	
Sheet MWM.1			

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - VENTURE WAY**  
**CEDAR FALLS, IOWA**

**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet MWM.10





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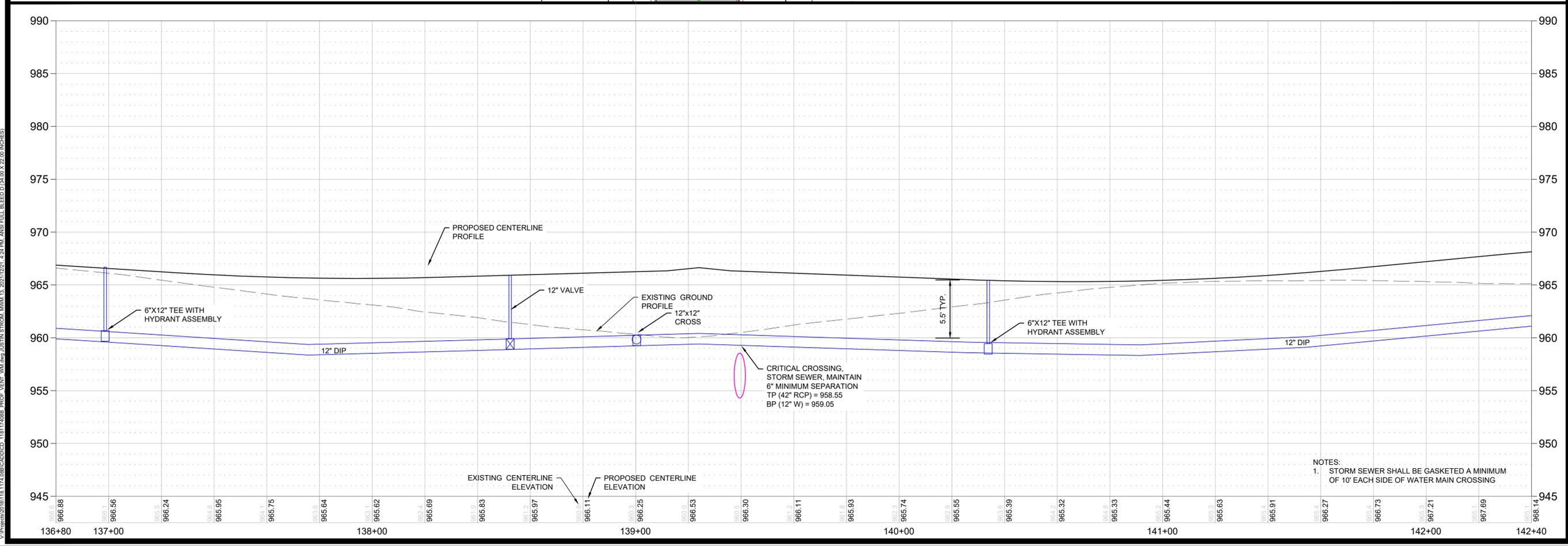
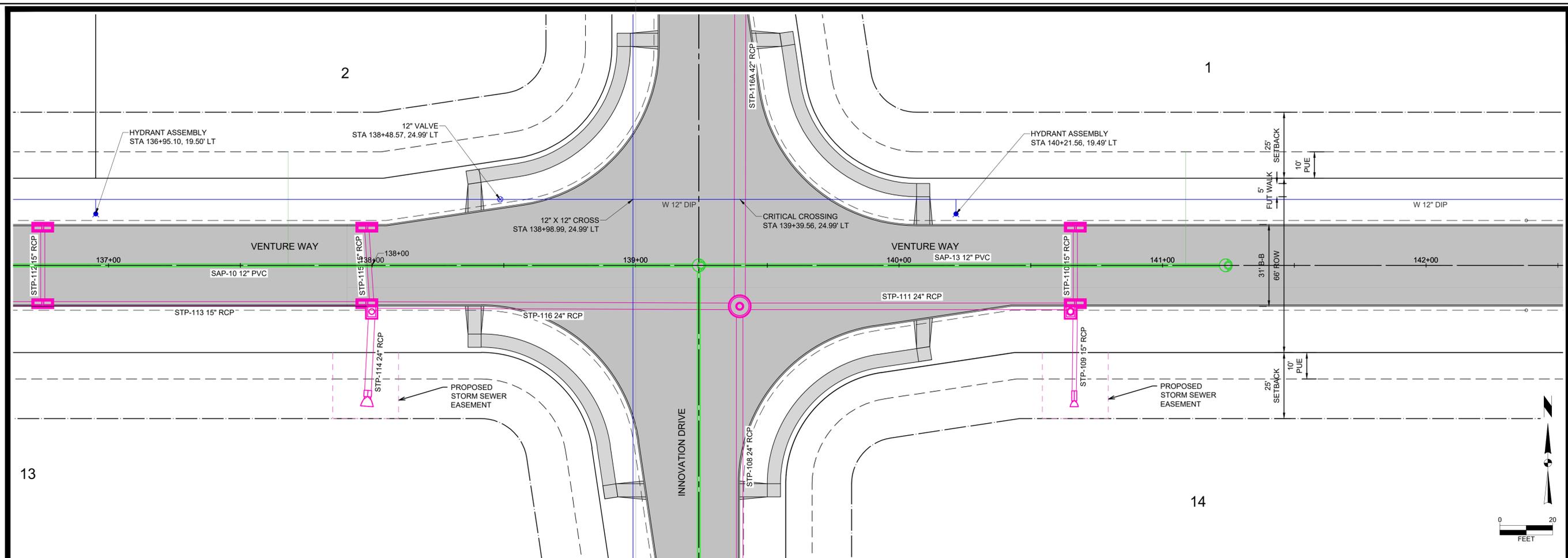
**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - VENTURE WAY**  
**SNYDER & ASSOCIATES, INC.**

Engineer: KRN    Checked By: KJS    Scale: 1" = 20'  
 Technician: PCK    Date: 11-05-2021    T-R-S: 89N-14W-34

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Project No: 118.1174.08B  
 Sheet MWM.12

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NOTES:  
 1. STORM SEWER SHALL BE GASKETED A MINIMUM OF 10' EACH SIDE OF WATER MAIN CROSSING

MARK	REVISION	DATE	BY
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	

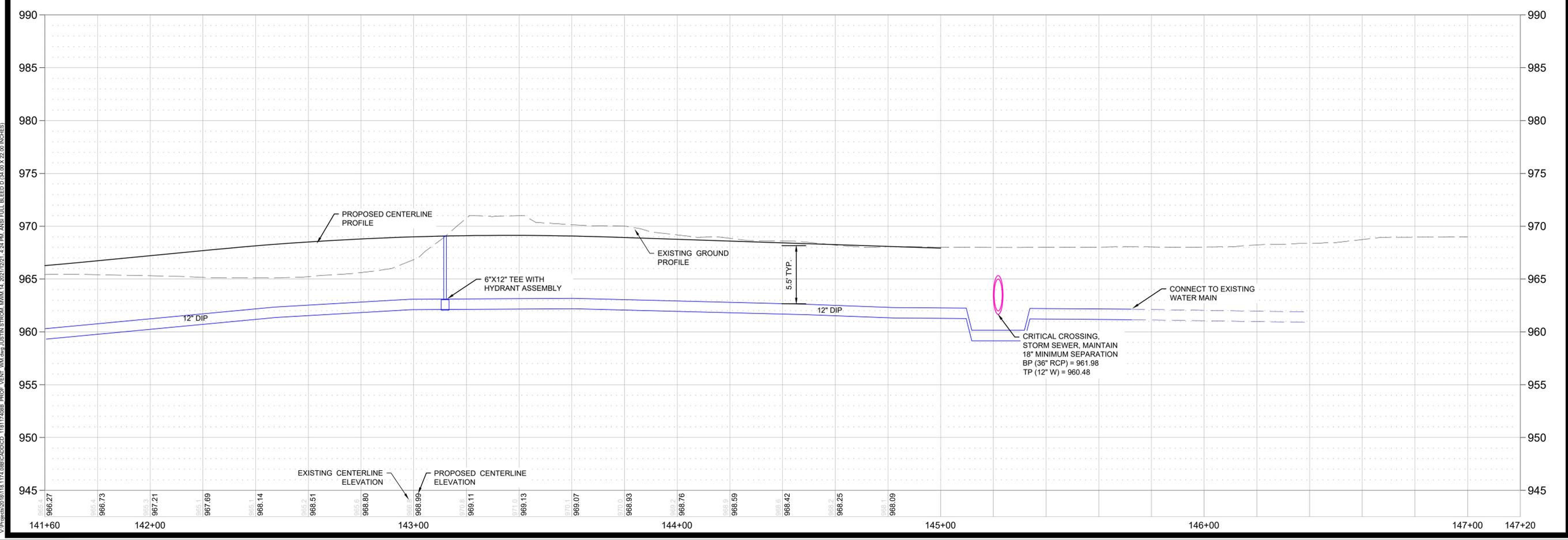
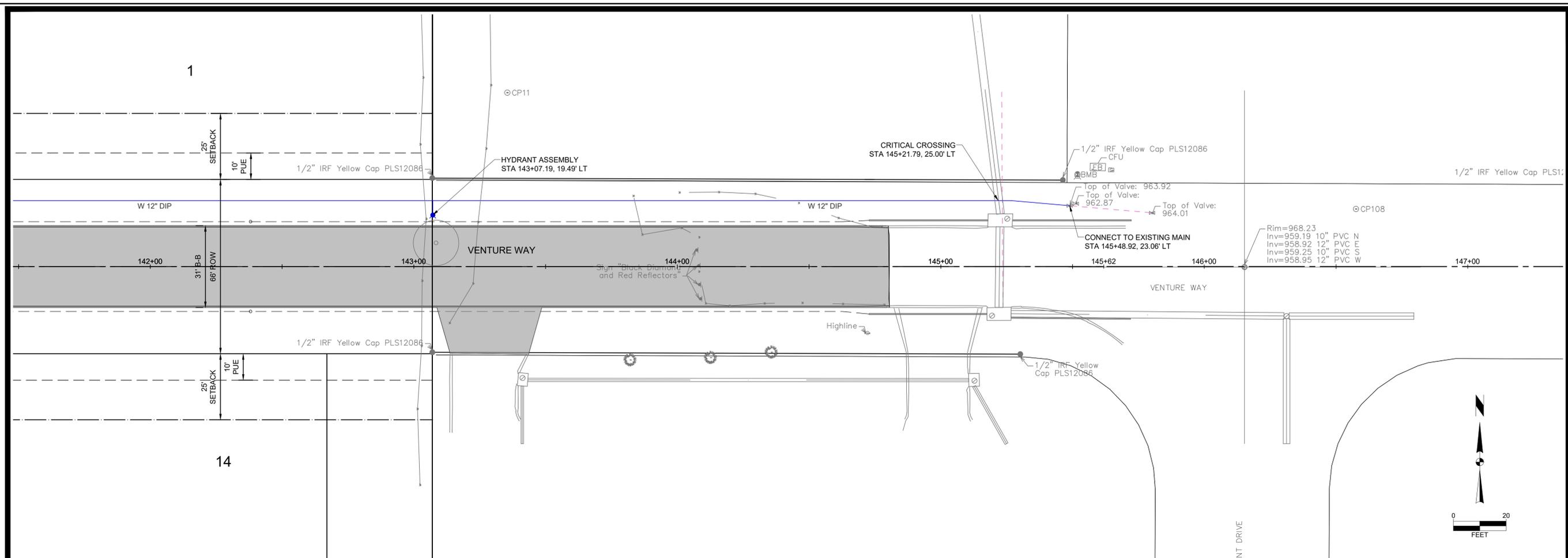
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**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - VENTURE WAY**  
 CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
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Project No: 118.1174.08B  
 Sheet MWM.13

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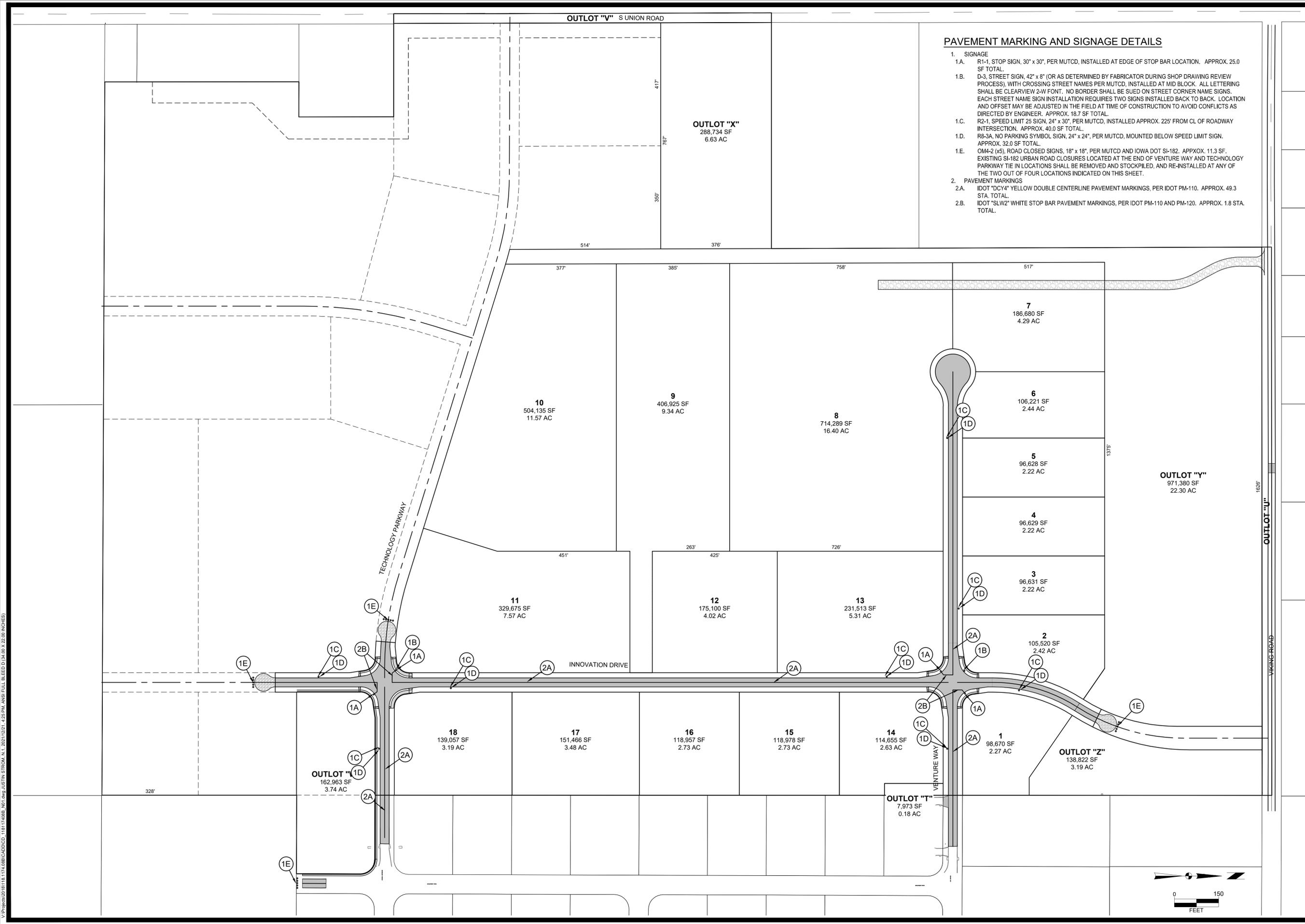


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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet MWM.14

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**WATER MAIN - VENTURE WAY**  
**SNYDER & ASSOCIATES, INC.**  
 5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
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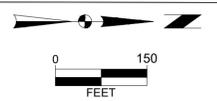
Project No: 118.1174.08B  
 Sheet MWM.14

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**PAVEMENT MARKING AND SIGNAGE DETAILS**

1. SIGNAGE
  - 1.A. R1-1, STOP SIGN, 30" x 30", PER MUTCD, INSTALLED AT EDGE OF STOP BAR LOCATION. APPROX. 25.0 SF TOTAL.
  - 1.B. D-3, STREET SIGN, 42" x 8" (OR AS DETERMINED BY FABRICATOR DURING SHOP DRAWING REVIEW PROCESS), WITH CROSSING STREET NAMES PER MUTCD, INSTALLED AT MID BLOCK. ALL LETTERING SHALL BE CLEARVIEW 2-W FONT. NO BORDER SHALL BE SUED ON STREET CORNER NAME SIGNS. EACH STREET NAME SIGN INSTALLATION REQUIRES TWO SIGNS INSTALLED BACK TO BACK. LOCATION AND OFFSET MAY BE ADJUSTED IN THE FIELD AT TIME OF CONSTRUCTION TO AVOID CONFLICTS AS DIRECTED BY ENGINEER. APPROX. 18.7 SF TOTAL.
  - 1.C. R2-1, SPEED LIMIT 25 SIGN, 24" x 30", PER MUTCD, INSTALLED APPROX. 225' FROM CL OF ROADWAY INTERSECTION. APPROX. 40.0 SF TOTAL.
  - 1.D. R8-3A, NO PARKING SYMBOL SIGN, 24" x 24", PER MUTCD, MOUNTED BELOW SPEED LIMIT SIGN. APPROX. 32.0 SF TOTAL.
  - 1.E. OMA-2 (x5), ROAD CLOSED SIGNS, 18" x 18", PER MUTCD AND IOWA DOT SI-182. APPROX. 11.3 SF. EXISTING SI-182 URBAN ROAD CLOSURES LOCATED AT THE END OF VENTURE WAY AND TECHNOLOGY PARKWAY TIE IN LOCATIONS SHALL BE REMOVED AND STOCKPILED, AND RE-INSTALLED AT ANY OF THE TWO OUT OF FOUR LOCATIONS INDICATED ON THIS SHEET.
2. PAVEMENT MARKINGS
  - 2.A. IDOT "DCY4" YELLOW DOUBLE CENTERLINE PAVEMENT MARKINGS, PER IDOT PM-110. APPROX. 49.3 STA. TOTAL.
  - 2.B. IDOT "SLW2" WHITE STOP BAR PAVEMENT MARKINGS, PER IDOT PM-110 AND PM-120. APPROX. 1.8 STA. TOTAL.



**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**PAVEMENT MARKING AND SIGNAGE PLAN**

**CEDAR FALLS, IOWA**

**SNYDER & ASSOCIATES, INC.**

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 CEDAR RAPIDS, IOWA 52404  
 319-362-9594 | www.snyder-associates.com



Project No: 118.1174.08B  
 Sheet N.1

Sheet N.1

Project No: 118.1174.08B

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**POLLUTION PREVENTION NOTES**

**A. POLLUTION PREVENTION AND EROSION PROTECTION**

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

**B. STORM WATER DISCHARGE PERMIT**

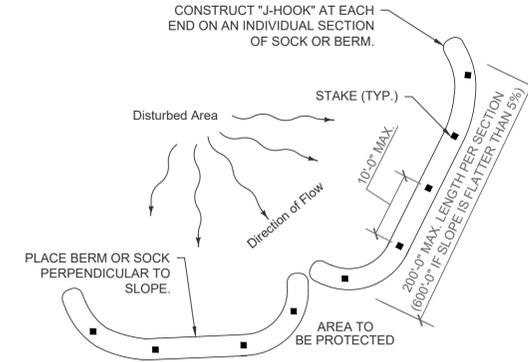
1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

**C. POLLUTION PREVENTION PLAN**

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
  - a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS. PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
  - b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
  - c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
  - d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
  - e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
  - f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
  - g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
  - h. RESPREAD A MINIMUM OF 6 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
  - i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
  - j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
  - k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

**GRADING NOTES**

1. IF HIGH GROUNDWATER IS PRESENT, CONTRACTOR SHALL PERFORM TRENCHING / DEWATERING MEASURES TO PRE-DRAIN THE SITE PRIOR TO COMMENCING MAJOR EARTH MOVING OPERATIONS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. REFER TO GEOTECHNICAL REPORT DATED JUNE 20, 2019.
2. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL MINIMUM OF 8" OF TOPSOIL OR AS DIRECTED IN THE GEOTECHNICAL REPORT ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
3. CONTRACTOR SHALL STABILIZE ALL STOCKPILED MATERIAL AREAS.
4. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
5. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
6. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
7. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.

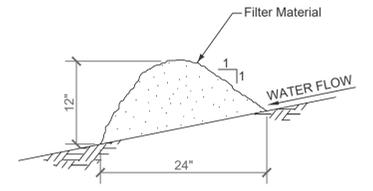


PLAN VIEW OF SLOPE (FOR SEDIMENT AND SLOPE CONTROL)

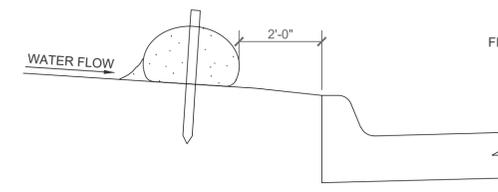
BERM SHOWN IS TYPICAL FOR SLOPES FLATTER THAN 3:1. FOR STEEPER SLOPES, INCREASE BERM SIZE AS DIRECTED BY THE ENGINEER.

PLACE BERM IN UNCOMPACTED WINDROW PERPENDICULAR TO THE SLOPE AT LOCATIONS SPECIFIED IN THE CONTRACT DOCUMENTS.

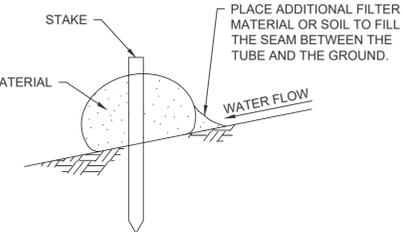
FILTER SOCK DIAMETER AS SPECIFIED IN THE CONTRACT DOCUMENTS.



FILTER BERM

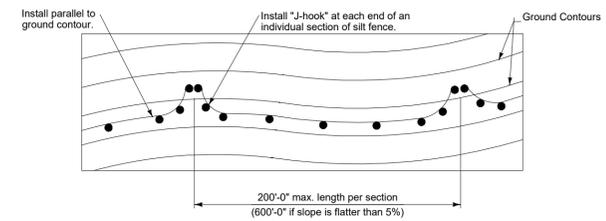


SECTION VIEW AT STREET (FOR PERIMETER CONTROL ALONG STREET)

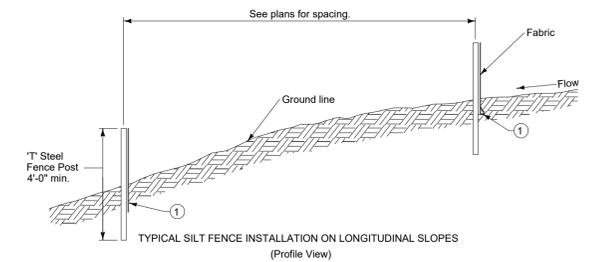


FILTER SOCK

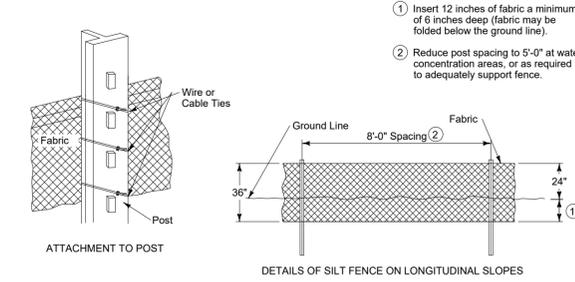
1  
R.1  
NO SCALE



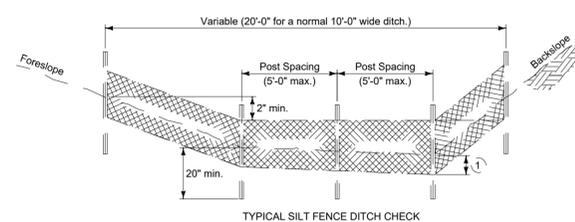
TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Plan View)



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES (Profile View)

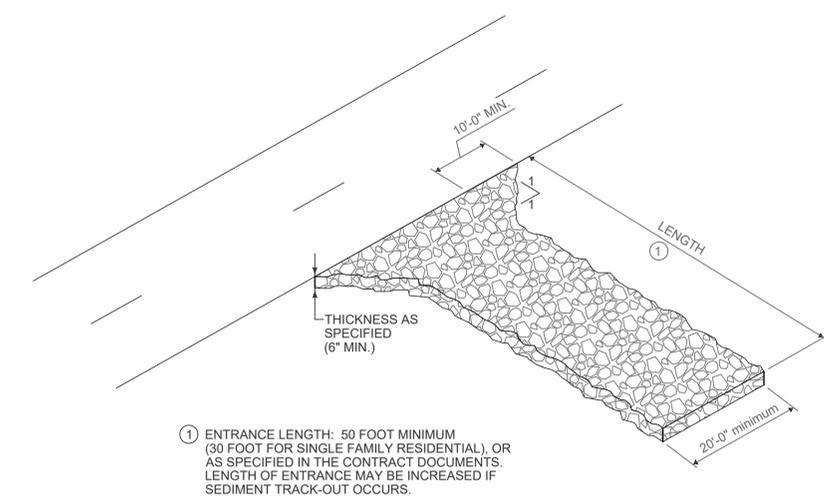


DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES



TYPICAL SILT FENCE DITCH CHECK

2  
R.1  
NO SCALE



1  
ENTRANCE LENGTH: 50 FOOT MINIMUM (30 FOOT FOR SINGLE FAMILY RESIDENTIAL), OR AS SPECIFIED IN THE CONTRACT DOCUMENTS. LENGTH OF ENTRANCE MAY BE INCREASED IF SEDIMENT TRACK-OUT OCCURS.

2  
R.1  
NO SCALE

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V

POLLUTION PREVENTION PLAN

CEDAR FALLS, IOWA

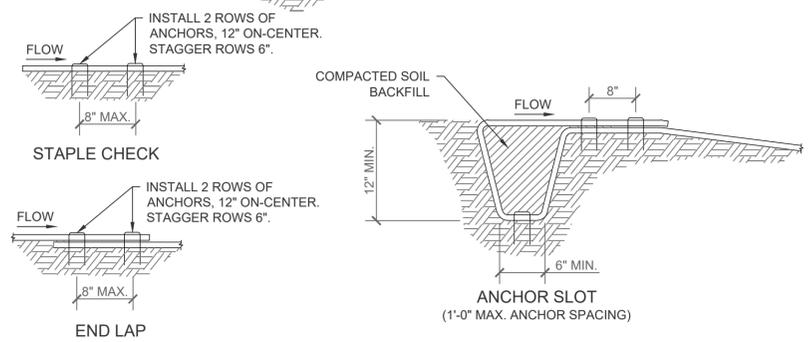
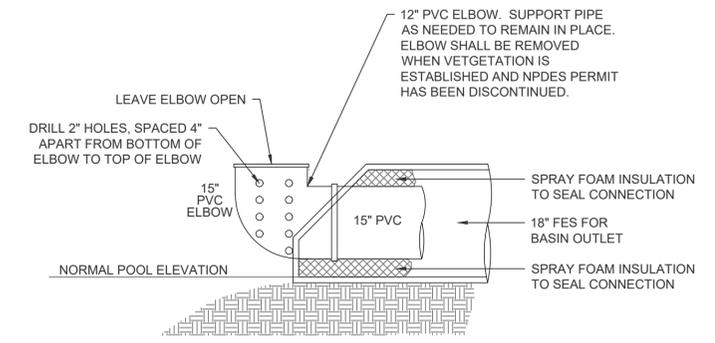
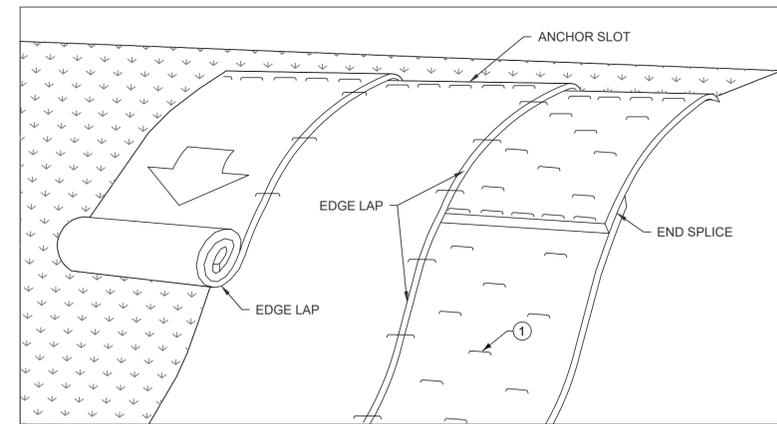
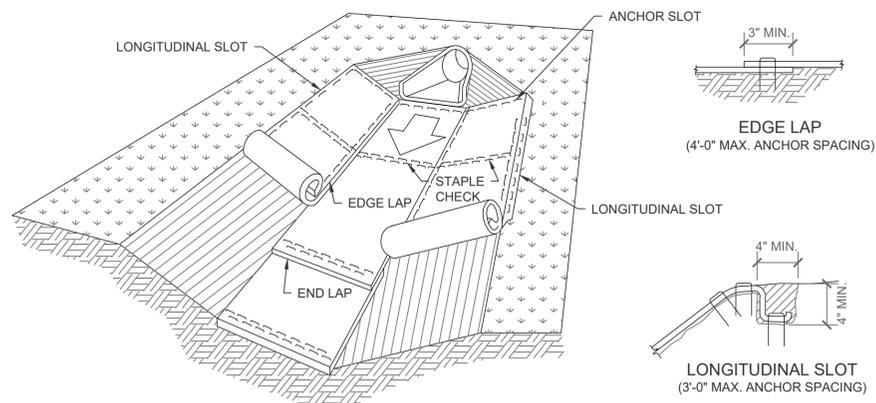
**SNYDER & ASSOCIATES, INC.**

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com



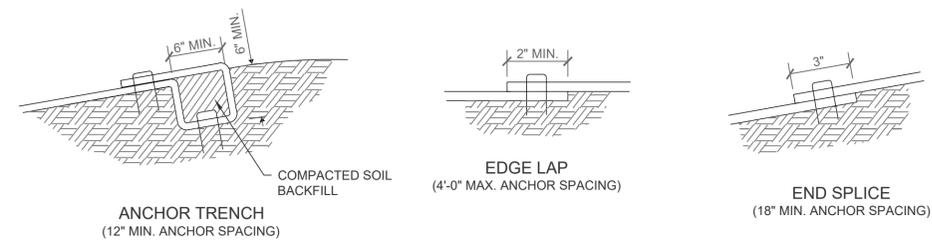
Project No: 118.1174.08B  
Sheet R.1

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" =	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	



1 SECURE BLANKET TO GROUND ACCORDING TO MANUFACTURER'S RECOMMENDED ANCHORING PATTERN AND MINIMUM SHOWN IN TABLE 1.

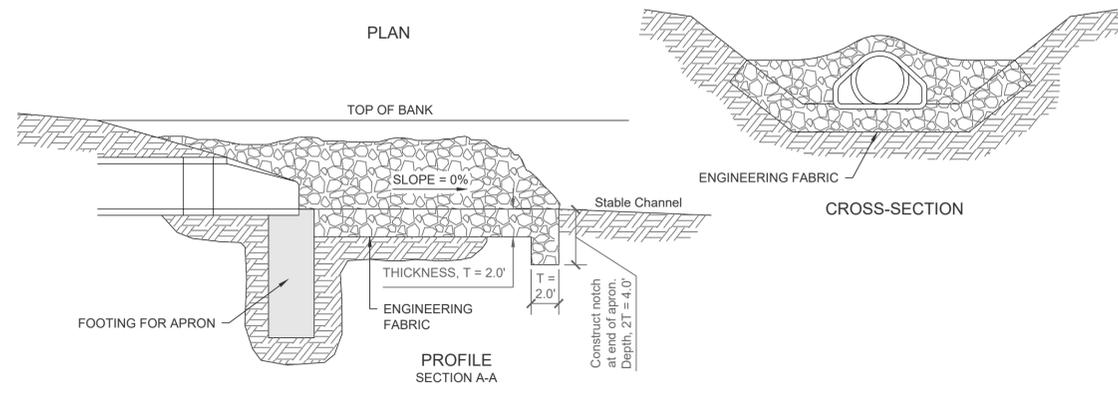
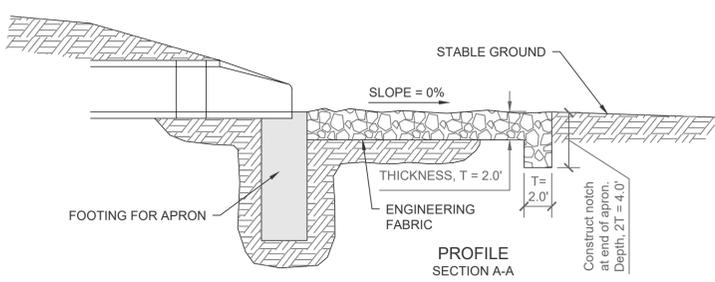
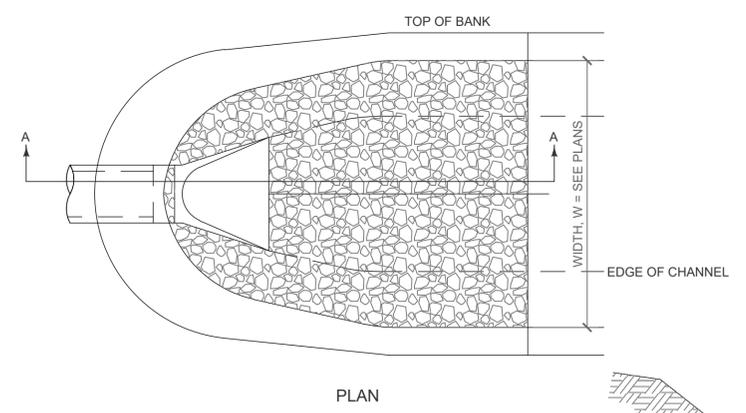
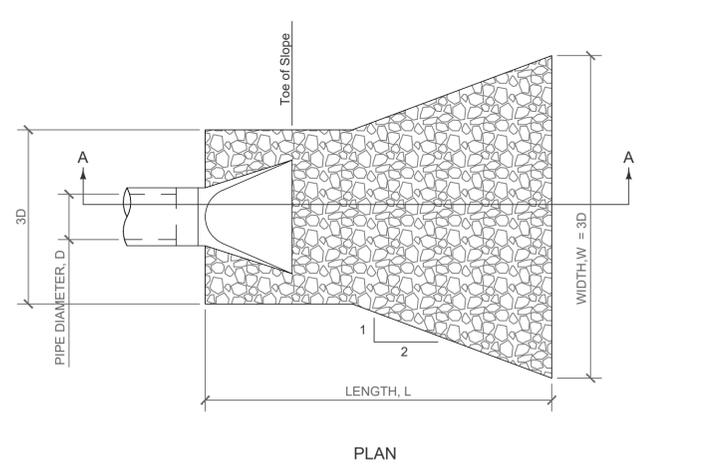
Max. slope	Min. anchors
≤ 3:1	1.5/yd <sup>2</sup>
2:1	2/yd <sup>2</sup>
1:1	2.5/yd <sup>2</sup>



5 TEMPORARY SEDIMENT RISER DETAIL  
NO SCALE

1 ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION IN CHANNEL  
R.2 NO SCALE

2 ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES  
R.2 NO SCALE



3 RIP RAP FOR PIPE OUTLET ONTO FLAT GROUND  
R.2 NO SCALE

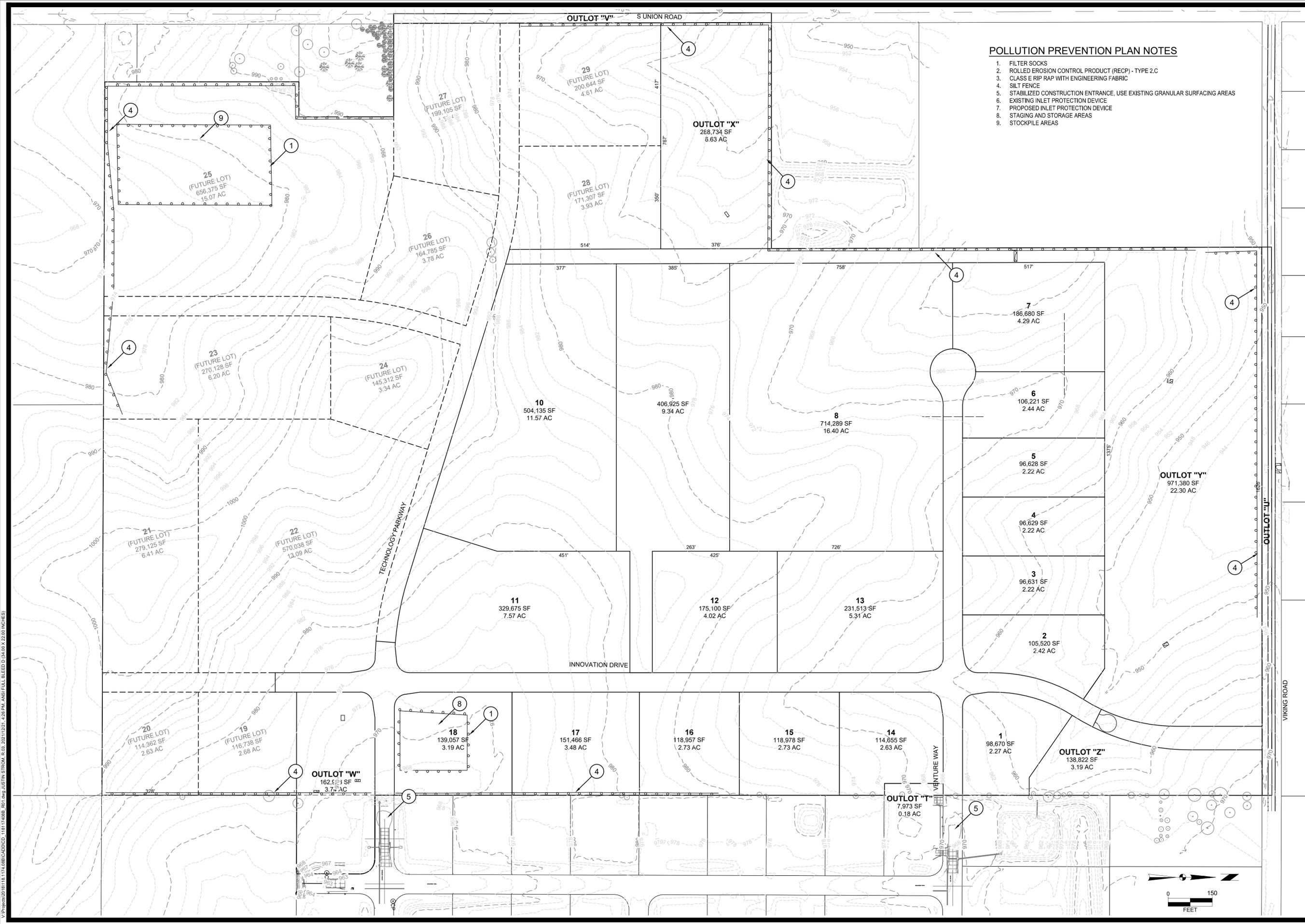
4 RIP RAP APRON FOR PIPE OUTLET INTO CHANNE  
R.2 NO SCALE

CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
POLLUTION PREVENTION PLAN  
CEDAR FALLS, IOWA

Engineer: KRN  
Checked By: KJS  
Scale: 1" =  
T-R-S: 89N-14W-34

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IOWA 52404  
319-362-9594 | www.snyder-associates.com  
SNYDER & ASSOCIATES, INC. |





**POLLUTION PREVENTION PLAN NOTES**

1. FILTER SOCKS
2. ROLLED EROSION CONTROL PRODUCT (RECP) - TYPE 2.C
3. CLASS E RIP RAP WITH ENGINEERING FABRIC
4. SILT FENCE
5. STABILIZED CONSTRUCTION ENTRANCE, USE EXISTING GRANULAR SURFACING AREAS
6. EXISTING INLET PROTECTION DEVICE
7. PROPOSED INLET PROTECTION DEVICE
8. STAGING AND STORAGE AREAS
9. STOCKPILE AREAS

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**  
**POLLUTION PREVENTION PLAN - PRE CONSTRUCTION**

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**

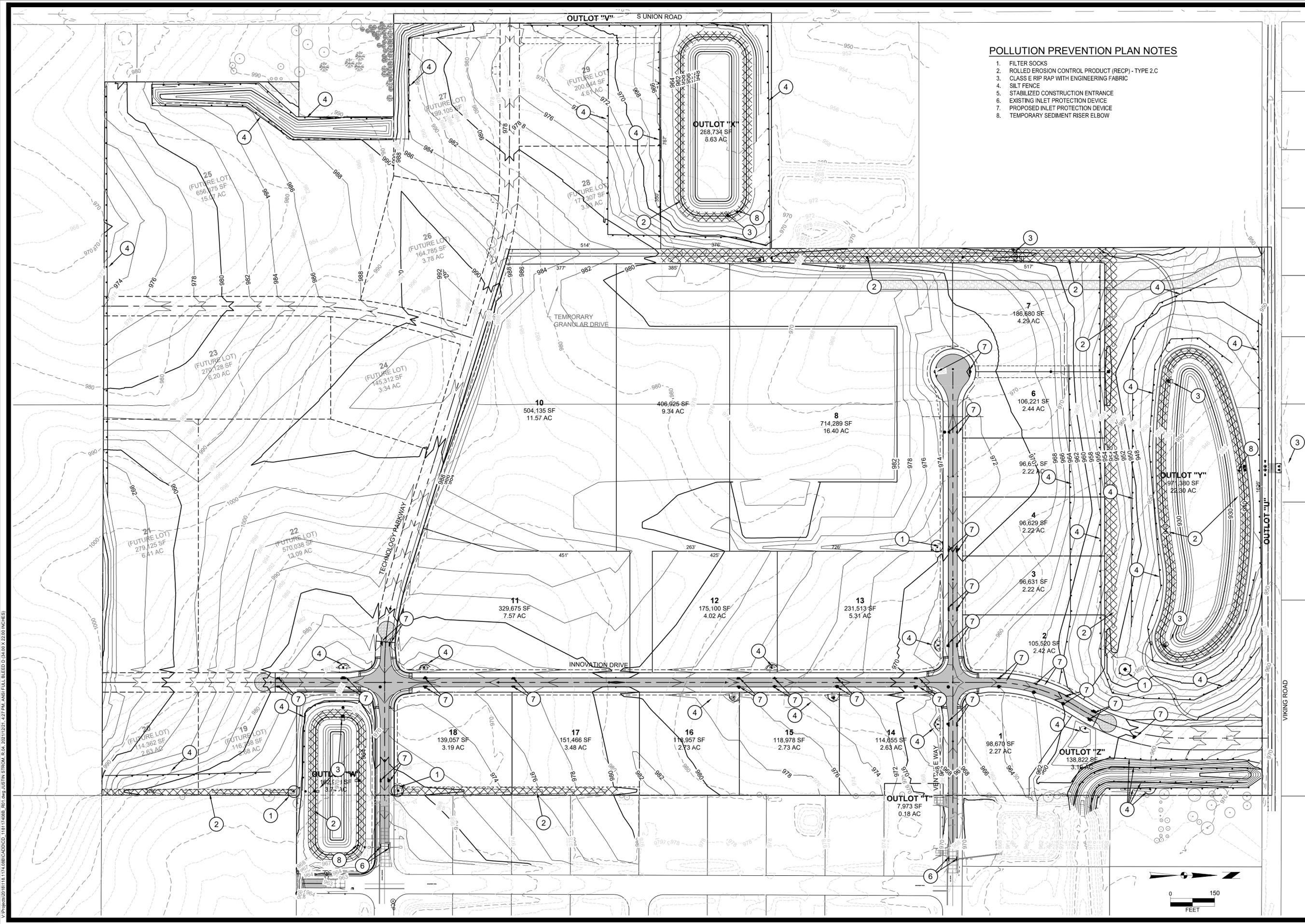
5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9594 | www.snyder-associates.com



Project No: 118.1174.08B  
 Sheet R.3

MARK	REVISION	DATE	BY
Engineer: KRN	Checked By: KJS	Scale: 1" =	
Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet R.3

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- POLLUTION PREVENTION PLAN NOTES**
1. FILTER SOCKS
  2. ROLLED EROSION CONTROL PRODUCT (RECP) - TYPE 2.C
  3. CLASS E RIP RAP WITH ENGINEERING FABRIC
  4. SILT FENCE
  5. STABILIZED CONSTRUCTION ENTRANCE
  6. EXISTING INLET PROTECTION DEVICE
  7. PROPOSED INLET PROTECTION DEVICE
  8. TEMPORARY SEDIMENT RISER ELBOW

**CF WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

**POLLUTION PREVENTION PLAN - POST CONSTRUCTION** CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**



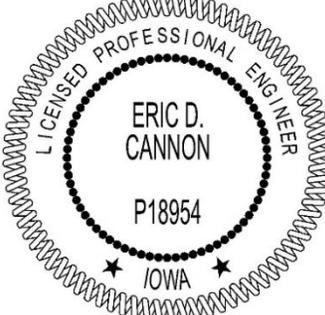
Project No: 118.1174.08B  
Sheet R.4

MARK	REVISION	DATE	BY
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Technician: PCK	Date: 11-05-2021	T-R-S: 89N-14W-34	
Project No: 118.1174.08B			Sheet R.4

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# PROJECT SPECIFICATIONS FOR CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V

## Project SU-364-3189 Cedar Falls, Iowa

ENGINEER'S CERTIFICATION	
 <p>The seal is circular with a wavy outer border. Inside, the text reads: 'LICENSED PROFESSIONAL ENGINEER' around the top, 'ERIC D. CANNON' in the center, 'P18954' below the name, and 'IOWA' at the bottom flanked by two stars.</p>	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>12/22/2021</u></p> <p>Eric D. Cannon, P.E. Iowa License No. P18954 My license renewal date is December 31, 2021</p> <p>Pages or sheets covered by this seal: <u>1-46</u>.</p>

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**DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City’s Standard Specification.

This Standard Specification is amended by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program. Water main installation shall be per Municipal Water Utility of the City of Cedar Falls Water Main Materials and Installation of Water Mains and their Appurtenances Standards as approved and amended February 14, 2020.

Links to both documents can be found on the City’s website at:  
[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards) 32

**DIVISION 4 – Supplemental Plans and Specifications**

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**DIVISION 5 – Geotechnical Engineering Report**

Cedar Falls Industrial Park West Expansion Separate Numbering  
Kubica Site Development Separate Numbering

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,  
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE  
CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimated Total Cost for the construction of the CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V in said City at 7:00 p.m. on the 18th day of January 2022, said meeting to be held in the Council Chambers in the City Hall, 220 Clay Street, Cedar Falls, Iowa.

Said Plans, Specifications, Form of Contract, and Estimated Total Cost are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications, Contract, or Estimated Total Cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: \_\_\_\_\_

Jacqueline Danielsen, MMC

City Clerk

**NOTICE TO BIDDERS**  
**CITY OF CEDAR FALLS PUBLIC IMPROVEMENTS PROJECT**  
**CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V**

Time and Place of Pre-bid Meeting: There will NOT be a pre-bid meeting.

Time and Place for Filing Sealed Proposals: Proposals will only be accepted electronically on the Quest CDN website before 2:00 p.m. on the 11th day of February 2022.

Time and Place Sealed Proposals will be Opened and Considered: Sealed proposals will be publicly opened online at 2:00 p.m. on the 11th day of February 2022 at [www.questcdn.com](http://www.questcdn.com), for consideration by the City of Cedar Falls City Council at its meeting at 7:00 PM on the 21st day of February 2022 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The designated lot in the center of the site shall be pad ready no later than July 15th, 2022, with a fully constructed access road no later than August 15th, 2022. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that the aforementioned lot and access road are not completed to the satisfaction of the Owner, for the purposes of allowing private development access to begin construction on said lot. The project shall be substantially complete with all roadways and utilities installed and open to the general public no later than November 30th, 2022. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that roadways and utilities are not installed and operational after the substantial completion date. The Contractor shall fully complete the project no later than May 30th, 2023. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that work remains uncompleted after the completion date.

Bid Security: Bidders shall provide a bid security in the amount defined in the Instructions to Bidders - Division 1 Section 05. A scanned copy of the Bid Bond must be included with the online bid submitted at [www.questcdn.com](http://www.questcdn.com).

Performance and Payment Bonds: The successful Bidder shall furnish to the City a performance bond in an amount equal to one hundred percent (100%) of the contract price, guaranteeing faithful performance of the contract and guaranteeing the completed project against defective workmanship and materials for a period of two (2) years from and after completion and acceptance by the City. The successful Bidder shall also provide a payment bond in an amount equal to one hundred percent (100%) of the contract price guaranteeing payment of all persons supplying labor and materials, or both, in the execution of the work provided for in the contract.

Contract Documents: The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questCDN.com](http://www.questCDN.com). This contract is QuestCDN project number #8022849. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal

questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from Snyder & Associates, Inc. 5005 Bowling Street SW, Suite A Cedar Rapids, IA 52404 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319.362.9394 and ask Sara Blong. No drop-ins will be allowed.

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individuals shall be as follows:

Eric Cannon, P.E.  
Snyder & Associates, Inc.  
2727 SW Snyder Blvd  
Ankeny, IA 50023  
ecannon@snyder-associates.com

Any interpretation of the contract documents will be made in writing and only by addendum with online notification given to bidders. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct or change the contract documents as deemed advisable by the City of Cedar Falls or the Engineer of record.

Preference for Iowa Products and Labor: By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project shall be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

Project Description: This project generally consists of mass grading of 200-acre industrial park expansion site and constructing infrastructure associated with the first phase of the industrial park expansion site. The respective infrastructure includes 20,075 SY PCC, 7,338 LF storm sewer, 4,385 LF sanitary sewer, 5,125 LF water main, and other associated items.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

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

## **DIVISION I – Instructions to Bidders**

The work comprising the CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V shall be constructed in accordance with the 2021 Edition of the SUDAS and as further modified by the City of Cedar Falls' Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of "Division One, General Provisions and Covenants", in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

### **00 Pre-bid Meeting**

There will NOT be a pre-bid meeting.

### **01 Definition and Terms**

*Add the following to Standard Specification Section 1010 – 1.03:*

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
Project No(s). SU-364-3189

Substantial completion shall mean that all proposed roadways and utilities are installed and fully open to the general public with minor work (e.g. finished grading, landscaping, and final seeding) to be completed without requiring closures.

### **02 Qualification of the Bidder**

*Add the following to Standard Specification Section 1020 – 1.01:*

To demonstrate bidder's qualifications to perform the work, within five days of the Owners request, bidder shall submit written evidence such as may be called for below:

The address and description of the bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; A list of the property and equipment available to the bidder to evaluate if the bidder can complete the work in accordance with the bidding documents; A financial statement of the bidder showing that the bidder has the financial resources to

meet all obligations incidental to the work; The bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the bidder indicating whether or not the bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy; The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist the Owner in determining whether the bidder is adequately prepared to fulfill the contract. Owner's decision as to qualifications of the bidder will be final.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

### **03 Contents of the Proposal Forms**

*Add the following to Standard Specification Section 1020 – 1.02:*

The contract documents are available at [www.cedarfalls.com/QuestCDN](http://www.cedarfalls.com/QuestCDN) and [www.questCDN.com](http://www.questCDN.com). This contract is QuestCDN project number #8022849. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

### **04 Taxes**

*Add the following to Standard Specification Section 1020 – 1.08:*

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

**05 Submission of the Proposal, Identity of Bidder and Bid Security**

*Add the following to Standard Specification Section 1020 – 1.12:*

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). The bid security shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

Proposals will only be accepted electronically on the Quest CDN website. Bidders will also be required to submit the following forms online with their bid: bid security, bidder status form and non-collusion Affidavit.

**FORM OF PROPOSAL  
CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
PROJECT NO. SU-364-3189  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that \_\_\_\_\_ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing	LS	1		
2	Topsoil, On-site	CY	224,000		
3	Excavation, Class 10	CY	962,200		
4	Excavation, Class 10, Unsuitable or Unstable	CY	400		
5	Subgrade Preparation, 24"	SY	23,715		
6	Subbase, Modified, 12"	SY	23,715		
7	Temporary Granular Access Road	SY	4,622		
8	Compaction Testing	LS	1		
9	Trench Foundation	TON	186		
10	Replacement of Unsuitable Backfill Material	CY	325		
11	Trench Compaction Testing	LS	1		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
12	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"	LF	3,604		
13	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 15"	LF	251		
14	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"	LF	530		
15	Sanitary Sewer Force Main, Trenched, PVC, 1.5"	LF	905		
16	Sanitary Sewer Service Stub, PVC SDR 23.5, 6"	LF	771		
17	Removal of Sanitary Sewer, All Types and Sizes	LF	150		
18	Storm Sewer, Trenched, RCP, 15"	LF	1,433		
19	Storm Sewer, Trenched, RCP, 18"	LF	611		
20	Storm Sewer, Trenched, RCP, 24"	LF	2,016		
21	Storm Sewer, Trenched, RCP, 30"	LF	855		
22	Storm Sewer, Trenched, RCP, 36"	LF	1,495		
23	Storm Sewer, Trenched, RCP, 42"	LF	733		
24	Storm Sewer, Trenched, RCP, 48"	LF	195		
25	Removal of Storm Sewer, All Types and Sizes	LF	200		
26	Pipe Apron, RCP, 15"	EA	3		
27	Pipe Apron, RCP, 18"	EA	4		
28	Pipe Apron, RCP, 24"	EA	9		
29	Pipe Apron, RCP, 30"	EA	1		
30	Pipe Apron, RCP, 36"	EA	1		
31	Pipe Apron, RCP, 42"	EA	1		
32	Pipe Apron, RCP, 48"	EA	2		
33	Subdrain, Type 1, 6"	LF	10,085		
34	Subdrain Cleanout, Type A-1, 6"	EA	24		
35	Subdrain Outlets and Connections, CMP, 6"	EA	84		
36	Water Main, Trenched, 1"	LF	920		
37	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	5,125		
38	Water Service Stub, DIP, 8"	EA	6		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
39	Valve, Gate, 12"	EA	10		
40	Fire Hydrant Assembly	EA	21		
41	Manhole, SW-301, 48"	EA	8		
42	Manhole, SW-301, 60"	EA	5		
43	Manhole, SW-401, 48"	EA	4		
44	Manhole, SW-401, 60"	EA	1		
45	Manhole, SW-401, 72"	EA	5		
46	Manhole, SW-401, 84"	EA	1		
47	Intake, SW-501	EA	6		
48	Intake, SW-502, 48"	EA	1		
49	Intake, SW-502, 60"	EA	2		
50	Intake, SW-502, 84"	EA	1		
51	Intake, SW-502, 96"	EA	4		
52	Intake, SW-505	EA	16		
53	Intake, SW-506	EA	6		
54	Intake, SW-507	EA	1		
55	Intake, SW-508	EA	1		
56	Intake, SW-509	EA	2		
57	Intake, SW-510	EA	2		
58	Intake, SW-512, 24" DIA	EA	1		
59	Intake, SW-513, 3' x 3'	EA	2		
60	Intake, SW-513, 4' x 4'	EA	1		
61	Intake, SW-513, 5' x 5'	EA	1		
62	Intake, SW-513, 6' x 6'	EA	4		
63	Connection to Existing Intake	EA	1		
64	External Drop Connection	EA	1		
65	Grinder Pump Station	LS	1		
66	Pavement, PCC, 9", W/ CD Baskets	SY	20,075		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
67	Pavement, HMA, 6"	SY	110		
68	Sidewalk, PCC, 4"	SY	841		
69	Sidewalk, PCC, 5"	SY	225		
70	Sidewalk, PCC, 6"	SY	110		
71	Detectable Warnings	SF	180		
72	Driveway, Paved, PCC, 7"	SY	68		
73	Driveway, Granular	SY	1,074		
74	Pavement Removal, PCC	SY	184		
75	Pavement Removal, Sealcoat	SY	107		
76	Painted Pavement Markings, Solvent/Waterborne	STA	52		
77	Temporary Traffic Control	LS	1		
78	Sign Panels	SF	127		
79	Sign Posts	LF	198		
80	Seeding, Seeding, Fertilizing, and Mulching, Turf Seed	ACRE	6.1		
81	Seeding, Seeding, Fertilizing, and Mulching, Native Seed	ACRE	21.5		
82	Seeding, Seeding, Fertilizing, and Mulching, Erosion Control Mix	ACRE	163.8		
83	Landscaping	LS	1		
84	SWPPP Management	LS	1		
85	Filter Sock, 8"	LF	10,000		
86	Filter Sock, Removal	LF	10,000		
87	Temporary RECP, Type 2.C	SY	36,000		
88	Rip Rap, Class E	TON	245		
89	Silt Fence or Silt Fence Ditch Check	LF	40,000		
90	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	40,000		
91	Erosion Control Mulching	ACRE	6.1		
92	Inlet Protection Device	EA	45		
93	Mobilization	LS	1		

**TOTAL BID: \$** \_\_\_\_\_

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of \_\_\_\_\_ in the form of \_\_\_\_\_, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request. The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
	_____		_____
	_____		_____
	_____		_____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
By

\_\_\_\_\_  
Official Address

\_\_\_\_\_  
Title

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," In the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

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

By \_\_\_\_\_ (Title)

\_\_\_\_\_  
Witness

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

By \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Witness

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

City, State, Zip: \_\_\_\_\_

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:

\_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

\_\_\_\_\_

\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.**

**This form has been approved by the Iowa Labor Commissioner.**

309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.



## FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V, Project No(s). SU-364-3189 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 3rd day of January 2022 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No(s). SU-364-3189 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

\_\_\_\_\_  
Contractor

CITY OF CEDAR FALLS, IOWA

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

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

# Performance, Payment and Maintenance Bond

SURETY BOND NO. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the “Contractor” or “Principal” and \_\_\_\_\_ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2022, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

## **CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V Project SU-364-3189**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No(s). SU-364-3189

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

**FORM APPROVED BY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Attorney for Owner

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: CEDAR FALLS WEST  
VIKING ROAD INDUSTRIAL  
PARK PHASE V  
Cedar Falls, Iowa

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2022, within ten (10) calendar days of \_\_\_\_\_, 2022 and you are to complete the WORK as follows: furnish all labor, material and equipment necessary for construction of the CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V.

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The designated lot in the center of the site shall be pad ready no later than July 15th, 2022, with a fully constructed access road no later than August 15th, 2022. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that the aforementioned lot and access road are not completed to the satisfaction of the Owner, for the purposes of allowing private development access to begin construction on said lot. The project shall be substantially complete with all roadways and utilities installed and open to the general public no later than November 30th, 2022. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that roadways and utilities are not installed and operational after the substantial completion date. The Contractor shall fully complete the project no later than May 30th, 2023. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that work remains uncompleted after the completion date.

City of Cedar Falls, Iowa  
\_\_\_\_\_  
(OWNER)

By \_\_\_\_\_  
Title \_\_\_\_\_

## **DIVISION 2 – Special Provisions**

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the SUDAS Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

### **01 Award of Contract**

*Add the following to Standard Specification Section 1030 – 1.03:*

The low Bidder shall be determined on the basis of the Base Bid.

The lowest responsive bidder shall be required to furnish a performance, payment and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

### **02 Availability of Site**

*Add the following to Standard Specification Section 1050 – 1.04:*

During construction of this project, the Contractor shall be required to coordinate all operations with those of other Contractors/event staff working within the same area of the following projects and/or events:

- 1) Cedar Falls Viking Road Reconstruction Project RC-362-3212
- 2) University of Northern Iowa
  - a. Spring Classes Resume – January 2022, End – May 2022
  - b. Fall Classes Resume – August 2022
- 3) Cedar Falls Public Schools
  - a. Spring Classes End – May 2022
  - b. Fall Classes Resume – August 2022

### **03 Protection of Line and Grade Stakes**

*Add the following to Standard Specification Section 1050 – 1.10:*

The Contractor shall notify the Engineer at least **72** hours prior to the need for survey stakes. The Contractor shall be responsible for preserving survey stakes and marks and if any survey stakes or marks are destroyed or disturbed by the Contractor, Contractor will be charged for the cost of replacing them.

#### **04 Borrow and Waste Sites**

*Add the following to Standard Specification Section 1070 – 2.13:*

It shall be the Contractor's responsibility to provide waste areas or disposal sites for excess material which is not desirable to be incorporated in the work involved on this project (excavation or broken concrete). No payment for overhaul will be allowed for material hauled to these sites. The Engineer shall review all proposed disposal sites and determine the acceptability of each. Overhaul will not be measured or paid for but will be considered incidental to pavement removal or roadway excavation on this project.

#### **05 Contract Time**

*Add the following to Standard Specification Section 1080 – 1.02:*

The work under the proposed contract shall commence within ten (10) calendar days after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The designated lot in the center of the site shall be pad ready no later than July 15th, 2022, with a fully constructed access road no later than August 15th, 2022. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that the aforementioned lot and access road are not completed to the satisfaction of the Owner, for the purposes of allowing private development access to begin construction on said lot. The project shall be substantially complete with all roadways and utilities installed and open to the general public no later than November 30th, 2022. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that roadways and utilities are not installed and operational after the substantial completion date. The Contractor shall fully complete the project no later than May 30th, 2023. Liquidated damages in the amount of \$2,000 per calendar day shall be assessed for each calendar day that work remains uncompleted after the completion date.

#### **06 Work Progress and Schedule**

*Add the following to Standard Specification Section 1080 – 1.03:*

The progress of the work shall be such that at the expiration of one-fourth of the calendar days, one-eighth of the work shall be completed; at the expiration of one-half of the calendar days, three-eighths of the work shall be completed; at the expiration of three-fourths of the calendar days, the work shall be three-fourths completed, and the whole work shall be completed at the expiration of the calendar days.

#### **07 Weekly Record of Calendar Days**

*Add the following to Standard Specification Section 1080 – 1.06:*

Work shall not begin before 6:00 a.m. and shall stop at sunset. Work on Sundays and Holidays shall only be allowed after prior written approval by the Engineer.

## **08 Liquidated Damages**

*Add the following to Standard Specification Section 1080 – 1.12:*

Liquidated damages in the amount of two thousand (\$2,000.00) dollars per calendar day will be assessed for work not completed within the designated contract term as described in the Notice to Proceed.

## **09 Progress Payments and Vouchers**

*Add the following to Standard Specification Section 1090 – 1.01:*

Pay estimates will be submitted to the City Council for approval on the First and Third Mondays of each month.

Payment to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds of the Local Option Tax and General Obligation Bonds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain the last month's payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid in full.

## **10 Pollution Prevention Plan**

### 1. Site Description

This project generally consists of mass grading of 200-acre industrial park expansion site and constructing infrastructure associated with the first phase of the industrial park expansion site. The respective infrastructure includes 20,075 SY PCC, 7,338 LF storm sewer, 4,385 LF sanitary sewer, 5,125 LF water main, and other associated items.

Access to the site shall be from existing Industrial Park on east side of project site.

### 2. Erosion and Sediment Controls

Construction activities that disturb soils are shown in the grading plan as included in the Project plan set. The primary means of controlling silt movement during construction is by minimizing the exposure of subgrade soils by way of the Contractor's staging plan. Silt fence and filter sock shall be installed throughout the project as specified in the Project plan set and as necessary to comply with this NPDES permit. In addition, sediment filters shall be installed on intake wells and at the low point of the construction stage. Sediment filters shall also be placed on finished intake openings until the areas behind the back of curb have established growth from seeding.

Stabilizing of all disturbed areas shall be by seeding as shown in the Project plan as soon as practical after completion of the backfilling of the curbs and the placement of the topsoil. The Contractor shall be responsible for installation and maintenance of all erosion control measures as described in the Project plan. The Contractor may elect to delegate portions of these tasks to subcontractors.

All contractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater and soils by hazardous material and/or pollutants caused by work operations or encountered in their work. All waste building materials and supplies must be removed from the site. If construction equipment maintenance or repair is performed on the site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

Each and every Contractor shall be responsible to the Owner to:

1. Execute Contractor's part of the Pollution Prevention Plan as described.
2. Conduct all activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

### 3. Storm Water Management

Storm water shall be routed by means of concrete curb intakes and storm sewer. Concrete pipes shall be used to channel water from curb intakes to the existing main storm sewer pipes. The storm sewer pipes will range in size up to 48-inch diameter. Longitudinal sub-drains shall be included behind the curb line. The sub-drains shall tie into the curb intakes. New section of the storm water collection system was designed for the 10-year storm water event in accordance with local design standards. Sediment filters shall be incorporated in specific intakes to serve as sediment control structures during each stage. Storm water runoff shall be managed at all times during construction to minimize erosion.

### 4. Pollution Prevention Plan Reporting and Updates

The Owner or a representative is to insure compliance with the Pollution Prevention Plan will carry out regular inspections. Owner designated and qualified personnel will inspect disturbed areas of the construction site that have not reached "final stabilization" at least once every seven (7) calendar days. Owner will be responsible for executing the Plan towards the goal of a stabilized site. Owner will make determination of Contractors compliance with the plan and may direct additional measures to be taken by any Contractor. When a plan deficiency or the occurrence of a pollutant entering the drainage

system is observed, corrective action shall be taken. The Pollution Prevention Plan will be revised and modifications made to the control facilities as needed.

Intermittent reports based on site observation will be made and will become part of the pollution prevention plan. A final report and Notice of Discontinuation will be filed 30 days after final stabilization of the project has occurred.

## 5. Certification Statement

### **N.P.D.E.S. CERTIFICATION** **PROJECT NO(S). SU-364-3189**

Contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for “Storm Water Discharge Associated with Industrial Activity for Construction Activities” at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

## **11 METHOD OF MEASUREMENT**

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V project in accordance with the 2021 Edition of the SUDAS and as further modified by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program and the special provisions included in the contract documents.

## **12 BASIS OF PAYMENT**

Payment for the items listed in the Method of Measurement shall be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2021 Edition of the SUDAS as amended by the “City of Cedar Falls” Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program and the special provisions included in the contract documents.

### **DIVISION 3 – Standard Specifications**

The City of Cedar Falls has adopted the 2021 Edition of the STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS) as the City's Standard Specification.

This Standard Specification is amended by the "City of Cedar Falls" Supplemental Specifications to the 2021 Edition of the SUDAS Statewide Urban Design and Specifications Program. Water main installation shall be per Municipal Water Utility of the City of Cedar Falls Water Main Materials and Installation of Water Mains and their Appurtenances Standards as approved and amended February 14, 2020.

Links to both documents can be found on the City's website at:  
[www.cedarfalls.com/designstandards](http://www.cedarfalls.com/designstandards)

## **DIVISION 4 – Supplemental Plans and Specifications**

All work shall be constructed as specified in the Contract documents for the CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V in accordance with the 2021 Edition of the SUDAS as amended by the City of Cedar Falls' Supplemental Specifications to SUDAS, except as amended or supplemented as follows:

### **ADD SECTION 6010-I GRINDER PUMP STATION**

#### **PART 1 – GENERAL**

##### **1.01 – DESCRIPTION**

- A. This section includes furnishing and installing a pressure sewer grinder package lift station with remote mounted control panel for pumping raw sewage.
- B. The pumping system shall be provided to the jobsite complete with all controls, accessories and other appurtenances as specified and as required for a complete operating installation.

##### **1.02 – SUBMITTALS**

- A. Shop drawings: complete fabrication and installation drawings; including layout, dimensions, component dimensions, weights, details, installation information necessary to show compliance with specifications, and recommended installation procedures.
- B. Engineering calculations: as necessary to show compliance with the specifications.
- C. Maintenance and operation instructions.
  - 1. Submit three copies of manufacturer's maintenance and operation instructions.
  - 2. Include parts list and lubrication instructions.

##### **1.03 – PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver equipment in manufacturer's original unopened protective packaging or skids.
- B. Cover and store equipment above ground so as to keep free from water or other deteriorating elements.
- C. Handle carefully to prevent equipment damage during installation.

##### **1.04 – QUALITY ASSURANCE**

- A. The manufacturer shall provide evidence of satisfactory performance on a minimum of ten (10) similar projects of equal service conditions for a minimum period of five (5) years in the United States. Submit past project lists with Owner contact name/phone number data.

### 1.05 – WARRANTY

- A. The Contractor shall provide manufacturer's warranty written in the name of the Owner and submit Warranty to the Engineer for review.
- B. The Manufacturer's Warranty shall guarantee the equipment, coatings, materials, workmanship and hardware to be free of defects for a period of five (5) years from the date of manufacture. Warranty shall be according to the following schedule:
- C.

<b>Warranty Period</b>			
Time After Manufacture (Months):	0 - 18	19 - 39	40 - 60
Run Time (Hours):	0 – 3,000	3,001 – 6,500	6,501 – 10,000
Warranty:	100%	50%	25%

### 1.06 – OPERATION AND MAINTENANCE MANUALS

- A. Submit operations and maintenance manuals for the equipment in compliance with the Contract documents, prior to shipment. Manuals shall include:
1. Name, address, and telephone number of the nearest competent service representative who can furnish parts and technical service.
  2. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
  3. Operating, maintenance and troubleshooting information.
  4. Complete maintenance parts list.
  5. Complete connection, interconnecting and assembly diagrams.
  6. Approved shop drawings including complete electrical information.

### 1.07 – QUALITY ASSURANCE

- A. The manufacturer shall provide evidence of satisfactory performance on a minimum of ten (10) similar projects of equal service conditions for a minimum period of five (5) years in the United States. Submit past projects list with the Owner contact name/phone number data.

### 1.08 – APPROVED MANUFACTURERS

- A. All of the following equipment will be supplied by single provider.
- B. Pumps: Barnes ZOGP as supplied by Electric Pump, 4280 E 14<sup>th</sup> Street, Des Moines, IA 50313
- C. Fiberglass Basin: AK Industries Prefabricated Basin as supplied by Electric Pump, 4280 E 14<sup>th</sup> Street, Des Moines, IA 50313
- D. Control Panel: Stealth Control Panel as supplied by Electric Pump, 4280 E 14<sup>th</sup> Street, Des Moines, IA 50313.

- E. Other products or substitutions require pre-approval by Engineer.

## **PART 2 – PRODUCTS**

### **2.01 PRESSURE SEWER GRINDER PACKAGE LIFT STATION**

- A. **DESIGN:** A centrifugal submersible grinder pump designed to reduce all material found in normal domestic sewage, including plastics, rubber, sanitary napkins, and disposable diapers into a finely ground slurry. The resultant slurry is then pumped through small diameter piping, gravity interceptor or treatment facility. The temperature limitation of the liquid being pumped is 104°F (40°C) continuous. The pump shall be capable of running dry for extended periods.
- B. **PERFORMANCE:** In order to ensure proper operation in all conditions, pump(s) must provide, without overheating in continuous operation, maximum head condition required by the system. Pump(s) must also be capable of operating at zero or negative heads without damage to the pump(s). The pump shall be tested and certified, by a third-party agency to NSF46 standards.
- C. **CONSTRUCTION:**
1. The volute, seal plates and motor housing shall be constructed of high-quality ASTM A-48 class 30 cast iron. The pump(s) shall powder coated with an epoxy primer and a polyester topcoat. All exposed hardware shall be 300 series stainless steel. Discharge connection shall be a standard 1.25-inch NPT in the vertical position using a threaded bolt on discharge flange. A movable fitting with c-channel connection is also acceptable.
  2. The pump impellers shall be of the recessed vortex design. Pumps with standard centrifugal semi-open impeller designs shall not be acceptable. The impellers shall be of 85-5-5-5 construction and machined such that the upper and lower impeller are locked for positive rotation by a shaft key. Both impellers are dynamically balanced to ISO G6.3.
  3. The pump shall be a two-bearing design consisting of an upper ball bearing carrying the thrust loads, and lower ball bearing for the purpose of carrying the thrust loads and radial loads. Sleeve bearings or ball bearings will not be considered equal. Bearings shall operate in an oil bath atmosphere for superior life. Permanently lubricated bearings are not acceptable.
- D. **GRINDER:** The grinder mechanism shall be specifically designed for use in a grinder pump. The mechanism shall consist of an axial cutter that is locked for rotation by a shaft key. The cutter is fixed axially by a socket head cap screw. The cutter plate is held in place by a press fit. The entire cutting mechanism shall be recessed, protecting the mechanism. All grinding mechanism components, including both the cutter plate and radial cutter shall be constructed of 440C stainless steel hardened to a minimum Rockwell C55 and shall be finish ground for a fine cutting edge.
- E. The grinder shall be placed immediately below the pumping elements and shall be direct driven by a single, one-piece, stainless steel motor shaft. The grinding assembly

shall operate without objectionable noise or vibration over the entire range of recommended operating pressures. The grinder shall be constructed so as to eliminate clogging and jamming under all normal operating conditions including starting. In order to demonstrate adequate flow velocity and grinding capability, the grinder pump shall be capable of passing a series of stringy type solids (diapers, rags, feminine products, etc.) through the pump without roping or winding the material in or immediately below the pump suction.

- F. **ELECTRIC MOTOR:** Single-phase motors shall be of the capacitor start, capacitor run design, 208-240 volt, and single phase, 2 HP. The motor shall meet the performance requirements of a NEMA L speed-torque curve. The motor shall be designed to be non-overloading throughout the entire pump curve. The motor shall be constructed with the open windings operating in a sealed housing, which contains clean dielectric oil for heat dissipation from the windings and for lubrication of the bearings, making it capable of operating in a totally, partially, or non-submerged condition for extended periods of time without damage due to heat being generated. Oil used must be able to be disposed of as non-hazardous waste. Air-filled motors shall not be acceptable. The motor shaft shall be of 416 stainless steel. Capacitors shall be capable of being changed without draining motor oil.
- G. An automatically resetting, heat sensing thermal device that interrupts current flow if excessive temperature and/or current is detected shall provide protection against excessive temperature.
- H. The pumps shall be equipped with 50 ft. of type SOW power cord. The power cord and motor shall be connected via quick disconnect pin terminals located within the motor housing. Pin receptacles shall be crimped and molded to the power cord in a PVC plug. The plug shall be secured with a stainless-steel compression plate to prevent water from entering the motor housing and to provide strain relief at the point of cord entry. A polybutylene terephthalate terminal block with brass pin inserts shall connect the power cord leads with motor leads. The ground pin shall be longer than the other pins such that the ground connection is the first connection made and the last connection broken when the plug is inserted and removed, respectively. A Buna-N o-ring shall provide isolation sealing between terminal block and the motor housing. The plug assembly shall be guaranteed by the manufacturer to meet UL approval for submersion.
- I. **MECHANICAL SEAL:** The pump shall be equipped with double floating, self-aligning rotary shaft seal to prevent leakage between the motor and pump. The materials of construction shall be silicon carbide for both the rotating face and for the stationary face, lapped and polished to a tolerance of one light band, with 300 stainless steel hardware, with all elastomer parts of Buna-N.
- J. **SPARE PUMP:** One complete spare pump shall be provided. Spare pump shall be identical to the installed pump and shall be able to replace installed pump without modification.

## 2.02 – OPERATING CONDITIONS

A. Residential simplex pressure sewer grinder package:	1
Capacity:	26 GPM
Total Dynamic Head:	86'
Total Static Head:	40'

## 2.03 – FRP BASIN

- A. Contractor shall furnish all labor, materials, equipment and performance of all work necessary or incidental to furnish and install a duplex prefabricated fiberglass reinforced polyester (FRP) Lift station. The lift station shall be completely factory-assembled unit, requiring minor adjustments and reassembly on site.
- B. The Manufacturer shall demonstrate the ability to fabricate the various lift station components, as shown in the plans and as specified herein. The complete Lift Station shall be manufactured by AK Industries as provided by Electric Pump (Des Moines, IA).
- C. Wet well FRP Wall Laminate must be designed to withstand wall collapse or buckling based on these assumptions and Third-party specifications.
- D. Hydrostatic Pressure: 62.4 lbs. Per SQ Ft.
- E. Saturated soil weight: 120 lbs. Per Cubic Ft.
- F. Soil Modulus: 700 lbs. Per SQ Ft.
- G. Pipe Stiffness As specified in ASTM D 3753
- H. The wet well FRP laminate must be constructed to withstand or exceed two times the assumed loading on any depth of the wet well.
- I. The exterior layer of body of laminate shall be of construction suitable for the service intended and contain sufficient glass by weight (50 TO 80 %) to provide the aggregate strength necessary to meet the tensile and flexural requirements. The exterior surface shall be relatively smooth with no exposed fibers or sharp projections. Hand work is acceptable, but enough resin shall be present to prevent fiber show.
- J. The resin rich inner surface shall be free of cracks and crazing with smooth finish with an average of not more than (2) two pits per square foot, providing the pits are less than 0.125 in diameter and 0.3125 inches in depth and are covered with sufficient resin to avoid exposure of any fiberglass reinforcement materials. Some waviness shall be permissible as long as the surface is smooth. A minimum of 0.100 inch of the laminate next to the inner surface shall be reinforced with not less than 20 percent nor more than 30 percent by weight of non-continuous glass strands having fiber lengths from 0.5 to 2.0 inches. Both exterior and interior laminates shall have a Barcol Hardness of at least 90 percent of resin manufacture specified hardness for fully cured resin.
- K. Must be constructed suitable for the service designated by the project engineer. Under total water submerged conditions. The center deflections of any basin bottom must be less than 3/8" in as not to interfere with the pump mounting requirements and Rail

system. No bottom shall have a form of glue adhesive as attachment of the basin bottom and or anti floatation collar.

- L. The wet well top flange shall have an outside diameter at least 4 inches greater than the inside diameter of the basin. A (6) six-hole pattern shall accommodate the mounting of a cover with at least 3/8 inches in diameter 300 series stainless steel fasteners. Non-corroding stainless steel threaded inserts shall be fully encapsulated with non-continuous mat or chop strand glass fiber reinforcement. The inserts shall have an offset tab to prevent stripping or spinning out when removing and reinserting cover fasteners.
- M. The anti-float shall be manufacture by way of (RTM) resin transferred molded Continuous Mat and or chop spray, with an outside diameter no less than (4) inches larger than the ID of any basin. The anti-float shall have no glue adhesive in form of attachment to any basin. No more than 3/8-inch deflection in center of basin bottom.
- N. The steel anti-floatation shall be constructed from 0.187 inches this (ASTM A 36) structural steel plate, encapsulated in at least 0.125 inches of chopped-strand glass fiber reinforcement on all sides. The steel anti-floatation may be square and or round, with no less than 4 inches greater than the inside diameter of any basin. The steel anti-floatation collar shall be attached to the basin bottom with chopped-strand glass fiber reinforcement. AK recommends basins over 10 feet in length to install steel anti-floatation.
- O. The cover shall be constructed of ¼-inch thick material finish aluminum diamond plate pattern with 300 series stainless steel hardware. The hatch shall have a positive means of holding door open in the vertical position (Locking hold open arm) made of non-corrosive material. The cover shall be mounted with minimum of six 300 series stainless steel fasteners. The access hatch cover shall have a lift handle and a means of locking.
- P. Designated size NPT, 300 series stainless coupling, full welded in the center of a 300 series stainless steel plate. Mounted with 300 series stainless steel hardware. 1 1/4 inch thru 4-inch. Wet well penetrations to be sealed prior to mounting of coupling.
- Q. The Cast Iron Caulking Hubs are made of cast iron conforming to radius of fiberglass basin. All fasteners to be 300 series stainless steel. Use local plumbing codes for approved sealing methods and materials.
- R. Float bracket shall be fabricated from 300 series stainless steel with compression style cord grips to maintain float level position. Install with 300 series stainless steel hardware.
- S. Wet well ventilation shall comply with all applicable codes.
- T. Piping shall be schedule 80 PVC with means of positive seal joints per material.
- U. Purchaser of prefabricated FRP lift station shall coordinate with contractor so that the lift station is delivered to project site for installation. Handling instructions shall be provided by lift station manufacture with lift station to insure proper handling of the lift station. After inspection up on delivery by receiver, the contractor shall store any loose items and account for them in a clean and dry environment. All equipment needed to off load and install lift station shall be determined and be provided by contractor on the project.

- V. The prefabricated FRP lift station manufacture shall guarantee the prefabricated lift station as approved drawings for a period of One year from the date of delivery.

## **2.04 – DAVIT CRANE**

### **A. GENERAL:**

1. Experience: manufacturer shall have a minimum of 5 years-experience producing substantially similar equipment. Quality Assurance: manufacturer shall be registered ISO 9001:2000 compliant with an independent certification agency approved by the International Organization for Standardization

### **B. PRODUCT:**

1. Manufacturer: Davit crane shall be as manufactured by Thern, Inc., First Mate Series.
2. Design Factor: designed with an ultimate design factor greater than 3:1 for all components including the lifting winch and base.
3. Lift Capacity: davit crane shall have a variable lift capacity based on boom position, to vary between 500 pounds with the boom horizontal and 850 pounds with the boom at 45 degrees from vertical.
4. Hook Reach: boom shall have a maximum hook reach of at least 42 inches measured from mast center to hook center when the boom is horizontal.
5. Hook Height: hook height shall be adjustable by moving the boom up or down between horizontal and 45 degrees from vertical, with a minimum of 76 inches between the lowest position and the highest position.
6. Boom Angle: boom angle shall be fixed or adjustable with a hand operated screw jack acting to raise or lower the boom between horizontal and 45 degrees from vertical.
7. Boom Sheave: wire rope shall pass over a sheave at the end of the boom. Sheave shall have a needle bearing.
8. Clearance: minimum height of the boom shall be no less than 30 inches between mounting surface and the underside of the boom.
9. Rotation: mast and boom shall be capable of rotating 360 degrees
10. Fastening Pins: crane components shall be fastened together using solid steel pins.
11. Winch Location: lifting winches shall be located such that the center point of the drive shaft is no more than 18 inches in front of the centerline of the mast.
12. Nametag: davit crane shall be labeled with a non-corrosive metal identification plate labeled or imprinted with the manufacturers name, model number, serial number, capacity rating, and other essential information.

### **C. CRANE FINISH**

1. Material: crane boom, mast and base shall be fabricated from steel meeting ASTM standards.
2. Finish: crane boom, mast and base shall have a corrosion resistant finish

### **D. LIFTING WINCH**

1. Lifting Winch: winch shall have machine cut gears, an adjustable handle that mounts securely to the drive shaft, bronze and radial ball bearings, and a positive load holding

Weston style brake able to stop and hold the load automatically if the winch handle is released.

## E. WIRE ROPE

1. Wire rope construction shall be 3/16-in type 304 stainless steel cable with swaged fitting ball fitting
2. Hooks: latch type hooks shall be used and shall be swivel type to allow 360 degree rotation under all load conditions. Hooks shall be heat treated drop forged type 304/316 stainless steel.

## 2.05 – MOTOR CONTROL PANEL

- A. Furnish one Simplex Control Panel to operate pump motor and auxiliary accessories for manual or automatic operation. The panel enclosure shall be Nema 4X Non-metallic enclosure equipped with a padlock hasp, drip shield, 18” legs & louvered skirts.
- B. The control system will operate on 208 volts, 60 hertz, single phase power supply. Pump control components shall be sized to operate pump motors of 2 horsepower at proper RPM.
- C. The Control Panel shall include the following components for operating pump motor.
  1. Motor Circuit Breakers which provide disconnect and over current protection. The disconnect will be operable through the door and be interlocked with the door such that the door cannot be opened when the disconnect is in the on position.
  2. Motor Starters sized to the motor horsepower. Starter shall be equipped with ambient compensated, class 10, three leg overloads with reset button.
  3. Hand-Off-Auto selector switches which allow manual or automatic operation. The selector switch shall be heavy duty oil tight and rated for the Nema class of the enclosure.
  4. Indicator lights for Pump On and Seal Fail indication. Indicator lights shall be heavy duty oil tight rated for Nema class of enclosure
  5. Elapsed Timer meters for each pump. Meters will measure hours of operation be heavy duty and rated for the Nema class of the enclosure.
  6. Terminal strip to provide ease in connection of external components.
  7. Float system comprised of float switches and cord holding bracket
  8. Condensate heater shall be included to maintain > 50F internal panel temperature.
  9. The floats will be connected to intrinsic safe barriers in accordance to NEC for Class 1 Div 1 group D classification.
- D. Panel shall also include a top mounted high alarm flashing indicator light in protected housing along with alarm horn with push to silence/acknowledge alarm condition. Panel shall be mounted to stand constructed of aluminum that bolts to concrete slab. Stand shall be 74” tall with horizontal bars for bolting panel to the stand.

## 2.06 – CELLULAR DIALER

- A. Furnish one cellular alarm dialer to communicate alarm conditions. Dialer shall be NCC-1403 as manufactured by Starnet technologies and provided by Electric Pump.

## B. PRODUCT

1. NEMA 4X enclosed unit with external mount antenna option
  - a. Dimensions: 8"W x 10"H x 5.75"D, 60 oz.
2. I/O: Inputs: (6) 120Vac or 24Vdc (Digital Logging), (8) 120Vac or 24Vdc (Digital Alarm), and (1) Power Monitor (Digital Status). (2) 4-20mA or 1-10V (Dip Switch Selectable, Analog). Outputs: (2) Sinking Digital.
3. Input Power: 1 Amp Supply (120Vac or 24Vdc)
4. Modbus Port: Expansion I/O via PLC
5. USB Port: Used for firmware updates
6. Capacitor for providing short-term power for sending alarm(s) upon power outage.
7. Operating Temperature: -40 ... +50 Deg C
8. Radio & Antenna: Compatible with all CDMA and LTE carriers

## PART 3 – EXECUTION

### 3.01 – INSTALLATION

- A. Install equipment in accordance with manufacturer's recommendations and as shown on plans.
- B. Test pumps as specified.
- C. Manufacturer's representative to inspect installation and witness pump and VFD tests as specified.

### 3.02 – PUMP TEST

- A. The pump manufacturer shall perform the following inspections and tests:
  1. A check of the motor voltage and frequency shall be made as shown on the name plate.
  2. A motor and cable insulation test for moisture content or insulation defects shall be made per CSA criteria.
  3. The pump shall be completely submerged and run to determine that the unit meets three pre-determined hydraulic performance points.
- B. START-UP: The pump (s) shall be tested at start-up by a qualified representative of the manufacturer. A start-up report as provided by the manufacturer shall be completed before final acceptance of the pump (s).
- C. DOCUMENTATION: The manufacturer, if requested, will supply a minimum of three (3) sets of standard submittal data; Standard submittal data consist of:
  1. Pump catalog data
  2. Pump performance curve
  3. Break Away Fitting (BAF) data
  4. Cover data
  5. Typical installation drawing
  6. Control panel data
  7. Panel wiring schematic

8. Accessory data
9. Installation & Operation Manuals with Parts List

### **3.03 – FIELD TESTS**

- A. Subject each pump to 8 hours operation field test on-off (50% run time) before pump station start-up.
- B. Preparation: install each pump in operating position; check for proper service voltage and impeller rotation.
- C. Dry pumping test: operate each pump with maximum 2 foot of water above centerline of pump volute for 60 minutes continuously with pump connected to discharge piping.
- D. No external liquid or air source permitted for cooling pump or motor.
- E. Manufacturer's representative and Engineer must be present during dry pumping test.
- F. Pumps subject to rejection by Engineer for excessive noise, vibration, heat or seizing; replace rejected pump and repeat tests until pump is accepted.

### **3.04 – START-UP AND ADJUSTMENT**

- A. Contractor shall be responsible for start-up and check-out of control system with control system supplier as required to fine tune system in order to assure that a complete and efficiently working system is turned over to the Owner.
- B. System check-out shall be in presence of Engineer to verify proper operation of system.
- C. The installation of equipment shall be inspected by supplier to validate warranty.

## **ADD SECTION 8940 TRAFFIC SIGNS AND POSTS**

### **PART 1 – GENERAL**

Comply with Division 1 of SUDAS - General Provisions and Covenants

#### **1.01 SECTION INCLUDES:**

- A. Traffic Signs
- B. Traffic Sign Posts
- C. Removal of Signs and Posts

#### **1.02 DESCRIPTION OF WORK**

Includes requirements for traffic sign panels and posts for installation.

#### **1.03 SUBMITTALS**

Comply with Division 1 – General Provisions and Covenants.

#### **1.04 SUBSTITUTIONS**

Comply with Division 1- General Provisions and Covenants.

#### **1.05 DELIVERY, STORAGE AND HANDLING**

Comply with Division 1- General Provisions and Covenants.

#### **1.06 SCHEDULING AND CONFLICTS**

Comply with Division 1- General Provisions and Covenants.

Notify the Engineer at least 72 hours in advance of all removals.

#### **1.07 SPECIAL REQUIREMENTS**

None.

#### **1.08 MEASUREMENT AND PAYMENT**

##### **A. Sign Panels**

1. **Measurement:** Per square foot of sign area.
2. **Payment:** Per unit price per square foot of sign area as installed.

##### **B. Sign Posts**

1. **Measurement:** Per linear foot.

2. **Payment:** At unit price per linear foot.
3. **Includes:** All post sections, anchor, and associated hardware for installation of posts and Erection of signs.

#### C. Removal of Sign

1. **Measurement:** Each sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each sign and post assembly.
3. **Includes:** Unit price includes, but is not limited to, removal, disposal, and backfilling as necessary.

#### D. Removal and Reinstallation of Sign

1. **Measurement:** Each reinstalled sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each reinstalled sign and post assembly.
3. **Includes:** Unit price includes, but is not limited to removal, protection, and reinstallation. New posts, if necessary due to damage or if specified are incidental.

#### E. Removal and Salvage of Sign

1. **Measurement:** Each sign and post assembly will be counted.
2. **Payment:** Payment will be at the unit price for each sign and post assembly removed.
3. **Includes:** Unit price includes, but is not limited to, removal, protection, salvage as designated in the contract documents, and backfilling as necessary.

### PART 2 – PRODUCTS

#### 2.03 Sign Panels

- A. Fabricate signs from sheet aluminum in accordance with Section 4186.02 A. of the Iowa Department of Transportation Standard Specifications.
- B. Retroreflective Sheeting in accordance with Section 4186.03 of the Iowa Department of Transportation Standard Specifications.
- C. Sign fabrication in accordance with Section 4186.06 of the Iowa Department of Transportation Standard Specifications.
- D. Fastening accessories in accordance with Section 4186.09 A. of the Iowa Department of Transportation Standard Specifications.

#### 2.04 Sign Posts

- A. Perforated Square Steel Tube, 2 inches square with 14- gauge wall, 11 feet in length.

- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

### **2.05 Anchor Post**

- A. Perforated Square Steel Tube, 2 ¼ inch square, 12- gauge wall, 48 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

### **2.06 Sign Post Extension**

- A. Perforated Square Steel Tube, 1 ¾ inch square, 14- gauge wall, 30 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.

### **2.07 Omni-Directional Soil Stabilizing Anchor Sleeve**

- A. Perforated Square Steel Tube, 2 ½ inch square, 12- gauge wall, 18 inch in length.
- B. Steel in conformance with ASTM A1011, Grade 50.
- C. Average minimum yield strength after cold-forming: 60,000 psi.
- D. Corner welded, scarfed, zinc coated.
- E. Chromate conversion coating, clear organic polymer topcoat.
- F. Galvanized interior and exterior.
- G. Made in USA.
- H. Weld 4, 4 "x 12", 10- gauge triangular wing plates to each corner of the tube at 45 degree angles at 2 1/2 inches from top of tube.

### **2.08 Medium Corner Bolt**

- A. 5/16 inch diameter, 2 bend truss head, 18 grade.
- B. Steel in conformance with ASTM A307.
- C. Zinc plated in conformance with ASTM B633.
- D. Made in USA.

## **PART 3 – EXECUTION**

### **3.01 Sign Panels**

- A. Erect in accordance with Section 2524.03.B.1. of Iowa Department of Transportation

Standard Specifications.

**3.02 Sign Posts**

- A. Install posts and anchors in accordance with Section 2524.03.B.3 of Iowa Department of Transportation Standard Specifications.

**3.03 Sign Post Extension**

- A. For use to mount street name signs above stop signs.

**3.04 Omni-Directional Soil Stabilizing Anchor Sleeve**

- A. For use in stabilizing sign assemblies which include multiple signs.
- B. Sleeves shall slide over the anchor stubs and line up with the top of the anchor stub.

**END OF SECTION**



# Preliminary Geotechnical Engineering Report

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## **Cedar Falls Industrial Park West Expansion**

**Cedar Falls, Iowa**

June 20, 2019

Terracon Project No. 13195013

### **Prepared for:**

Snyder & Associates, Inc.  
Cedar Rapids, Iowa

### **Prepared by:**

Terracon Consultants, Inc.  
Cedar Falls, Iowa



June 20, 2019

Snyder & Associates, Inc.  
5005 Bowling Street SW. Suite A  
Cedar Rapids, Iowa 52404



Attn: Mr. Patrick Schwickerath, P.E. – Civil Engineer  
P: (319) 362 9394  
E: pschwickerath@snyder-associates.com

Re: Preliminary Geotechnical Engineering Report  
Cedar Falls Industrial Park West Expansion  
South Union Road  
Cedar Falls, Iowa  
Terracon Project No. 13195013

Dear Mr. Schwickerath:

Terracon Consultants, Inc. (Terracon) has performed the Preliminary Geotechnical Engineering services for the above referenced project. Our services were performed in general accordance with Terracon Proposal No. P13195013R dated February 20, 2019. This report presents the findings of the subsurface exploration and provides preliminary geotechnical recommendations concerning earthwork and the design and construction of foundations and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,  
Terracon Consultants, Inc.

Kurt A. Drilling  
Senior Staff Geologist

Jason P. Heinz, P.E.  
Department Manager  
Geotechnical Services  
Iowa No. 18345

## REPORT TOPICS

- INTRODUCTION..... 1**
- SITE CONDITIONS..... 1**
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**Note:** This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at [client.terracon.com](http://client.terracon.com).

## ATTACHMENTS

- EXPLORATION AND TESTING PROCEDURES**
- SITE LOCATION AND EXPLORATION PLANS**
- EXPLORATION RESULTS**
- SUPPORTING INFORMATION**

**Note:** Refer to each individual Attachment for a listing of contents.

**Preliminary Geotechnical Engineering Report**  
**Cedar Falls Industrial Park West Expansion**  
**South Union Road**  
**Cedar Falls, Iowa**  
**Terracon Project No. 13195013**  
**June 20, 2019**

## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed industrial park planned east of South Union Road in Cedar Falls, Iowa. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Foundation design and construction
- Seismic site classification per IBC
- Pavement design and construction

The geotechnical engineering Scope of Services for this project included the advancement of sixteen (16) test borings to depths of approximately 25.5 to 30.5 feet below existing site grades. Maps showing the site and boring locations are shown in the **Site Location and Exploration Plans** section. The results of the laboratory testing are included on the boring logs in the **Exploration Results** section.

## SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
<b>Site Location</b>	The project site is located south and east of the intersection of South Union Road and Viking Road in Cedar Falls, Iowa and is about 200 acres. See <b>Site Location</b>
<b>Existing Improvements</b>	Potential for field tile
<b>Current Ground Cover</b>	Crop residue
<b>Existing Topography (from USGS 24K map)</b>	Topographic contour elevations range from about 940 to 1000 feet.

## PROJECT DESCRIPTION

Item	Description
<b>Project Description</b>	The approximate 200-acre site will be developed and require grading to provide relatively level building sites and to establish surface drainage. Site development will also include the installation of underground utilities and construction of pavements and detention basins. The project's grading plan was not available at the time of this report.
<b>Grading/Slopes</b>	Cuts and fills of about 10 feet or less have been assumed Side slopes of 3 Horizontal to 1 Vertical (3H:1V) or flatter
<b>Pavements</b>	Two-lane, city streets Design traffic and pavement design period not provided. We expect that 'standard' City of Cedar Falls pavement sections will be considered.

## GEOTECHNICAL CHARACTERIZATION

### Subsurface Profile

Conditions encountered in each boring are indicated on the individual boring logs in the **Exploration Results** section. Stratification boundaries on the boring logs represent the approximate location of changes in soil types. The following depths are approximate and are in reference to the grades existing at the time the borings were performed. Based on the results of the borings, subsurface conditions can be generalized as follows.

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency/ Relative Density
Surface	0.6 to 3	Topsoil	N/A
1a	2.5 to 6 (Borings 1 to 4, 6 to 9, 11, and 16)	Lean Clay, with varying amounts of sand	Soft
1b	4 to 9 (Borings 4 to 16)	Lean Clay, with varying amounts of sand	Medium Stiff
2	8 to 14 (Borings 9 and 12)	Lean to Fat Clay, with varying amounts of sand	Medium Stiff to Stiff

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency/ Relative Density
3	9 to 28 <sup>1</sup> (Borings 1 to 11 and 13 to 16)	Sandy Lean Clay, trace gravel, with occasional sand seams and layers	Medium Stiff to Stiff
4	10 to 26 (Borings 1 to 3, 6, 10, 11, and 13 to 16)	Sand, with varying amounts of clay / Silt, with varying amounts of clay and sand	Medium Dense to Very Dense / Stiff to Very Stiff
5	24 to 25.5 <sup>2</sup> (Borings 8 and 15)	Lean to Fat Clay, with varying amounts of sand	Medium Stiff to Stiff
6	25.5 to 30.5 <sup>3</sup> (Borings 1 to 7 and 11 to 16)	Sandy Lean Clay, trace gravel, with occasional sand seams and layers	Very Stiff to Hard

1. Boring 9 terminated in Stratum 3 at a planned depth of 25.5 feet.
2. Boring 8 terminated in Stratum 5 at a planned depth of 25.5 feet.
3. Borings 1 to 7 and 11 to 16 terminated in Stratum 6 at planned depths of 25.5 to 30.5 feet.

### Groundwater Conditions

The boreholes were observed during and after drilling and sampling for the presence and level of groundwater. Groundwater levels observed in the boreholes can be found on the boring logs in **Exploration Results**, and are summarized in the following table. The following groundwater level observations are approximate and in reference to the grades existing at the time of the exploration.

Boring No.	Groundwater Depth While Drilling/Sampling (feet)	Groundwater Depth After Drilling/Sampling (feet)	Groundwater Depth on 5/14/2019 (feet)
1	4	16	2.5
2	5	23	9
3	4	1	N/A
4	4	24	3.5
5	6	25.5	3
6	6.5	24	3
7	5.5	9	2
8	14	20	2
9	14	N/A	None

**Preliminary Geotechnical Engineering Report**

Cedar Falls Industrial Park West Expansion ■ Cedar Falls, Iowa

June 20, 2019 ■ Terracon Project No. 13195013

Boring No.	Groundwater Depth While Drilling/Sampling (feet)	Groundwater Depth After Drilling/Sampling (feet)	Groundwater Depth on 5/14/2019 (feet)
10	7	6.5	2
11	5	10.5	3.5
12	10.5	16	1
13	6	11.5	3.5
14	9	20	3.5
15	14	9.5	3.5
16	13	12.5	3.5

Due to the relatively low ‘permeability’ of the soils encountered in the borings, a relatively long period is necessary for a groundwater level to develop and stabilize in a borehole. Groundwater level observations made within granular soils, however, are usually a reliable indication of the current groundwater conditions. Long-term observations in piezometers or groundwater observation wells sealed from the influence of surface water would be required to provide a better evaluation of groundwater levels at this site.

A review of the Black Hawk County, Iowa Soil Survey published by the United States Department of Agriculture / Soil Conservation Service indicates the following soils are present at the site, and also associates the following groundwater conditions and drainage characteristics with the soils.

USDA / SCS Pedology				
Mapped Soil Unit	Seasonally High Groundwater Depth (feet)	Frequency of Flooding	Drainage Class	Approx. Percentage of Site Area
Sparta loamy fine sand	>6	None	Excessively drained	4
Kenyon loam	4	None	Moderately well drained	57
Dinsdale silty clay loam	4	None	Moderately well drained	1
Maxfield silty clay loam	0	None	Poorly drained	17
Clyde-Floyd complex	0	None	Poorly drained	13
Aredale loam	>6	None	Well drained	3
Maxmore silty clay loam	0	None	Poorly drained	5

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. Perched (trapped) water can also develop with more 'permeable' soils within and/or above less 'permeable' soils. Therefore, groundwater levels during construction or at other times during the life of the development may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

## **GEOTECHNICAL OVERVIEW**

Geotechnical considerations identified for this site include the presence of:

- Relatively thick, partly organic soils in some areas
- Lower strength and higher moisture content soils
- Medium to high plasticity soils
- Relatively shallow groundwater

Relatively thick layers of topsoil were encountered at Borings 4, 11, 12, 14, 15, and 16 to depths of about 15 to 36 inches. The presence of relatively thick layers of partly organic soils in some areas will affect earthwork for this project.

Lower strength and/or higher moisture content soils were encountered below the surficial topsoil in the majority of the borings to depths of about 2.5 to 6 feet below existing grades. Lower strength and/or higher moisture content soils can rut and pump under construction equipment loadings. Undercutting, placement of granular fill, or scarification, moisture conditioning, and compaction, should be expected to be required prior to fill placement. If lower strength soils are not undercut in areas that receive more than 5 feet of fill (if any), settlement resulting from the weight of new fill is expected, in addition to settlement resulting from structure loads, and a delay after the completion of fill placement on the order of several weeks should be planned prior to the construction of new improvements. The presence of lower strength soils will also affect earthwork in foundation, floor slab, pavement, and utility areas, and corrective earthwork should be expected to establish suitable support conditions for new improvements.

Medium to high plasticity soils (i.e., lean to fat clay) were encountered in Borings 8, 9, 12, and 16 to depths of about 8 to 25 feet below existing grades. Medium to high plasticity soils shrink and swell more than low plasticity soils (i.e., silty soils and lean clay soils) with changes in moisture conditions. Complete removal of these soils would not be practical due to the depths which these soils were encountered. Generally, undercutting and/or the provision of a minimum 2-foot thick layer of low plasticity fill below grade-supported elements is used to help reduce the amount of movement related to shrinking and expansion of medium to high plasticity soils. It is important to note that even if a layer of low plasticity fill is provided immediately below grade-supported elements, some movement and at least minor cracking in grade-supported elements (i.e., floor slabs, pavements, and sidewalks) should be anticipated. The severity of cracking and cosmetic damage, such as

uneven surfaces, will probably increase if modification of the site results in excessive wetting or drying of the expansive soil. Eliminating the risk of movement and cosmetic distress may not be feasible, but it may be possible to further reduce the risk of movement if more expensive measures are used during construction. Terracon would be pleased to discuss other alternatives upon request.

Groundwater was generally observed in the borings at depths of about 1 to 3.5 feet below existing grades. Due to the presence of sand seams and layers, removal of groundwater should be expected to facilitate earthwork and construction of new improvements in some areas. Consideration should be given to ‘pre-draining’ the site prior to grading and providing permanent subsurface drainage systems for new improvements. Additional commentary is provided in subsequent sections of this report regarding subsurface drainage.

It is our opinion that following corrective earthwork, particularly in lower site areas, the site soils would be suitable for support of lightly-loaded buildings and pavements. If more heavily-loaded structures are planned on the site, the use of an intermediate foundation system or ground improvement system could be required to adequately support the structures. Preliminary recommendations for earthwork and building foundations are presented in the following sections.

## EARTHWORK

### Preliminary Earthwork Recommendations

Item	Descriptions and Values
Topsoil Stripping Depths <sup>1</sup>	<ul style="list-style-type: none"> <li>■ 8 to 36 inches</li> </ul>
Subgrade Improvement for Lightly-Loaded Floor Slabs and Pavements <sup>2</sup>	<ul style="list-style-type: none"> <li>■ Undercut 12 to 18 inches of lower strength soil, and scarify, moisture condition, and compact the upper 9 inches of fine grained (i.e. clay or silt) soil, granular soil prior to earthen fill placement and construction of grade-supported elements.</li> <li>■ Use 12 to 24 inches of crushed stone or other granular fill to ‘stabilize’ or ‘bridge’ lower strength soils</li> </ul>
Potential Seasonally High Groundwater Levels <sup>3</sup>	<ul style="list-style-type: none"> <li>■ 0 to 4 feet below existing grades</li> </ul>

1. It is important to note that different thicknesses of topsoil could be encountered in the vicinities of low areas or along former and existing draws and swales. Plowing of the soils for agricultural purposes and erosion could have also created variable topsoil thicknesses in some areas. Actual stripping depths should be anticipated to vary.
2. Pre-draining the site and performing grading operation during warm seasons and dry periods would help reduce the amount of subgrade improvement required.
3. Groundwater seepage should be anticipated during construction due to the presence of granular seams and layers. Rapid groundwater inflows and rather significant amounts of groundwater could be encountered in the granular layers.

### Preliminary Fill Material Types

Fill that will support foundations, floor slabs, and pavements should meet the following material property requirements.

Fill Type <sup>1</sup>	USCS Classification	Acceptable Areas for Placement
Imported, Low plasticity Fine-grained	CL, CL/SC (LL ≤ 45 and PI ≤ 23)	Below footings and the aggregate base for floor slabs and pavements
Imported Granular <sup>2</sup>	GW, GP, SW, SP	Below footings, floor slabs, and pavements
On-site Soils <sup>3</sup>	CL, CL/SC, SP, SC	The non-organic, on-site soil types appear suitable for use as fill below spread footings and the aggregate base for floor slabs and pavements.
	CL/CH, CH	≥ 2 feet below grade-supported elements

1. Fill should consist of approved materials that are free of organic matter debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. Each proposed fill material type should be sampled and evaluated by Terracon personnel prior to its delivery and/or use.
2. A 6-inch thick aggregate base is commonly sufficient immediately below lightly-loaded floor slabs and pavements.
3. Based on the results of the borings and laboratory testing, it appears that the non-organic, on-site soils could be reused. A significant amount of moisture conditioning should be expected achieve compaction requirements if on-site soils are used for fill below buildings and pavements.

## Preliminary Fill Placement and Compaction Requirements

Fill in building and pavement areas should be placed and compacted in accordance with the following requirements.

Item	Description
Maximum Fill Lift Thickness	<ul style="list-style-type: none"> <li>■ 9 inches in loose thickness when heavy, self-propelled compaction equipment is used</li> <li>■ 4 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used</li> </ul>
Minimum Compaction Requirements <sup>1, 2</sup>	<ul style="list-style-type: none"> <li>■ 98 percent                             <ul style="list-style-type: none"> <li>• Below foundations designed using a net allowable bearing pressure of 2,000 psf or greater</li> <li>• ≤ 1.5 feet below pavements</li> </ul> </li> <li>■ 95 percent                             <ul style="list-style-type: none"> <li>• Below foundations designed using a net allowable bearing pressure less than 2,000 psf</li> <li>• Below lightly-loaded floor slabs</li> <li>• &gt; 1.5 feet below pavements</li> </ul> </li> </ul>
Moisture Content Range from Optimum <sup>1, 3</sup>	<ul style="list-style-type: none"> <li>■ Low plasticity fine-grained: -2 to +3 percent</li> <li>■ Medium to high plasticity fine-grained : 0 to +4 percent</li> <li>■ Coarse-grained / Granular: -3 to +3 percent</li> </ul>

1. As determined by the standard Proctor test (ASTM D 698).
2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70 percent relative density (ASTM D 4253 and D 4254).
3. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the granular fill bulking during placement and pumping when proofrolled.

## Earthwork and Excavation Considerations

As mentioned previously, relatively shallow groundwater and granular soils were encountered at the site. Due to the presence of drainage ways/swales and granular soils at the site, and the presence of lower strength soils in some areas that could require removal prior to new fill placement, groundwater seepage should be expected during earthwork and excavations. The amount and rate of groundwater seepage encountered may vary substantially. Conventional sump pit and pump systems are anticipated to be sufficient to remove groundwater in areas of clay soils for this project, but more extensive groundwater control systems, such as a series of sump pits and pumps or wells, could be required to control groundwater levels in areas of granular soils.

Pre-draining of the site may be accomplished with a series of ditches, “French-drains”, drain lines and/or ditches in order to lower and control the groundwater level and minimize disturbance of bearing soils. In cut areas of the site and/or where granular soils are present, the use of well points could be considered. Consideration could also be given to placing an interceptor subdrain system upgradient of the site and/or structures, and divert groundwater and surface water around the construction area. To be the most beneficial, ‘pre-draining’ of the site should occur as far in advance of construction as possible. It should be noted that excavations made prior to controlling groundwater in granular soils can cause a ‘quick’ condition, and significantly reduce the support capability of soil and cause excessive settlement and construction delays.

Upon completion of filling and grading and prior to construction of grade-supported slabs and pavements, care should be taken to maintain the subgrade water content. The on-site soils will be highly susceptible to disturbances from construction activity and are moderately to highly susceptible to frost. Care should be taken during excavation and construction of footings to minimize disturbances of the bearing soil. Construction traffic over completed subgrades should be avoided. The site should also be graded to prevent ponding of water on prepared subgrades or in excavations. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted, prior to slab and pavement construction.

## **SHALLOW FOUNDATIONS**

### **Preliminary Spread Footing Foundation Recommendations**

Based on the limited project information and the results of the subsurface exploration, laboratory testing, and our preliminary evaluation, it is our opinion that lightly-loaded foundations could be supported on spread footing foundations at the site. The final recommended net allowable bearing pressures will partially depend on the selection of the building area, design grades, and the structure loads.

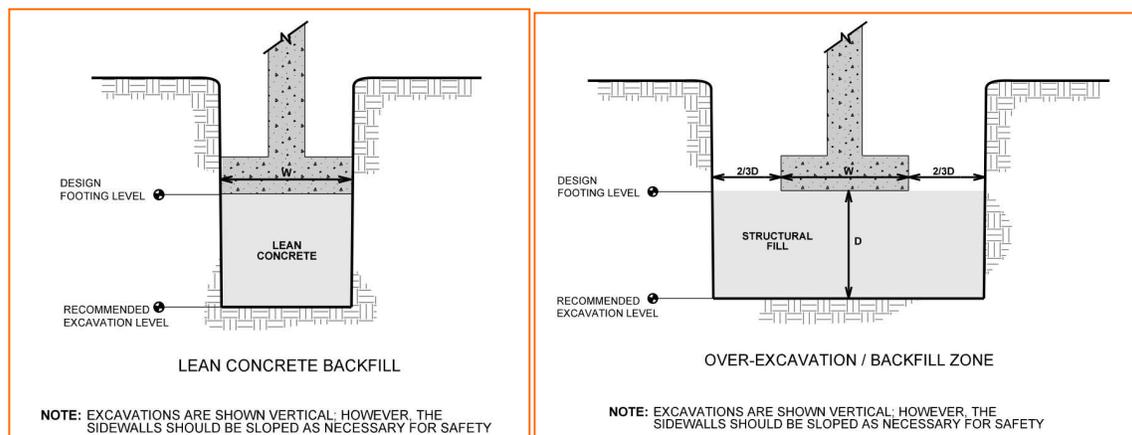
Item	Value
Maximum Net Allowable Bearing Pressure <sup>1</sup>	<ul style="list-style-type: none"> <li>■ Higher elevation areas: 2,000 to 3,000 psf</li> <li>■ Lower elevations areas: 1,200 to 1,500 psf</li> </ul>
Minimum Spread Footing Foundation Widths	<ul style="list-style-type: none"> <li>■ Isolated/Columns: 30 inches</li> <li>■ Strip/Walls: 16 inches</li> </ul>
Minimum Embedment Depth Below Finished Grade <sup>2, 3</sup>	<ul style="list-style-type: none"> <li>■ Footings in unheated areas: 60 inches</li> <li>■ Perimeter footings for heated areas: 42 inches</li> <li>■ Footings in heated areas: 18 inches</li> </ul>

1. Assumes lower strength and unsuitable material, where present, will be removed and replaced with properly compacted fill. The net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. The recommended net allowable bearing pressure typically corresponds to a maximum total settlement of 1 inch. Foundation settlement will depend on variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footings, the thickness of compacted fill, and the quality of earthwork operations and foundation construction.
2. Interior footings should be provided with a minimum embedment depth of 48 inches if the footing will be subjected to freezing temperatures during construction.
3. Finished grade is defined as the lowest adjacent grade within five feet of the foundation for perimeter footings, and the finished floor level surrounding interior footings.

## Foundation Construction Considerations

Due to the presence of granular seams and layers, groundwater seepage into foundation excavations could occur. Groundwater that collects in excavations should be removed as soon as possible. Excavations planned near and/or below groundwater levels will require the use of sump pit(s) and pump(s) to control groundwater levels, as a minimum. If construction occurs during the spring or following periods of heavy or prolonged precipitation, dewatering and/or groundwater removal could be required to facilitate construction.

If unsuitable bearing soil/material is encountered in a foundation excavation, the excavation should be extended deeper to suitable soil and the footing could bear directly on the soil at the lower level or on lean concrete backfill placed in the excavation. The footing could also bear on properly compacted fill extending down to suitable soil. Overexcavation for backfill placement below foundations should extend laterally beyond all edges of the foundations at least 8 inches per foot of overexcavation depth below the 'design footing level'. The overexcavation should then be backfilled up to the 'design footing level' in accordance with final compaction recommendations. The overexcavation and backfill procedures are illustrated in the following figures.



## SEISMIC CONSIDERATIONS

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil properties encountered at the site and as described on the exploration logs and results, it is our opinion that the Seismic Site Classification is D. Subsurface explorations at this site were extended to a maximum depth of 25.5 feet. The site properties below the boring depth to 100 feet were estimated based on our experience and knowledge of geologic conditions of the general area. Additional deeper borings or geophysical testing may be performed to confirm the conditions below the current boring depth.

## GENERAL COMMENTS

Additional subsurface exploration and geotechnical engineering evaluation is recommended in the areas of new improvements, prior to their design and construction. Our preliminary analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

**Preliminary Geotechnical Engineering Report**

Cedar Falls Industrial Park West Expansion ■ Cedar Falls, Iowa

June 20, 2019 ■ Terracon Project No. 13195013

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.



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.

*Jason P. Heinz*      *6/20/19*  
\_\_\_\_\_  
Jason P. Heinz, P.E.      Date

My license renewal date is December 31, 2020.

## ATTACHMENTS

## EXPLORATION AND TESTING PROCEDURES

### Field Exploration

Number of Borings	Boring Depth (feet)	Area
1 to 16	25.5 to 30.5 feet	Industrial Park

**Boring Layout and Elevations:** Terracon personnel selected the boring locations and Snyder & Associates staked the locations in the field and provided the surface elevations at the boring locations to Terracon.

**Subsurface Exploration Procedures:** We advanced the borings with a track-mounted rotary drill rig using continuous flight solid stem augers. Sampling was performed at intervals of about 2.5-foot in the upper 10 feet of each boring and at intervals of about 5 feet thereafter. Samples were obtained using split-barrel and thin-walled tube sampling methods. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge was pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. The boreholes were backfilled with auger cuttings upon completion.

The sampling depths, penetration resistances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and transported to our soil laboratory for testing and classification by a geologist. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

### Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests to aid in evaluation of the engineering properties of the various soil strata for this project. Laboratory testing for this project included moisture content, dry unit weight, and unconfined compressive strength. The laboratory testing program also included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in general accordance with the Unified Soil Classification System.

## **SITE LOCATION AND EXPLORATION PLANS**

### **Contents:**

Site Location Plan

Exploration Plan

Note: All attachments are one page unless noted above.

**SITE LOCATION**

Cedar Falls Industrial Park West Expansion ■ Cedar Falls, Iowa  
June 20, 2019 ■ Terracon Project No. 13195013



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY SNYDER & ASSOCIATES, INC.

**EXPLORATION PLAN**

Cedar Falls Industrial Park West Expansion ■ Cedar Falls, Iowa  
 June 20, 2019 ■ Terracon Project No. 13195013



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY SNYDER & ASSOCIATES, INC.

## EXPLORATION RESULTS

### **Contents:**

Boring Logs (B-1 through B-16)

Note: All attachments are one page unless noted above.

# BORING LOG NO. 1

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.48323° Longitude: -92.4902°  Surface Elev.: 956.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
1.2	<b>TOPSOIL</b>	955										
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with occasional sand seams and layers, brown and gray, soft to medium stiff		▼	X	14	1-1-1 N=2 1500 (HP)				21		
			▼	X	18	2-2-2 N=4 2000 (HP)				18		
					21					14	117	
	<b>SAND (SP-SC)</b> , with clay, trace gravel, fine to coarse grained, brown	947.5										
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with occasional sand seams and layers, brown to gray, very stiff to hard	946		X	17	8-12-13 N=25 9000+ (HP)				18 15		
				X	14	5-12-21 N=33 9000+ (HP)				12		
	<b>SAND (SP-SC)</b> , with gravel, cobbles, boulders, and clay layers, fine to coarse grained, gray, dense boulder at about 15 feet  boulder at about 18 feet	941	▼									
				X	16	27-27-50/5"				9		
				X	18	11-24-26 N=50 9000+ (HP)				14		
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray, hard	934										
				X	18	8-15-18 N=33 9000+ (HP)				13		
	<b>Boring Terminated at 30.5 Feet</b>	925.5										

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

WATER LEVEL OBSERVATIONS
▼ 4' observed while sampling
▼ 16' observed after drilling
▼ 2.5' observed on 5/14/19
☒ Cave-in at 17' on 5/14/19

3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019	Boring Completed: 05-13-2019
Drill Rig: # 589	Driller: MT
Project No.: 13195013	

# BORING LOG NO. 2

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.48286° Longitude: -92.4859°  Surface Elev.: 956.5 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
1.2	955.5											
1.2	<b>TOPSOIL</b>											
1.2	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand seams, brown and gray, medium stiff to stiff		5	X	16	1-1-2 N=3 2000 (HP)					21	
			5	▽	9			UC	3016	14.7	20	113
				X	18	3-5-7 N=12	5500 (HP)				17	
				X	18	3-5-7 N=12	5500 (HP)				17	
12.0	944.5											
12.0	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand seams, gray, very stiff			X	18	4-7-9 N=16 9000+ (HP)					12	
19.0	937.5											
19.0	<b>SILTY SAND (SM)</b> , fine grained, gray, very dense			X	18	16-28-34 N=62					16	
23.0	933.5											
23.0	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand seams, gray, hard		25	X	18	5-11-15 N=26 9000+ (HP)					12	
30.5	926			X	18	7-14-19 N=33 9000+ (HP)					10	
<b>Boring Terminated at 30.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- ▽ 5' observed while sampling
- ▽ 23' observed after drilling
- ▽ 9' observed on 5/14/19
- ☒ Cave-in at 17.5' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 589

Driller: MT

Project No.: 13195013

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ MODEL LAYER.GPJ 6/17/19

# BORING LOG NO. 3

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.48103° Longitude: -92.4903°  Surface Elev.: 967.0 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
0.6	966.5	0.6	▽									
4.0	963	4.0	▽	X	10	0-1-2 N=3 1000 (HP)	<500				22	
8.0	959	8.0		X	16	3-4-7 N=11					15	
10.0	957	10.0		X	16	3-6-7 N=13 9000+ (HP)	6500 (HP)				27 17	
15.0		15.0		X	18	8-12-14 N=26 9000+ (HP)					11	
20.0		20.0		X	18	6-10-14 N=24 9000+ (HP)					10	
25.0		25.0		X	14	10-20-26 N=46 9000+ (HP)					12	
30.5	936.5	30.5		X	18	12-13-14 N=27 9000+ (HP)					13	
<b>Boring Terminated at 30.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- ▽ 4' observed while sampling
- ▽ 1' observed on 5/14/19

☒ Cave-in at 3.5' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 589

Driller: MT

Project No.: 13195013

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ MODELLAYER.GPJ 6/17/19

# BORING LOG NO. 4

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ. 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.48111° Longitude: -92.4865°  Surface Elev.: 960.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>	2.0										
	<b>LEAN CLAY (CL)</b> , trace sand, with sand seams, brown/gray, medium stiff	2.0 - 6.5	▼	X	12	2-3-3 N=6	2000 (HP)				23 26	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with occasional sand seams, gray, stiff	6.5 - 9.0		X	10	1-1-2 N=3					23	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with occasional sand seams, gray, stiff	9.0 - 17.0		■	17			UC	2485	15	18	115
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with occasional sand seams, gray, very stiff to hard	17.0 - 25.5		X	16	3-5-6 N=11 9000 (HP)					12	
				X	18	6-8-10 N=18 9000+ (HP)					10	
				X	18	5-8-11 N=19 9000+ (HP)					11	
			▼	X	18	6-12-15 N=27 9000+ (HP)					10	
<b>Boring Terminated at 25.5 Feet</b>		25.5										

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

WATER LEVEL OBSERVATIONS
▼ 4' observed while sampling
▼ 24' observed after drilling
▼ 3.5' observed on 5/14/19
■ Cave-in at 17' on 5/14/19

3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019	Boring Completed: 05-13-2019
Drill Rig: # 589	Driller: MT
Project No.: 13195013	

# BORING LOG NO. 5

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47886° Longitude: -92.4904°  Surface Elev.: 977.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>	1.3										
	<b>LEAN CLAY (CL)</b> , trace sand, dark brown and brown, medium stiff	4.0	▼	X	8	1-2-2 N=4 2000 (HP)					24	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray and brown, medium stiff	5.0	▼	■	17		1500 (HP)	UC	1646	15	16	114
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, very stiff	9.0		X	18	1-2-3 N=5	2000 (HP)				17	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, very stiff	12.0		■	19			UC	4339	15	14	122
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams and occasional silt layers, brown and gray, very stiff to hard	15.0		X	18	5-11-9 N=20 9000+ (HP)					18	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray, hard	21.0		X	18	5-8-9 N=17 9000+ (HP)					14	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray, hard	25.0	▼	X	18	10-16-18 N=34 9000+ (HP)					10	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray, hard	30.5		X	18	7-15-22 N=37 9000+ (HP)					11	
<b>Boring Terminated at 30.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- 6' observed while drilling
- 25.5' observed after drilling
- 3' observed on 5/14/19
- Cave-in at 17' on 5/14/19

**Terracon**  
3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 589

Driller: MT

Project No.: 13195013

# BORING LOG NO. 6

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47974° Longitude: -92.4865°  Surface Elev.: 969.5 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			
	<b>TOPSOIL</b>	1.3	968										
	<b>LEAN CLAY (CL)</b> , trace sand, brown and dark brown, soft to medium stiff	4.0	965.5	▼	X	8	1-2-1 N=3 1500 (HP)				24		
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray and brown, stiff	7.5	962	▼	■	17		3500 (HP)	UC	3592	13.7	16	118
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with occasional sand seams, brown and gray, stiff to very stiff	12.0	957.5		X	18	6-5-4 N=9	2500 (HP)				13	19
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray, very stiff to hard	15.0			X	18	2-4-6 N=10	6000 (HP)				16	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray, very stiff to hard	18.0			X	18	4-8-10 N=18 9000+ (HP)	7500 (HP)				13	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray, very stiff to hard	20.0			X	18	5-9-13 N=22 9000+ (HP)					10	
	<b>CLAYEY SAND (SC)</b> , trace gravel, with clay layers, fine to coarse grained, gray brown, very dense	23.0	946.5	▼	X	16	13-24-36 N=60					15	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray, hard	26.0	943.5		X	18	9-14-21 N=35 9000+ (HP)					11	
	<b>Boring Terminated at 30.5 Feet</b>	30.5	939		X	18	9-14-21 N=35 9000+ (HP)					11	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

WATER LEVEL OBSERVATIONS
▼ 6.5' observed while sampling
▼ 24' observed after drilling
▼ 3' observed on 5/14/19
■ Cave-in at 14' on 5/14/19

3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019	Boring Completed: 05-13-2019
Drill Rig: # 589	Driller: MT
Project No.: 13195013	

# BORING LOG NO. 7

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47695° Longitude: -92.4938°  Surface Elev.: 974.5 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
1.2	973.5	1.2	▼	X	10	1-1-2 N=3	1000 (HP)				25 21	
4.0	970.5	4.0	▼	X	17		1500 (HP)	UC	1780	15	18	117
12.0	962.5	12.0	▼	X	16	4-5-5 N=10	1500 (HP)				16	
20.5	954	20.5	▼	X	17	3-3-5 N=8					19	
25.5	949	25.5	▼	X	18	4-6-9 N=15 9000+ (HP)					19	
25.5	949	25.5	▼	X	18	6-10-16 N=26 9000+ (HP)					17	
25.5	949	25.5	▼	X	18	7-10-14 N=24 9000+ (HP)					13	
<b>Boring Terminated at 25.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

Notes:

WATER LEVEL OBSERVATIONS	
▼	5.5' observed while sampling
▼	9' observed while sampling
▼	2' observed on 5/14/19
☒	Cave-in at 13.5' on 5/14/19

3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019	Boring Completed: 05-13-2019
Drill Rig: # 589	Driller: MT
Project No.: 13195013	

# BORING LOG NO. 8

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47652° Longitude: -92.4907°  Surface Elev.: 995.5 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
0.7	995	0.7										
4.0	991.5	4.0	▼	X	8	0-1-1 N=2	1500 (HP)				21 24	
6.5	989	6.5		■	9		3000 (HP)	UC	2989	15	26	99
10		10		X	18	1-3-4 N=7 4000 (HP)					24	
15		15	▼	■	11	3500 (HP)		UC	3958	15	22	104
20		20	▼	■	21			UC	2305	15	20	108
25	970	25	▼	X	17	4-3-6 N=9 3000 (HP)					16 15	
25.5	970	25.5		X	18	3-3-6 N=9 4000 (HP)					15	
<b>Boring Terminated at 25.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- ▼ 14' observed while drilling
- ▼ 20' observed after drilling
- ▼ 2' observed on 5/14/19
- Cave-in at 13' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ 6/17/19

# BORING LOG NO. 9

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47583° Longitude: -92.4884°  Surface Elev.: 991.5 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
0.5	991.5	0.5										
<b>TOPSOIL</b>												
	991.5											
	987.5	4.0			14	0-1-2 N=3	1000 (HP)				16 15	
	985.5	6.0			13	2-2-3 N=5 2500 (HP)					28 20	
	983.5	8.0			18	2-3-5 N=8 4000 (HP)					28	
	977.5	14.0	▽		15			UC	1680	3.5	19	113
	977.5	15.0			18	3-5-5 N=10 3500 (HP)					14	
	966	25.5			18	3-4-5 N=9 4500 (HP)					16	
	966	25.5			18	3-5-8 N=13 4500 (HP)					14	
<b>Boring Terminated at 25.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

▽ 14' observed while sampling  
None observed on 5/14/19

Wet cave-in at 3.5' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ 6/17/19

# BORING LOG NO. 10

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL - 13195013 CEDAR FALLS INDUS.GPJ, MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47752° Longitude: -92.4865°  Surface Elev.: 975.5 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>	1.3										
	<b>LEAN CLAY (CL)</b> , trace sand, brown and dark brown, medium stiff	4.0	▼	X	14	1-3-3 N=6 2000 (HP)				31		
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand seams, brown, medium stiff to stiff	5.0	▼	■	13			UC	1206	15	18	114
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, brown, very stiff	9.0	▼	X	18	1-2-3 N=5	2000 (HP)			17		
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, brown, very stiff	17.0		X	18	2-4-7 N=11 9000+ (HP)				15		
	<b>SAND (SP-SC)</b> , with clay layers, fine to medium grained, brown, medium dense	20.0		X	18	6-9-9 N=18 9000+ (HP)				21	17	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown and gray, very stiff to hard	25.0		X	18	11-14-21 N=35 9000+ (HP)				12		
	<b>Boring Terminated at 30.5 Feet</b>	30.5		X	18	10-14-22 N=36 9000+ (HP)				12		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

WATER LEVEL OBSERVATIONS
▼ 7' observed while sampling
▼ 6.5' observed after drilling
▼ 2' observed on 5/14/19
■ Cave-in at 13' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 589

Driller: MT

Project No.: 13195013

# BORING LOG NO. 11

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4758° Longitude: -92.4865°  Surface Elev.: 973.0 (Ft.) ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>											
	<b>LEAN CLAY (CL)</b> , with sand, gray and brown, soft	3.0 970	▼	X	7	1-1-2 N=3				25		
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand seams, gray and brown, stiff	6.5 966.5	▼	X	15	1-2-1 N=3 500 (HP)				20		
	<b>SAND (SP-SC)</b> , with clay, fine to medium grained, brown	11.0 962	▼	X	9		UC	3054	14.5	16	119	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand layers, gray and brown, stiff to very stiff	14.5 958.5		X	12	0-3-6 N=9 5500 (HP)				24	16	
	<b>SILT (ML)</b> , brown, very stiff	16.0 957		X	11		5000 (HP)			17	116	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, hard	22.0 951		X	15	10-13-14 N=27 3500 (HP)				24		
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, hard	25.5 947.5		X	18	8-13-19 N=32 9000+ (HP)				11		
<b>Boring Terminated at 25.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- 5' observed while sampling
- 10.5' observed after drilling
- 3.5' observed on 5/14/19
- Cave-in at 8' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

# BORING LOG NO. 12

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47582° Longitude: -92.4854°  Surface Elev.: 968.5 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>		▼									
	<b>LEAN CLAY (CL)</b> , trace sand, brown gray, medium stiff to stiff	3.0 965.5		X	3	1-2-2 N=4					38	
	<b>SANDY LEAN TO FAT CLAY (CL/CH)</b> , trace gravel, gray and brown, medium stiff to stiff	6.5 962		X	4	2-3-4 N=7	2000 (HP)				20	
			■		10			UC	1730	15	22	104
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, very stiff	11.0 957.5	▼	X	18	3-4-4 N=8	4500 (HP)				20	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, very stiff	16.0 952.5	▼	X	18	5-8-10 N=18 9000+ (HP)					12	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown and gray, very stiff to hard			X	13	6-8-11 N=19 9000+ (HP)					10	
				X	18	8-12-16 N=28 9000+ (HP)					12	
				X	18	10-20-26 N=46 9000+ (HP)					12	
	<b>Boring Terminated at 30.5 Feet</b>	30.5 938		X	18							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

-  10.5' observed while sampling
-  16' observed after drilling
-  1' observed on 5/14/19
-  Cave-in at 9' on 5/14/19



Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

# BORING LOG NO. 13

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ, MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47529° Longitude: -92.4924°  Surface Elev.: 983.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
1.0	982											
4.0	979		▼	X	10	1-2-2 N=4 1000 (HP)				31		
9.0	974	5	▼	■	16	1000 (HP)		UC	983	15	21	108
18.0	965	10	▼	■	9	0-1-1 N=2 1000 (HP)					22	
21.0	962	15	▼	■	18	2-5-8 N=13 6000 (HP)					15	
30.5	952.5	20	▼	■	14	9-8-7 N=15 9000+ (HP)					20	
30.5	952.5	25	▼	■	18	4-7-10 N=17 9000+ (HP)					19	
30.5	952.5	30	▼	■	17	6-10-13 N=23 9000+ (HP)					13	
<b>Boring Terminated at 30.5 Feet</b>												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- ▼ 6' observed while drilling
- ▼ 11.5' observed after drilling
- ▼ 3.5' observed on 5/14/19
- Cave-in at 17.5' on 5/14/19

**Terracon**  
3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

# BORING LOG NO. 14

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL - 13195013 CEDAR FALLS INDUS.GPJ MODELLAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47473° Longitude: -92.4911°  Surface Elev.: 986.5 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>	1.5										
	<b>LEAN CLAY (CL)</b> , trace sand, dark brown and brown, medium stiff	2.3			12	1-2-3 N=5	2500 (HP)				29	
	<b>SANDY LEAN CLAY (CL)</b> , gray and brown, medium stiff to stiff				18	2-4-5 N=9					21	
		6.5				3500 (HP)						
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, medium stiff	9.0			7	2000 (HP)		UC	1955	15	20	107
	<b>SILT (ML)</b> , brown, soft to medium stiff	14.0			18	0-1-1 N=2					30	
		19.0				500 (HP)						
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light gray, stiff	19.0			18	2-3-4 N=7					17	
		25.5				3000 (HP)						
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand seams, gray and brown, very stiff to hard	25.5			18	3-6-8 N=14					16	
						9000 (HP)						
	<b>Boring Terminated at 25.5 Feet</b>				13	6-8-11 N=19					15	
						9000+ (HP)						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.  
Elevations were provided by others.

WATER LEVEL OBSERVATIONS	
	9' observed while sampling
	20' observed after drilling
	3.5' observed on 5/14/19
	Cave-in at 18.5' on 5/14/19



Boring Started: 05-13-2019	Boring Completed: 05-13-2019
Drill Rig: # 546	Driller: WE
Project No.: 13195013	

# BORING LOG NO. 15

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47504° Longitude: -92.4896°  Surface Elev.: 1002.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>	1.7										
	<b>LEAN CLAY (CL)</b> , trace sand, brown and dark brown, medium stiff to stiff	1000.5	▼	X	11	1-2-3 N=5 1000 (HP)					27	
	<b>CLAYEY SILT (ML)</b> , gray brown, medium stiff to stiff	988		X	6		3000 (HP)	UC	2935	15	17	115
	<b>SANDY FAT CLAY (CH)</b> , gray and brown, stiff	985		X	18	2-3-4 N=7 3000 (HP)					16	
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand layers, gray brown, very stiff	978	▼	X	18		3000 (HP)	UC	2851	14.4	17	115
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown, very stiff	974		X	15			UC	1731	15	31	95
	<b>SANDY FAT CLAY (CH)</b> , gray and brown, stiff	985		X	18	2-4-6 N=10	6500 (HP) 7000 (HP)				25 23	
	<b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with sand layers, gray brown, very stiff	978		X	13	4-4-7 N=11 5000 (HP)					19	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown, very stiff	974		X	18	4-6-8 N=14 7000 (HP)					16	
	<b>Boring Terminated at 30.5 Feet</b>	971.5		X	18	4-6-8 N=14 7000 (HP)					16	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- 14' observed while drilling
- 9.5' observed after drilling
- 3.5' observed on 5/14/19
- Cave-in at 21.5' on 5/14/19

3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ MODEL LAYER.GPJ 6/17/19

# BORING LOG NO. 16

Item 22.

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4745° Longitude: -92.4865°  Surface Elev.: 983.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>											
	1.9 981 <b>LEAN CLAY (CL)</b> , trace sand, brown, medium stiff to soft		▼	X	7	2-3-3 N=6 3000 (HP)					22	
	6.0 977 <b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown to gray brown, medium stiff to stiff			X	18	2-1-2 N=3 <500	500 (HP)				22	
	17.0 966 <b>SILT (ML)</b> , brown, very stiff			█	15			UC	1894	13.1	21	111
	20.0 963 <b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with silt layers and sand seams, gray and brown, very stiff to hard			█	18		2000 (HP)	UC	1804	11.6	18	116
	30.5 952.5 <b>Boring Terminated at 30.5 Feet</b>			█	21			UC	3668	15	15	115
	20.0 963 <b>SANDY LEAN CLAY (CL/SC)</b> , trace gravel, with silt layers and sand seams, gray and brown, very stiff to hard			X	17	16-20-15 N=35	9000+ (HP)				21	15
	25.0 958.5 <b>SILT (ML)</b> , brown, very stiff			X	18	5-7-10 N=17	6000 (HP)				26	
	30.5 952.5 <b>Boring Terminated at 30.5 Feet</b>			X	17	7-11-14 N=25	9000+ (HP)				13	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**

- 13' observed while drilling
- 12.5' observed after drilling
- 3.5' observed on 5/14/19
- Cave-in at 20' on 5/14/19

3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019

Boring Completed: 05-13-2019

Drill Rig: # 546

Driller: WE

Project No.: 13195013

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13195013 CEDAR FALLS INDUS.GPJ. MODEL LAYER.GPJ 6/17/19

## **SUPPORTING INFORMATION**

### **Contents:**

General Notes

Unified Soil Classification System

Note: All attachments are one page unless noted above.

# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Cedar Falls Industrial Park West Expansion ■ Cedar Falls, IA

June 20, 2019 ■ Terracon Project No. 13195013

SAMPLING	WATER LEVEL	FIELD TESTS
 Shelby Tube  Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	<b>N</b> Standard Penetration Test Resistance (Blows/Ft.) <b>(HP)</b> Hand Penetrometer <b>(T)</b> Torvane <b>(DCP)</b> Dynamic Cone Penetrometer <b>UC</b> Unconfined Compressive Strength <b>(PID)</b> Photo-ionization Detector <b>(OVA)</b> Organic Vapor Analyzer

### DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

### LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

### STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS <small>(More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance</small>		CONSISTENCY OF FINE-GRAINED SOILS <small>(50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance</small>		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 500	0 - 1
Loose	4 - 9	Soft	500 to 1,000	2 - 4
Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
		Hard	> 8,000	> 30

RELATIVE PROPORTIONS OF SAND AND GRAVEL		RELATIVE PROPORTIONS OF FINES	
Descriptive Term(s) of other constituents	Percent of Dry Weight	Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	<15	Trace	<5
With	15-29	With	5-12
Modifier	>30	Modifier	>12

GRAIN SIZE TERMINOLOGY		PLASTICITY DESCRIPTION	
Major Component of Sample	Particle Size	Term	Plasticity Index
Boulders	Over 12 in. (300 mm)	Non-plastic	0
Cobbles	12 in. to 3 in. (300mm to 75mm)	Low	1 - 10
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)	Medium	11 - 30
Sand	#4 to #200 sieve (4.75mm to 0.075mm)	High	> 30
Silt or Clay	Passing #200 sieve (0.075mm)		

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
<b>Coarse-Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>	
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>	
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>	
			Fines classify as CL or CH	GC	Clayey gravel <sup>F, G, H</sup>	
	<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>	
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>	
		<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>	
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>	
<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b>	$PI > 7$ and plots on or above "A" line	CL	Lean clay <sup>K, L, M</sup>	
			$PI < 4$ or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>	
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OL	Organic clay <sup>K, L, M, N</sup>
			Liquid limit - not dried			Organic silt <sup>K, L, M, O</sup>
	<b>Silts and Clays:</b> Liquid limit 50 or more	<b>Inorganic:</b>	$PI$ plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>	
			$PI$ plots below "A" line	MH	Elastic Silt <sup>K, L, M</sup>	
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>K, L, M, P</sup>
			Liquid limit - not dried			Organic silt <sup>K, L, M, Q</sup>
<b>Highly organic soils:</b>	Primarily organic matter, dark in color, and organic odor			PT	Peat	

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve.

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains <sup>3</sup> 15% sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains <sup>3</sup> 15% gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains <sup>3</sup> 30% plus No. 200 predominantly sand, add "sandy" to group name.

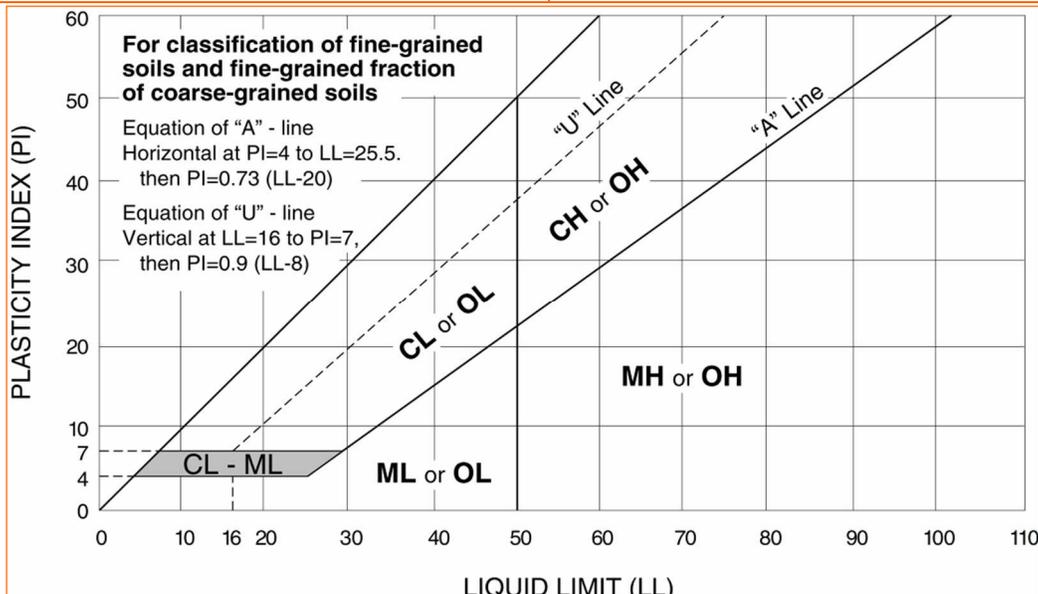
<sup>M</sup> If soil contains <sup>3</sup> 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup>  $PI < 4$  or plots below "A" line.

<sup>P</sup>  $PI$  plots on or above "A" line.

<sup>Q</sup>  $PI$  plots below "A" line.





# Preliminary Geotechnical Engineering Report

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**Kubica Site Development**

**Cedar Falls, Iowa**

November 22, 2021

Terracon Project No. 13195013.02

**Prepared for:**

Snyder & Associates, Inc.

Ankeny, Iowa

**Prepared by:**

Terracon Consultants, Inc.

Cedar Falls, Iowa



November 22, 2021



Snyder & Associates, Inc.  
5005 Bowling Street SW, Suite A  
Ankeny, Iowa 50023

Attn: Mr. Eric Cannon, P.E.  
P: (515) 964 2020  
E: ecannon@snyder-associates.com

Re: Preliminary Geotechnical Engineering Report  
Kubica Site Development  
Union Road  
Cedar Falls, Iowa  
Terracon Project No. 13195013.02

Dear Mr. Cannon:

Terracon has performed the Supplemental Preliminary Geotechnical Engineering services for the above referenced project. Our services were performed in general accordance with Terracon Supplemental Proposal No. P13215082 dated October 15, 2021. Boring 5 from the original Terracon Preliminary Report No. 13195013 was used in our analysis for this project. This report presents the findings of the subsurface exploration and provides preliminary geotechnical recommendations concerning earthwork and the design and construction of foundations and floor slabs for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

**Terracon Consultants, Inc.**

Gregory M. Decker, E.I.  
Staff Engineer

Jason P. Heinz, P.E.  
Department Manager  
Geotechnical Services



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.

 November 22, 2021  
Jason Patrick Heinz, P.E. Date

My license renewal date is December 31, 2022.

# REPORT TOPICS

- INTRODUCTION..... 1**
- SITE CONDITIONS..... 2**
- PROJECT DESCRIPTION..... 2**
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- EARTHWORK..... 6**
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- SEISMIC CONSIDERATIONS..... 16**
- FLOOR SLABS..... 16**
- FROST CONSIDERATIONS..... 19**
- GENERAL COMMENTS..... 19**

**Note:** This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at [client.terracon.com](http://client.terracon.com).

# ATTACHMENTS

- EXPLORATION AND TESTING PROCEDURES**
- SITE LOCATION AND EXPLORATION PLANS**
- EXPLORATION RESULTS**
- SUPPORTING INFORMATION**

**Note:** Refer to each individual Attachment for a listing of contents.

# Preliminary Geotechnical Engineering Report

## Kubica Site Development

### Union Road

### Cedar Falls, Iowa

Terracon Project No. 13195013.02

November 22, 2021

## INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for a building planned to be located in the Cedar Falls Industrial Park expansion east of Union Road in Cedar Falls, Iowa. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Site preparation and earthwork
- Frost considerations
- Foundation design and construction
- Floor slab design and construction
- Subsurface drainage for floor slabs
- Seismic site classification per IBC

The geotechnical engineering Scope of Services for this project included the advancement of eleven (11) test borings to depths ranging from approximately 15.5 to 25.5 feet below existing site grades. Boring 5 from the original preliminary report for the industrial park expansion was performed to a depth of about 30.5 feet below the existing grade. Maps showing the site and boring locations are attached in **Site Location and Exploration Plans**. The results of laboratory testing performed on portions of recovered samples obtained during our subsurface exploration are included on the boring logs and on separate graphs in the attached **Exploration Results**.

The **Earthwork** section provides recommendations for use in preparation of specifications for preparatory site work. The earthwork recommendations include critical quality criteria necessary to render the site in the state considered in our geotechnical engineering evaluation for structure foundations, floor slabs, pavements, and slopes. The **Earthwork** section also provides comments and considerations for excavations, groundwater control, and settlement monitoring after the completion of mass grading. The **Shallow Foundations** section addresses support of the building on spread footing foundations. The **Floor Slabs** section addresses the general design and construction of the building floor slabs. The **General Comments** section provides comments regarding the limitations of this report.

## SITE CONDITIONS

Item	Description
Site Location	The project is located east of Union Road in the planned industrial park expansion in Cedar Falls, Iowa. See <b>Site Location</b>
Existing Improvements	None known
Current Ground Cover	Various vegetation
Existing Topography	Based on the topographic site plan provided by Snyder & Associates, contour elevations range from about 990 feet in the southern portion of the subject site to about 960 feet in the northwest corner of the site.

## PROJECT DESCRIPTION

Item	Description
General Project Description	<p>A pre-engineered metal building with a slab-on-grade and a plan area of about 600,000 square feet is planned. The building is planned to be constructed in several phases.</p> <p>Grading is planned to occur in two phases. The first phase will include mass grading for the west business park expansion. A second phase of grading will then be performed for the subject site.</p>
Finished Floor Elevation	984 feet
Assumed Maximum Loads	<ul style="list-style-type: none"> <li>■ Columns: 200 kips</li> <li>■ Walls: 4 kips per linear foot (klf)</li> <li>■ Slabs: 150 pounds per square foot (psf)</li> </ul>
Maximum Site Grading	<ul style="list-style-type: none"> <li>■ Cut: 4 feet</li> <li>■ Fill: 21 feet</li> </ul>
Pavements	Paved drives and parking areas will also be constructed for the facility. Recommendations for pavement thickness design are beyond the scope of this report.

## GEOTECHNICAL CHARACTERIZATION

### Subsurface Profile

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data and our understanding of the geologic setting. The geotechnical characterization forms the basis of our geotechnical calculations and evaluation of site preparation and recommendations for foundations. As noted in the **General Comments** section, the characterization is based on exploration points across the site, and variations may be encountered between and/or beyond the boring locations.

Conditions encountered at each boring location are indicated on the individual boring logs in the attached **Exploration Results** and the maps showing the site and boring locations are attached in **Site Location and Exploration Plans**. Stratification boundaries on the boring logs represent the approximate location of changes in material types; in situ, the transition between materials may be gradual or abrupt horizontally and vertically. The depths in the following table are approximate and are in reference to the grades existing at the time of our exploration.

The following table provides a summary of the subsurface conditions encountered in the borings.

General Subsurface Profile			
Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description	Consistency / Relative Density
Surface	2 to 4	Topsoil	N/A
	4.5 (Boring 18)	Fill; Sandy Lean Clay, trace gravel and organics	
1	9 to 12	Lean Clay, trace sand / Sandy Lean Clay, trace gravel, with sand and silt seams and layers	Medium Stiff to Stiff
2	3 to 4 (Bottom of Borings)	Sandy Lean Clay, trace gravel, with sand and silt seams and layers	Very Stiff to Hard

1. Clayey Sand and Silty Sand layers encountered above and within Stratum 2 in Borings 21, 23, and 25

## Groundwater Observations

The boreholes were observed while drilling and after completion for the presence and level of groundwater. Delayed groundwater levels were also obtained after completion of drilling. Groundwater level observations are included on the boring logs in the attached **Exploration Results** and are summarized in the following table.

Boring No.	Approximate Depth to Groundwater While Drilling/ Sampling (feet)	Approximate Groundwater Elevation While Drilling/Sampling (feet)	Approximate Depth to Groundwater After Drilling (feet)	Approximate Groundwater Elevation After Drilling (feet)
5 <sup>1</sup>	6	971	3	974
17	4	958	3	959
18	None Observed	---	None Observed	---
19	9	961	5	965
20	None Observed	---	None Observed	---
21	14	956	4	966
22	None Observed	---	14.5 <sup>2</sup>	961.5
23	11	963	3	971
24	None Observed	---	None Observed	---
25	17	964	7	974
26	None Observed	---	None Observed	---
27	None Observed	---	None Observed	---

1. Boring 5 was performed on May 13, 2019 for the original report.
2. Observed immediately after drilling.

The preceding groundwater depths provide an approximate indication of the groundwater conditions at the times the observations were performed. Due to the relatively low ‘permeability’ of the soils encountered, a relatively long period is necessary for a groundwater level to develop and stabilize in a borehole. Long-term observations in piezometers or groundwater observation wells sealed from the influence of surface water would be required to provide a better evaluation of groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. Perched (trapped) water can also develop within more ‘permeable’ soils/materials overlying and/or within lower

'permeability' soil. Therefore, groundwater levels during construction or at other times during the life of the development may be higher or lower than the levels indicated on the boring logs. Groundwater level fluctuations should be considered when developing the design and construction plans for the project.

## **GEOTECHNICAL OVERVIEW**

Relatively thick topsoil was encountered in the borings to depths ranging from about 2 to 4 feet below existing grades. Existing fill was also encountered in Boring 18 to a depth of about 4.5 feet below the existing grade. The presence of existing fill and relatively thick topsoil will affect site grading. The thickness of stripping will be greater than normal and there will be a greater than normal volume of material that is not suitable for use as fill below the building and pavements.

Groundwater was encountered in sand seams and layers at the site. Removal of groundwater from excavations and lowering and controlling groundwater levels should be expected to be required to reach final grades and to facilitate earthwork and foundation construction. Consideration should be given to excavating ditches and/or installation of subsurface drains prior to beginning earthwork in lower site areas and cut areas of the site in order to pre-drain the site and to facilitate earthwork. Perimeter drains and floor slab subdrains are recommended in Phase 3 portion of the building due to the depths which the building floor is planned below natural grades. Permanent subdrains are also recommended below pavements.

Lower strength soils were encountered in some of the borings immediately below the surficial topsoil. Corrective earthwork including undercutting of lower strength soils and subgrade improvement is anticipated to be required to establish suitable support conditions for fill placement, foundations, floor slabs, and pavements. The lower strength soils generally exhibited higher water contents and are expected to consist of sandy lean clay with water-bearing sand and silt seams and layers. The presence of lower strength soils will affect earthwork operations and foundation, floor slab, and pavement construction. Refer to **Removal of Lower Strength Soils** in the **Earthwork** section for a summary of expected undercuts in structure and pavement areas.

The project grading plan indicates site grades will be raised as much as 21 feet in the northern area of the building. The placement of new fill will increase effective stresses on the underlying soils, and the lower strength soils will subsequently deform and consolidate. The amount of settlement and the time required for the majority of settlement to occur will vary in part due to variations in fill height and variations in the subsurface conditions. In order to reduce the potential for excessive settlement resulting from the placement of new fill, which would be in addition to the estimated settlement from structure loads, new fill should be placed well in advance of new construction to reduce post-construction settlement.

Settlement monitoring should be performed in areas with new fill thicknesses greater than 5 feet to determine when settlement has sufficiently occurred and further construction may proceed. Refer to **Settlement Monitoring** in the **Earthwork** section for additional recommendations and comments.

## **EARTHWORK**

### **Stripping**

Site preparation should commence with the removal of any existing fill and stripping all vegetation, partly organic soils, root systems, and any soft, frozen, or otherwise unsuitable materials from the site surface. Based on the conditions encountered in the borings, about 2 to 4 feet of topsoil is anticipated at the site surface. Organic contents of the topsoil samples collected ranged from about 4.4 to 10.0 percent. It is important to note that different thicknesses of topsoil could be encountered in low areas or along former and existing draws and swales. Plowing of the soils for agricultural purposes and erosion could have also created variable topsoil thicknesses in some areas. The actual depths of removal of unsuitable materials should be evaluated by Terracon personnel during construction. Organic materials should be removed from the site or stockpiled for reuse in landscaped areas. Care should be taken so the underlying materials area not excessively disturbed during construction.

### **Undercutting of Lower Strength Soil and Removal of Existing Fill**

Existing fill was encountered in Boring 18 to a depth of about 4.5 feet below the existing grade. Based on our review of historical aerial photography, it appears that the agricultural field previously had terraces in the northeast area of the project site. Any existing fill encountered should be removed and replaced with properly compacted fill.

Based on the project information and the results of the exploration, laboratory testing and our evaluation, we anticipate that undercutting of lower strength soils during the initial grading and will be required in some areas. Particular attention should be given to the medium stiff soils in the drainage area in the Phase 1 area of the building during earthwork operations. Refer to the **Foundation Construction Considerations** subsection of the **Shallow Foundations** section for oversizing requirements below foundations.

The following table summarizes the corrective earthwork anticipated to be required in the building area.

Boring	Surface Elevation (feet)	Approximate Stripping Depth (feet)	Anticipated Depth of Undercut <sup>1</sup> (feet)	Anticipated Undercut Elevation (feet)
5	977	1.3	2.7	973
17	962	3	3	956
18	974	2	3	969
19	970	3	0	967
20	971	2.5	0	968.5
21	970	4	2	964
22	976	2	4	970
23	974	2.5	1	970.5
24	983	2	3	978
25	981	2	1	978
26	981	2	0	979
27	985	2.5	0	982.5

1. The undercut depths are approximate and are in reference to the grades existing at the time of the subsurface exploration.

### Subgrade Evaluation and Preparation

Any lower density existing fill, partly organic soils, low strength soils, or otherwise unsuitable materials, should be removed prior to fill placement. Following the removal of any lower density existing fill and prior to the placement of fill, subgrades should be evaluated by Terracon personnel. Subgrade evaluations prior to fill placement and foundation, floor slab, and pavement placements should include the following, where applicable:

- Observation and visual classifications of subgrade and subbase materials
- Probing and sampling for laboratory testing including:
  - water content
  - organic content
  - plastic and liquid (i.e. Atterberg) limits
  - laboratory compaction characteristics of soils (i.e. ‘proctors’)
  - In-place moisture and density testing
- Strength and/or cone penetration testing
- Observing proofrolls

Prior to the placement of new fill in areas below design grade, consideration should be given to scarifying, moisture conditioning, and compacting the subgrade to the density and moisture content ranges recommended in this report. This method of subgrade preparation should be considered in building areas where generally stable soils/materials are present, but the density, moisture condition, and uniformity of the material would be improved. The success of scarifying, moisture conditioning, and compacting subgrades would depend primarily upon favorable weather and sufficient time to scarify and moisture condition materials. Even with adequate time and favorable weather, stable subgrades may not be achieved if the thickness of the unstable material is greater than about 1 foot. Alternatively, unstable, low density, or unsuitable materials could be removed and replaced with granular fill (with or without geosynthetics). Soils/materials with relatively high moisture contents, particularly in lower site areas, should be expected to rut and/or pump under construction equipment loadings. Subgrade improvement should be anticipated to be required to establish suitable support conditions if low density, existing fill is encountered.

The appropriate method of subgrade improvement would be dependent on factors such as schedule, weather, the size of area to be improved, and the nature of the instability. A Terracon representative should observe subgrade preparation and could assist in developing appropriate subgrade improvement procedures based on the conditions encountered during construction. Maintaining drained conditions and performing grading during warm seasons and dry periods could help reduce the amount of subgrade improvement required.

Where practical in building and pavement areas, clay and crushed stone subgrades should also be proof-rolled with a loaded, tandem-axle dump truck and granular subgrades proof-rolled with a heavy, smooth drum roller. These processes will help to delineate soft, very loose, low density, or disturbed areas prior to the placement of fill. If unsuitable areas are observed, subgrade improvement will be necessary. Proof-rolling should not be performed on obviously wet or soft/very loose subgrades.

## Fill Material Types

Fill below foundations, floor slabs, and pavements should meet the material property requirements in the following table. Additional material recommendations are provided in the **Floor Slabs** and **Pavements** sections.

Fill Type <sup>1</sup>	USCS Classification	Acceptable Areas for Placement
Imported, Low plasticity, Fine-grained Material	CL, CL/SC	<ul style="list-style-type: none"> <li>■ Below foundations</li> <li>■ Below the granular base for floor slabs</li> <li>■ Below the granular base for pavements</li> </ul>
Imported, Coarse-grained/ Granular Material <sup>2</sup>	GP, GP-GM, GW, GW-GM, SP, SW	<ul style="list-style-type: none"> <li>■ Below foundations</li> <li>■ Below floor slabs</li> <li>■ Below pavements</li> </ul>
On-site Soil/Material <sup>3</sup>	CL, SC, SM	<ul style="list-style-type: none"> <li>■ Below foundations</li> <li>■ Below the granular base for floor slabs</li> <li>■ Below the granular base for pavements</li> </ul>

1. Fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used and fill should not be placed on a frozen subgrade. Material with organic contents greater than 5 percent should not be used for fill below foundations and floor slabs. By our definition, low plasticity material would have a liquid limit (LL) of 45 or less, and a plasticity index (PI) of 23 or less. Each proposed fill material type should be sampled and evaluated by the geotechnical engineer prior to its delivery and/or use.
2. Specific gradations and material types will be needed for specific applications. Relatively clean granular material is recommended immediately below floor slabs and pavements. Material with more than 6 percent fines should not be placed within 4 feet of final grades below exterior slabs-on-ground where the reduction of movements from freezing and thawing is desired.
3. Based on the results of the borings and laboratory testing, it appears that the non-organic, on-site soils/materials could be reused. A significant amount of moisture conditioning should be expected to be required in order to achieve compaction requirements if on-site, fine-grained materials are used for fill. It should be noted that clayey and silty soils (CL, ML, SC, and SM) can be difficult to compact during cool or cold weather, in relatively small areas, and over lower strength/density and marginally stable subgrades.

## Fill Placement and Compaction Requirements

Fill in the building and pavement areas should be placed and compacted in accordance with the following requirements.

Item	Description
Maximum Fill Lift Thickness	<ul style="list-style-type: none"> <li>■ 9 inches in loose thickness when heavy, self-propelled compaction equipment is used</li> <li>■ 4 inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used</li> </ul>
Minimum Compaction Requirements <sup>1, 2</sup>	<ul style="list-style-type: none"> <li>■ 100 percent                             <ul style="list-style-type: none"> <li>● Fine-grained material below elevation 974 feet</li> </ul> </li> <li>■ 98 percent                             <ul style="list-style-type: none"> <li>● Granular material</li> <li>● Fine-grained material                                     <ul style="list-style-type: none"> <li>- below foundations &amp; floor slabs from elevations 974 to 983.5 ft.</li> <li>- ≤ 1 foot below pavements</li> </ul> </li> </ul> </li> <li>■ 95 percent                             <ul style="list-style-type: none"> <li>● Fine-grained material &gt; 1 foot below pavements to elevation 870 ft.</li> </ul> </li> </ul>
Water Content Range from Optimum <sup>1, 3</sup>	<ul style="list-style-type: none"> <li>■ Low plasticity fine-grained: -2 to +2 percent</li> <li>■ Coarse-grained/Granular: -3 to +3 percent</li> </ul>

1. As determined by the 'standard Proctor' test (ASTM D 698). We recommend that each lift of fill be tested for water content and compaction prior to the placement of fill or concrete. Should the results of the in-place density tests indicate the specified water content or compaction limits have not been met, the area represented by the test should be reworked and retested, as required, until the specified water content and compaction requirements are achieved.
2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70 percent relative density (ASTM D 4253 and D 4254). Actual compaction requirements for coarse, uniform, or low fines content granular material should be based on laboratory test results.
3. The gradation of a granular material affects its stability and the water content required for proper compaction. Water contents should be maintained at levels satisfactory for compaction to be achieved without the granular fill bulking during placement or pumping when proofrolled.

## Settlement Monitoring

We understand that earthwork for the proposed development will be completed in two phases. We recommend that a settlement monitoring program be implemented upon completion of the final grading to monitor the rate of settlement of the mass earthwork to determine when further construction can proceed. We recommend that 3 ‘monuments’ be installed in areas where total fill thicknesses will exceed 8 feet. For this project, the ‘monuments’ may consist of rebar driven into the ground upon completion of fill placement. Terracon should be provided the opportunity to review proposed monument locations and be retained to review data from the settlement monitoring monuments. Care should be taken not to disturb the monuments during construction. A monument that is damaged or disturbed should be repaired or replaced immediately, if feasible.

The elevations of the ‘monuments’ should be monitored in general accordance with the following schedule:

Time Period	Surveying Schedule
Up to four (4) weeks following the completion of fill placement	Two (2) times per week
Beyond three weeks following the completion of fill placement, and prior to construction, if necessary	One (1) to Two (2) times per week
During foundation, wall, and pavement construction, where practical	Bi-weekly

Precise elevation data will be necessary for accurate settlement analyses, and the services of a registered land surveyor should be procured accordingly. The monitoring data should be submitted to Terracon for evaluation of when construction may proceed. A settlement period in the range of about four (4) weeks is estimated to allow for a significant amount of the anticipated settlement to occur for the proposed fill heights. This estimate is based on our experience with similar projects, the soil conditions observed, and the test results.

The settlement period could be coordinated with the planned construction schedule by placing the fill in the planned building area as early as possible, and then placing fill in other areas that will not be affected by the settlement schedule.

## **Grading and Drainage**

All grades must provide effective drainage away from the building and pavements during and after construction and should be maintained throughout the life of the facility. Ponding adjacent to buildings and pavements can result in soil movements greater than those discussed in this report, and can result in unacceptable differential slab-on-ground and foundation movements, cracked slabs and walls, and roof leaks. The roof should have gutters/drains with downspouts that discharge at least 5 feet from the building.

Exposed ground should preferably be sloped and maintained at a minimum 5 percent away from the building for at least 10 feet beyond the perimeter of the building. Locally, flatter grades will be necessary to transition ADA access requirements for flatwork. After building construction and landscaping, final grades should be verified to document effective drainage has been achieved. Grades around the structure and pavements should also be periodically inspected and adjusted as necessary, as part of the facility's maintenance program. Where paving or flatwork abuts the structure a maintenance program should be established to effectively seal and maintain joints in order to minimize the amount of surface water infiltration.

## **Earthwork and Excavation Considerations**

Groundwater was generally observed in the boreholes from 3 to 17 feet below existing grades in sand layers above or within less 'permeable' fine-grained soils. Undercuts are expected to extend into waterbearing sand and silt layers and encounter slow to moderate groundwater seepage. The amount of groundwater encountered during construction will partially depend on the prevailing weather conditions and the depths of excavations required. Groundwater should be maintained at least 2 feet below the lowest excavation level anticipated. It is important to note that undercuts near and below the groundwater level in granular soil will cause a 'quick' condition and loosen the bearing soil/material. If proper groundwater removal procedures are not performed during construction, the density and support capability of previously suitable soil and fill could be affected and subsequently contribute to higher than anticipated settlement of the improvement and can also cause settlement of adjacent soil and improvements.

Pre-draining of the site may be accomplished with a series of ditches, "French-drains", drain lines and/or ditches in order to lower and control the groundwater level and minimize disturbance of bearing soils. In deeper cut areas of the site and/or where granular soils are present, the use of sump pits and pumps or well points could be considered. Consideration should also be given to placing an interceptor subdrain system up-gradient of construction areas and structures. To be the most beneficial, 'pre-draining' of the site should occur as far in advance of construction as possible.

Upon completion of filling and grading, and prior to construction of floor slabs and pavements, care should be taken to maintain the water content of subgrades. The soils/materials encountered in the borings included clay fill and native granular material with some fines. These soil types are sensitive to changes in moisture conditions, are moderately to highly frost-susceptible, and are susceptible to disturbance from construction activities. Construction traffic over completed subgrades should be avoided. The site should also be graded to prevent ponding of water on the prepared subgrades and in excavations. Water should be removed from construction areas promptly. If a subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted, prior to further construction.

Interlayering of coarse-grained/granular and fine-grained materials should generally be avoided so that water does not become trapped below grade-supported elements; particularly within the frost depth below exterior slabs-on-ground. Perched (trapped) water conditions can lead to the development of frost lenses, heaving, settlement, and loss of subgrade support. If coarse-grained material is placed above fine-grained material, the fine-grained subgrade should be sloped to drain to a reliable outlet.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, and/or state regulations. Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred. It is important to note that Terracon's scope of services for this project do not include recommendations for temporary earth retention nor groundwater control systems design. Additional excavation considerations are provided in the **Shallow Foundations** section.

Terracon should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during foundation excavation and construction, floor slab and pavement subgrade preparation, proofrolling, placement and compaction of fill, backfilling of excavations, and just prior to construction of building floor slabs and pavements.

## SHALLOW FOUNDATIONS

If the site has been prepared in accordance with the requirements noted in the **Earthwork** section, the following design parameters are applicable for shallow foundations.

### Shallow Foundation Design Recommendations

Item	Description
Net Allowable Bearing Pressure <sup>1, 2</sup>	2,500 pounds per square foot (psf)
Minimum Foundation Widths	<ul style="list-style-type: none"> <li>■ Isolated/Columns: 30 inches</li> <li>■ Strip/Walls: 16 inches</li> </ul>
Ultimate Passive Resistance <sup>3</sup> (equivalent fluid pressures)	<ul style="list-style-type: none"> <li>■ 285 pcf (cohesive backfill)</li> <li>■ 360 pcf (granular backfill)</li> </ul>
Ultimate Coefficient of Sliding Friction <sup>4</sup>	<ul style="list-style-type: none"> <li>■ 0.32 (native clay)</li> <li>■ 0.40 (granular material)</li> </ul>
Minimum Embedment below Finished Grade <sup>5</sup>	<ul style="list-style-type: none"> <li>■ Footings in unheated areas: 60 inches</li> <li>■ Perimeter footings in heated areas: 42 inches</li> <li>■ Interior footings in heated areas: 18 inches</li> </ul>
Estimated Total Settlement <sup>6</sup>	1 inch or less
Estimated Differential Settlement <sup>6</sup>	About 2/3 of total settlement

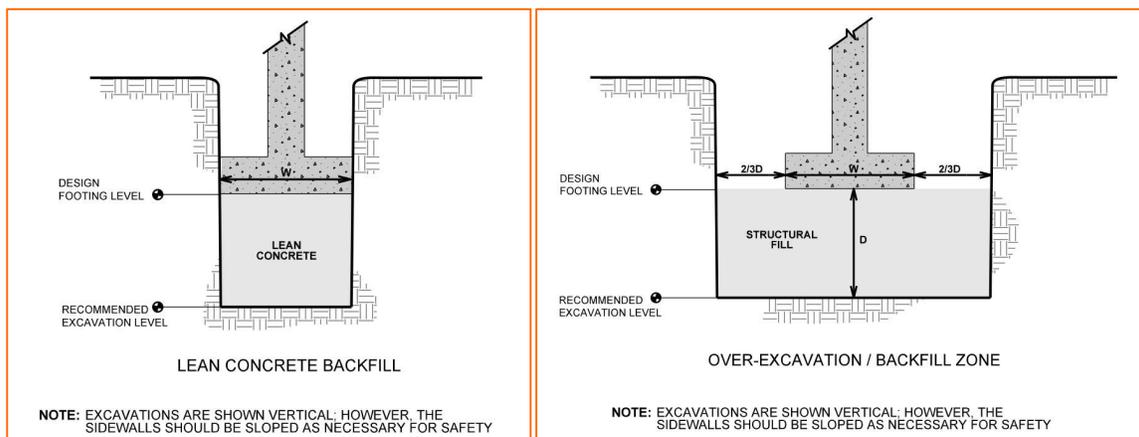
1. The net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. The value provided is for the maximum loads noted in the **Project Description** section.
2. Low density/disturbed, existing fill and any very loose to loose and soft to medium stiff clay soils should be overexcavated and replaced in accordance with the recommendations in this report.
3. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed and compacted fill be placed against the vertical footing face.
4. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials.
5. Interior footings should be provided with a minimum embedment depth of 42 inches if subjected to freezing temperatures during construction. Finished grade is defined as the lowest adjacent grade within five feet of the foundation for perimeter footings, and the finished floor level surrounding interior footings.
6. Shallow foundation settlement will depend on variations in the subsurface soil profile, the structural loading conditions, embedment depths of the footings, the thickness of compacted fill, and the quality of the earthwork operations and foundation construction. Settlement estimates are based on the loads noted in the **Project Description** section.

Uplift resistance of spread footings can be developed from the effective weight of the footing and the overlying backfill. The effective weight of the soil prism defined by diagonal planes extending up from the top of the perimeter of the foundation to the ground surface at an angle of 20 degrees from the vertical can be included in uplift resistance. The maximum allowable uplift capacity should be taken as a sum of the effective weight of soil plus the foundation, divided by an appropriate factor of safety. A maximum total unit weight of 120 pcf should be used for the backfill. This unit weight should be reduced to 60 pcf for portions of the backfill below the design groundwater elevation.

### Foundation Construction Considerations

As noted in the **Earthwork** section, the footing excavations should be evaluated under the direction of the Geotechnical Engineer. The base of all foundation excavations should be free of water and loose/disturbed material prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

Where unsuitable bearing soil is encountered at the 'Design Footing Level', (over)excavation should be performed to suitable soil/material, and the footing could bear directly on the soil or properly compacted fill at the lower level, or on lean concrete backfill placed in the excavation. Overexcavation for backfill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below the 'Design Footing Level'. The overexcavation should then be backfilled up to the 'Design Footing Level' with properly compacted fill as recommended in the **Earthwork** section. The overexcavation and backfill procedures are illustrated in the following figures.



## SEISMIC CONSIDERATIONS

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil properties encountered at the site and as described on the exploration logs and results, it is our professional opinion that the **Seismic Site Classification is D**. Subsurface explorations at this site were extended to a maximum depth of 20.5 feet. The site properties below the boring depth to 100 feet were estimated based on our experience and knowledge of geologic conditions of the general area. Additional deeper borings or geophysical testing may be performed to confirm the conditions below the current boring depths.

## FLOOR SLABS

Anticipated undercut depths are provided in the **Earthwork** section. We recommend removal of any existing fill or lower strength or low-density soil and replacement with properly compacted fill in order to provide adequate support for floor slabs.

### Floor Slab Design Parameters

Item	Description
Floor Slab Subgrade Preparation	<ul style="list-style-type: none"> <li>■ Strip and perform cuts to the subgrade level planned</li> <li>■ Evaluate subgrade conditions and remove any unsuitable material</li> <li>■ Scarify, moisture condition and compact the exposed subgrade</li> <li>■ Place fill in accordance with the <b>Earthwork</b> section</li> </ul>
Minimum Aggregate Base Thickness <sup>1, 2, 3</sup>	<ul style="list-style-type: none"> <li>■ Building floor slabs with subdrains: 9 inches</li> <li>■ At-grade building floor slabs: 6 inches</li> </ul>
Modulus of Subgrade Reaction <sup>4</sup>	<ul style="list-style-type: none"> <li>■ 6 to 9-inch base: 125 pounds per cubic inch</li> </ul>

**Table continued on page 16**

**Table continued from page 15**

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1. Floor slab subgrades should be prepared in accordance with this section and the **Earthwork** section. Floor slabs should be structurally independent of building footings and walls to reduce the potential for floor slab cracking caused by differential movements between floor slabs and foundations. Joints should be constructed at regular intervals as recommended by the American Concrete Institute (ACI) to help control the location of cracking. Keyed and doweled joints should be considered. The owner should be aware that differential movement between floor slabs and foundations can occur.
  2. The floor slab design where subdrains are provided should include at least 9 inches of granular material immediately below slabs-on-ground. A material with a 1-inch nominal size and 3 percent or less fines (material passing the #200 sieve) is recommended below floor slabs where subdrains are provided. Consideration may be given to placing 2 to 3 inches of dense-graded crushed stone above the relatively clean permeable base to help prevent contamination, and installing a geotextile fabric (EOS of about 50 to 70) below the granular base to prevent the intrusion of fines into the granular layer.
  3. The floor slab design where subdrains are not provided should include at least 6 inches of granular material immediately below slabs-on-ground. A material meeting or similar to IDOT Gradation Nos. 12a and 14, with 6 percent or less fines (material passing the #200 sieve) is recommended below these floor slabs.
  4. The modulus of subgrade reaction for point loads is an estimated value based upon our experience with the subgrade conditions expected, the requirements noted in the **Earthwork** section, and the floor slab support as noted in this table. For larger area loads, the modulus of subgrade reaction would be lower.
- 

The use of a vapor retarder should be considered beneath concrete floor slabs-on-ground covered with moisture sensitive or impervious coverings, or when the slab will support equipment or materials sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

### **Floor Slab Drainage Systems**

Due to the planned finished floor elevation of Phase 3 of the building, and the presence of water-bearing granular layers within the clay soils, consideration should be given to the provision of a floor slab subdrain system. Preliminary recommendations for a floor slab subdrain systems are presented in the following table.

Item	Description
Floor Slab Subdrain Locations and Spacings <sup>1</sup>	The subdrains should be placed along the perimeter of Phase 3 of the building at the design footing level, and below floor slabs with maximum spacings of about 30 feet. An exterior, perimeter drain line should also be considered where floor slabs are planned below existing grades.
Subdrain Pipe	<ul style="list-style-type: none"> <li>■ Minimum 4-inch diameter</li> <li>■ Perforations should be sized to prevent free-draining granular material from entering the pipe</li> <li>■ Sloped to gravity drain to a reliable discharge point, such as a sump pit and pump</li> <li>■ Surrounded by at least 6 inches of free-draining backfill</li> <li>■ Subdrain pipe inverts should be at least 1 foot below the design subgrade elevation(s)</li> </ul>
Subdrain Pipe Trenches	<ul style="list-style-type: none"> <li>■ Subdrain pipe trenches should be at least 16 inches in width</li> <li>■ Trenches and subdrain pipes should preferably be sloped at about 2 percent; however, the designer can consider slightly flatter pipe layouts to maintain shallower trench and pipe depths.</li> </ul>
Subdrain Trench Backfill <sup>2</sup>	<ul style="list-style-type: none"> <li>■ IDOT porous backfill (Section 4131), or crushed stone or gravel with 3 percent or less passing the No. 200 sieve and a maximum nominal size of 1 inch                             <ul style="list-style-type: none"> <li>• Free-draining gravel and coarse sand should be encapsulated with non-woven geotextile filter fabric (Contech C60NW or equivalent)</li> </ul> </li> <li>■ Alternatively, free-draining granular material can be graded to meet filter criteria for the surrounding soil without the use of filter fabric.</li> </ul>

1. Floor slab subgrades should be sloped toward floor slab subdrains. This results in varying granular base thicknesses between subdrains.
2. The subdrain trench backfill should extend up to and be hydraulically connected to the granular base layer.

### Floor Slab Construction Considerations

Finished floor slab subgrades should be protected from traffic, rutting, or other disturbance and maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become damaged or desiccated prior to construction of floor slabs, the affected material should be removed, and properly compacted fill should be added to replace the resulting excavation. Final conditioning of the finished subgrade should be performed immediately prior to placement of the granular floor slab base. Terracon personnel should observe and test the condition of floor slab subgrades immediately prior to placement of the granular floor slab base, any reinforcing

steel, and concrete. Attention should be given to high traffic areas that were rutted and disturbed earlier, and to areas where backfilled trenches are located.

## **FROST CONSIDERATIONS**

The soils on this site are frost susceptible, and small amounts of water can affect the performance of slabs-on-grade and pavements. Exterior slabs should be anticipated to heave during winter months. If frost action needs to be reduced in critical areas, we recommend the use of coarse-grained/granular fill with 6 percent or less fines or structural slabs (e.g., structural stoops in front of building doors). Placement of granular material in large areas may not be feasible; however, the following recommendations are provided to help reduce the amount of frost heave:

- Provide surface drainage away from the building and slabs, and toward the site storm drainage system.
- Installing drain tiles around the perimeter of the building, stoops, below exterior slabs and pavements, and connect them to the storm drainage system.
- Grading clayey subgrades beneath a more permeable aggregate base, toward the site drainage system
- Place less-frost susceptible granular fill as backfill beneath slabs and pavements critical to the project.
- Place a 3 horizontal to 1 vertical (3H:1V) transition zone between less-frost susceptible granular material and other soils.

As an alternative to extending granular fill to the full frost depth, consideration can be made to placing extruded polystyrene or cellular concrete under a buffer of at least 2 feet of granular fill maintained in a drained condition.

## **GENERAL COMMENTS**

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural and/or man-made variations will occur between exploration locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

## ATTACHMENTS

## EXPLORATION AND TESTING PROCEDURES

### Field Exploration

Number of Borings	Boring Depth (feet)	Planned Location
6	15.5 to 20.5	Phase 1 Building
2	15.5 to 20.5	Phase 2 Building
3	20.5 to 25.5	Phase 3 Building

**Boring Layout and Elevations:** Terracon provided the boring layout and determined the boring locations by superimposing the site plan provided onto aerial photography and obtaining latitudes and longitudes of the borings. We used handheld GPS equipment in the field and referenced existing site features to determine the boring locations. Our GPS equipment has a horizontal accuracy of about 20 feet or better. Surface elevations at the boring locations were determined by superimposing the boring locations onto a topographic site plan provided by Snyder and Associates. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

**Subsurface Exploration Procedures:** We advanced the borings with a track-mounted, rotary drill rig using continuous flight, solid stem augers. Soil sampling was performed using thin-walled tube and split-barrel sampling procedures. In the split-barrel sampling procedure, the number of blows required to advance a standard 2-inch O.D. split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a hammer with a free fall of 30 inches, is the standard penetration resistance value (N). A CME automatic SPT hammer was used to advance the split barrel sampler in the borings performed on this site. The N-value is used to estimate the relative density of coarse-grained/granular soils, and to a lesser extent, the consistency of fine-grained soils. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the soil to obtain a relatively undisturbed sample.

Our exploration team prepared field boring logs as part of the drilling operations. The sampling interval depths, penetration resistances, and other sampling information were recorded on the field boring logs. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. The samples were placed in appropriate containers and transported to our laboratory for testing and classification by a geotechnical engineer. The computer-generated boring logs represent the geotechnical engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory

for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

### **Laboratory Testing**

The project engineer reviewed the field data and assigned laboratory tests to aid in the evaluation of the engineering properties of the various soil strata for this project. Laboratory testing for this project included determination of water content of soil, dry density determination, unconfined compressive strength, organic content, liquid and plastic limits, particle size analysis and one-dimensional consolidation tests. The laboratory testing program included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in general accordance with the Unified Soil Classification System.

## SITE LOCATION AND EXPLORATION PLANS

### Contents:

Site Location Plan

Exploration Plan

**SITE LOCATION**

Kubica Site Development ■ Cedar Falls, Iowa  
November 22, 2021 ■ Terracon Project No. 13195013.02

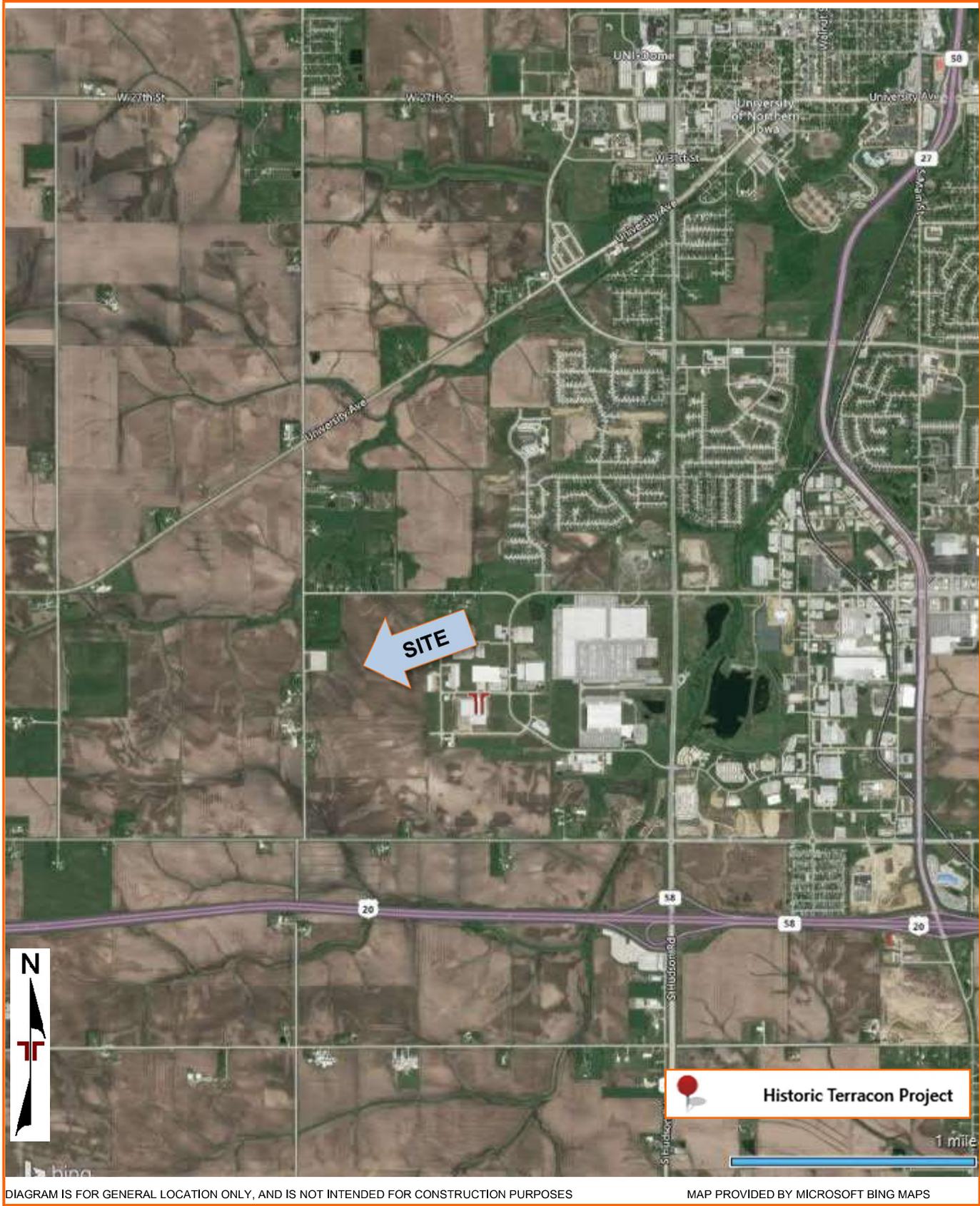


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**EXPLORATION PLAN**

Kubica Site Development ■ Cedar Falls, Iowa  
November 22, 2021 ■ Terracon Project No. 13195013.02

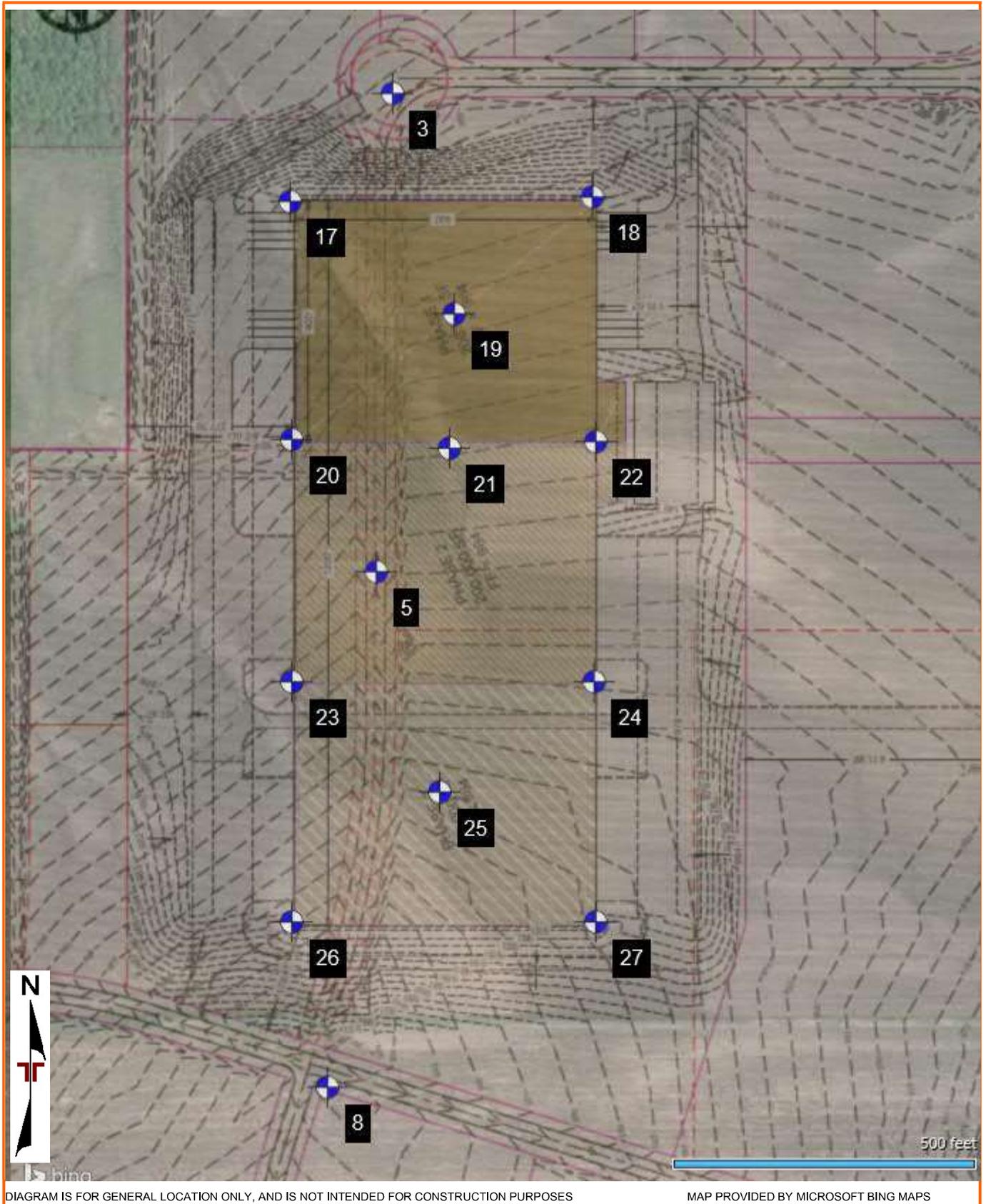


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

## **EXPLORATION RESULTS**

### **Contents:**

Boring Logs (Borings 5 and 17 through 27)

One-Dimensional Consolidation (2 pages)

# BORING LOG NO. 5

**PROJECT:** Cedar Falls Industrial Park West Expansion

**CLIENT:** Snyder & Associates, Inc.  
Cedar Rapids, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_13195013 CEDAR FALLS INDUS.GPJ MODEL LAYER.GPJ 6/17/19

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.47886° Longitude: -92.4904°  Surface Elev.: 977.0 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)		
	<b>TOPSOIL</b>	1.3										
	<b>LEAN CLAY (CL)</b> , trace sand, dark brown and brown, medium stiff	4.0	▼	⊗	8	1-2-2 N=4 2000 (HP)					24	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray and brown, medium stiff	5.0	▼	■	17		1500 (HP)	UC	1646	15	16	114
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, very stiff	9.0		⊗	18	1-2-3 N=5	2000 (HP)				17	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, very stiff	12.0		■	19			UC	4339	15	14	122
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams and occasional silt layers, brown and gray, very stiff to hard	15.0		⊗	18	5-11-9 N=20 9000+ (HP)					18	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray, hard	21.0		⊗	18	5-8-9 N=17 9000+ (HP)					14	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, gray, hard	25.0	▼	⊗	18	10-16-18 N=34 9000+ (HP)					10	
	<b>Boring Terminated at 30.5 Feet</b>	30.5		⊗	18	7-15-22 N=37 9000+ (HP)					11	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Hollow stem auger

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were provided by others.

Notes:

WATER LEVEL OBSERVATIONS	
▼	6' observed while drilling
▼	25.5' observed after drilling
▼	3' observed on 5/14/19
■	Cave-in at 17' on 5/14/19



3105 Capital Way, Ste 5  
Cedar Falls, IA

Boring Started: 05-13-2019	Boring Completed: 05-13-2019
Drill Rig: # 589	Driller: MT
Project No.: 13195013	

# BORING LOG NO. 17

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_13215082 KUBICA SITE DEVEL.GPJ TERRACON DATATEMPLATE.GDT 11/17/21

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4805° Longitude: -92.4909° Surface Elev.: 962 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>TOPSOIL</b>														
		3.0			5						30.6			10.0
	<b>LEAN CLAY (CL)</b> , with sand and silt, gray and brown, medium stiff to stiff	5.0	▼		10	4-4-3 N=7	1500 (HP)				23.0	102		6.0
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, stiff	9.0			16						28.2			
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, stiff	11.5			3	4-5-7 N=12	3000 (HP)				20.5	108	29-15-14	
	<b>SANDY LEAN CLAY (CL)</b> , with sand seams, trace gravel, brown gray, hard	15.0			14	9000+ (HP)					13.7			
		18.0			18	7-8-14 N=22 9000+ (HP)					14.6	123		
		20.5			18	12-13-17 N=30 9000+ (HP)					13.2			
<b>Boring Terminated at 20.5 Feet</b>											10.5			

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

- ▼ 4' observed while sampling
- ▼ 4.5' observed after drilling
- ▼ 3' observed on 10/20



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

# BORING LOG NO. 18

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13215082 KUBICA SITE DEVEL.GPJ TERRACON DATATEMPLATE.GDT 11/17/21

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4806° Longitude: -92.4891°  Surface Elev.: 974 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>FILL - TOPSOIL</b>														
2.0	972					2-3-5 N=8					26.0 23.2			
4.0	970													
4.5	969.5													
<b>FILL - SANDY LEAN CLAY</b> , trace gravel and organics, dark gray brown, (buried topsoil)														
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and light brown, stiff to medium stiff		5			14		2500 (HP)				22.5 17.8	108		
9.0	965				18	2-3-2 N=5 1000 (HP)					18.1			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and brown, stiff		10			15			UC	3140	8.8	15.3	116		
11.5	962.5				18	7-10-14 N=24	7500 (HP)				12.6			
13.5	960.5				18	5-7-10 N=17 9000+ (HP)					14.5			
15.5	958.5	15												
<b>Boring Terminated at 15.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

None observed while drilling  
None observed after drilling



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

# BORING LOG NO. 19

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4800° Longitude: -92.4899°  Surface Elev.: 970 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
	<b>TOPSOIL</b>													
	<b>SANDY LEAN CLAY (CL)</b> , with sand and silt layers, trace gravel, gray and light brown, stiff	3.0 967	9	14	2-2-3 N=5 2000 (HP)					21.0	99		4.4	
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand layers, brown gray, very stiff to hard	5.0 960	8	16	3-5-7 N=12		7500 (HP)			17.1				
		10.0 960	16	16	4-7-9 N=16 9000+ (HP)					16.5				
		15.0 954.5	18	18	4-9-14 N=23 9000+ (HP)					20.0 16.2				
	<b>Boring Terminated at 15.5 Feet</b>									14.5				
										14.7				

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

-  9' observed while sampling
-  8' observed after drilling
-  5' observed on 10/20



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# BORING LOG NO. 20

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4795° Longitude: -92.4909°  Surface Elev.: 971 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
	<b>TOPSOIL</b>													
	<b>SANDY LEAN CLAY (CL)</b> , with sand layers, trace gravel, gray and light brown, stiff	2.5 968.5		X	10	3-3-3 N=6	3000 (HP)				22.7 13.7			5.7
		5		█	17			1414	4.7	16.9	118	26-13-13		
		9.0 962		X	12	2-2-4 N=6	3000 (HP)			14.8				
	<b>SANDY LEAN CLAY (CL)</b> , with sand and silt layers, brown gray, very stiff to hard	10		█	24		7000 (HP)			15.6				
		15		X	16	4-7-12 N=19	8500 (HP)			16.1				
		15.5 955.5		X	18	5-8-11 N=19 9000+ (HP)				15.6				
<b>Boring Terminated at 15.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

None observed while drilling  
None observed after drilling



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# BORING LOG NO. 21

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_13215082 KUBICA SITE DEVEL.GPJ TERRACON DATATEMPLATE.GDT 11/17/21

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4794° Longitude: -92.4900°  Surface Elev.: 970 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>TOPSOIL</b>														
4.0	966		▼	■	5						27.3			
<b>SANDY LEAN CLAY (CL)</b> , with sand layers, gray and light brown, medium stiff		5		⊗	10	1-2-2 N=4 1000 (HP)					22.0			
9.0	961			■	19						15.5			
<b>CLAYEY SAND (SC)</b> , trace gravel, fine to coarse grained, gray and brown, medium dense		10		⊗	16	4-5-6 N=11					17.3			
12.0	958		▼	⊗	18	4-6-8 N=14 8500 (HP)					18.8	16.7		
<b>SANDY LEAN CLAY (CL)</b> , with sand seams, trace gravel, brown gray, very stiff to hard		15	▼	⊗	12	5-14-12 N=26 5000 (HP)					13.2			
20.5	949.5	20		⊗	16	7-9-17 N=26 9000+ (HP)					10.6			
<b>Boring Terminated at 20.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

- ▼ 14' observed while sampling
- ▼ 12' observed after drilling
- ▼ 4' observed on 10/20



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

# BORING LOG NO. 22

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4795° Longitude: -92.4891°  Surface Elev.: 976 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>TOPSOIL</b>														
2.0	974			X	12	3-3-3 N=6	3000 (HP)				25.9 17.5			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, gray and light brown, medium stiff														
5				█	8	1500 (HP)					18.6	100		
9.0	967			█	21			UC	1834	9.2	19.0	113		
11.5	964.5			X	18	5-7-10 N=17	5500 (HP)				15.4			
<b>SANDY LEAN CLAY (CL)</b> , with sand seams, trace gravel, gray and light brown, very stiff														
15.5	960.5			█	16	9000 (HP)					20.0	116		
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with sand seams, brown gray, very stiff														
15.5	960.5		▽	X	18	6-13-13 N=26 7000 (HP)					13.8			
<b>Boring Terminated at 15.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

None observed while drilling

▽ 14.5' observed after drilling



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# BORING LOG NO. 23

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4784° Longitude: -92.4909°  Surface Elev.: 974 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
	<b>TOPSOIL</b>													
	<b>SANDY LEAN CLAY (CL)</b> , with occasional sand layers, trace gravel, gray and light brown, medium stiff to stiff	2.5 971.5	▼	X	10	2-2-2 N=4	1000 (HP)				26.1 19.9			8.1
		5		■	10		2000 (HP)				16.6			
		9.0 965		X	18	2-2-3 N=5	2500 (HP)				14.5			
	<b>SANDY LEAN CLAY (CL)</b> , with sand layers, trace gravel, gray and light brown, very stiff	11.0 963	▼	■	9		5000 (HP)				12.4			
	<b>SILTY SAND (SM)</b> , with clay layers, fine to medium grained, gray and light brown, medium dense	13.0 961	▼	X	18	12-12-10 N=22					13.2			
	<b>SANDY LEAN CLAY (CL)</b> , with silt seams, trace gravel, brown gray, very stiff to hard	15		X	18	4-4-7 N=11	4500 (HP)				18.6			
		20.5 953.5		X	14	7-10-14 N=24 9000+ (HP)					14.4			
<b>Boring Terminated at 20.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings and bentonite chips upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

- ▼ 11' observed while drilling
- ▼ 13' observed after drilling
- ▼ 3' observed on 10/20



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# BORING LOG NO. 24

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4784° Longitude: -92.4891°  Surface Elev.: 983 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>TOPSOIL</b>														
2.0	981			8							26.1			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, medium stiff to stiff		5		12		2-2-2 N=4					15.3		29-16-13	
9.0	974			18			UC	2497	12.4	15.4	118			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown, very stiff		10		0		5-5-7 N=12								
17.0	966			21			UC	4996	11.6	14.5	121			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, hard		15		18		3-4-5 N=9 4500 (HP)					13.5			
20.5	962.5	20		18		6-7-14 N=21 9000+ (HP)					14.1			
<b>Boring Terminated at 20.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

None observed while drilling  
None observed after drilling



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# BORING LOG NO. 25

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 13215082 KUBICA SITE DEVEL.GPJ TERRACON.DATATEMPLATE.GDT 11/17/21

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4779° Longitude: -92.4900°  Surface Elev.: 981 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>TOPSOIL</b>														
2.0	979				8						27.5			
<b>SANDY LEAN CLAY (CL)</b> , with sand layers, trace gravel, gray and light brown, medium stiff				X	14	1-3-3 N=6	1500 (HP)				17.5			
8.0	973		▼	X	16	4-3-3 N=6 1000 (HP)					15.9			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, stiff				X	16			UC	2180	15	16.1	118		
11.0	970			X	18	2-4-5 N=9 4000 (HP)					15.4			
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, very stiff			▼	X	18	3-5-7 N=12	4000 (HP)				14.0			
17.0	964		▼											
<b>SILTY SAND (SM)</b> , with silt layers, fine to medium grained, light brown, very dense				X	16	22-31-32 N=63					15.0			
22.0	959													
<b>SANDY LEAN CLAY (CL)</b> , with silt seams, trace gravel, brown gray, hard				X	16	7-16-21 N=37	9000+ (HP)				17.1			
25.5	955.5													
<b>Boring Terminated at 25.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

- ▼ 17' observed while drilling
- ▼ 16' observed after drilling
- ▼ 7' observed on 10/20



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

# BORING LOG NO. 26

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4773° Longitude: -92.4909°  Surface Elev.: 981 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
<b>TOPSOIL</b>														
2.0	979			X	14	2-2-3 N=5 2500 (HP)				26.6 13.4				
<b>SANDY LEAN CLAY (CL)</b> , with sand layers, light brown, stiff		5			3					16.0				
9.0	972			X	14	2-2-3 N=5 3000 (HP)				16.9				
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, very stiff		10		X	18	4-5-8 N=13	5000 (HP)			13.3				
13.5	967.5			X	18	4-5-8 N=13	5000 (HP)			14.1				
<b>SANDY LEAN CLAY (CL)</b> , trace gravel, with silt seams, brown gray, hard		15		X	18	5-8-11 N=19 9000 (HP)				12.5				
20.5	960.5	20		X	16	5-9-12 N=21 9000+ (HP)				15.1				
<b>Boring Terminated at 20.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

None observed while drilling  
None observed after drilling



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# BORING LOG NO. 27

Item 22.

**PROJECT:** Kubica Site Development

**CLIENT:** Snyder & Associates Inc  
Ankeny, IA

**SITE:** Union Road  
Cedar Falls, IA

GRAPHIC LOG	LOCATION See <a href="#">Exploration Plan</a> Latitude: 42.4773° Longitude: -92.4891°  Surface Elev.: 985 (Ft.) DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	LABORATORY HP (psf)	STRENGTH TEST			WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS	
								TEST TYPE	COMPRESSIVE STRENGTH (psf)	STRAIN (%)			LL-PL-PI	ORGANIC CONTENT (%)
	<b>TOPSOIL</b>										24.6			6.2
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, stiff	2.5			10	3-3-5 N=8					27.4			
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, very stiff	5			15	2000 (HP)					20.4			
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, light brown, very stiff	9.0			16	2-3-3 N=6	2000 (HP)				17.8			
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, hard	10			23			UC	4091	6	16.4	117		
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, hard	17.0			18	2-4-6 N=10	4500 (HP)				16.3			
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, hard	15			18	3-4-7 N=11	4000 (HP)				13.9			
	<b>SANDY LEAN CLAY (CL)</b> , trace gravel, brown gray, hard	20.5			18	5-8-11 N=19	9000 (HP)				16.1			
<b>Boring Terminated at 20.5 Feet</b>														

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:  
Solid stem auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

**WATER LEVEL OBSERVATIONS**

None observed while drilling  
None observed after drilling



Boring Started: 10-19-2021

Boring Completed: 10-19-2021

Drill Rig: 589

Driller: WE

Project No.: 13195013.02

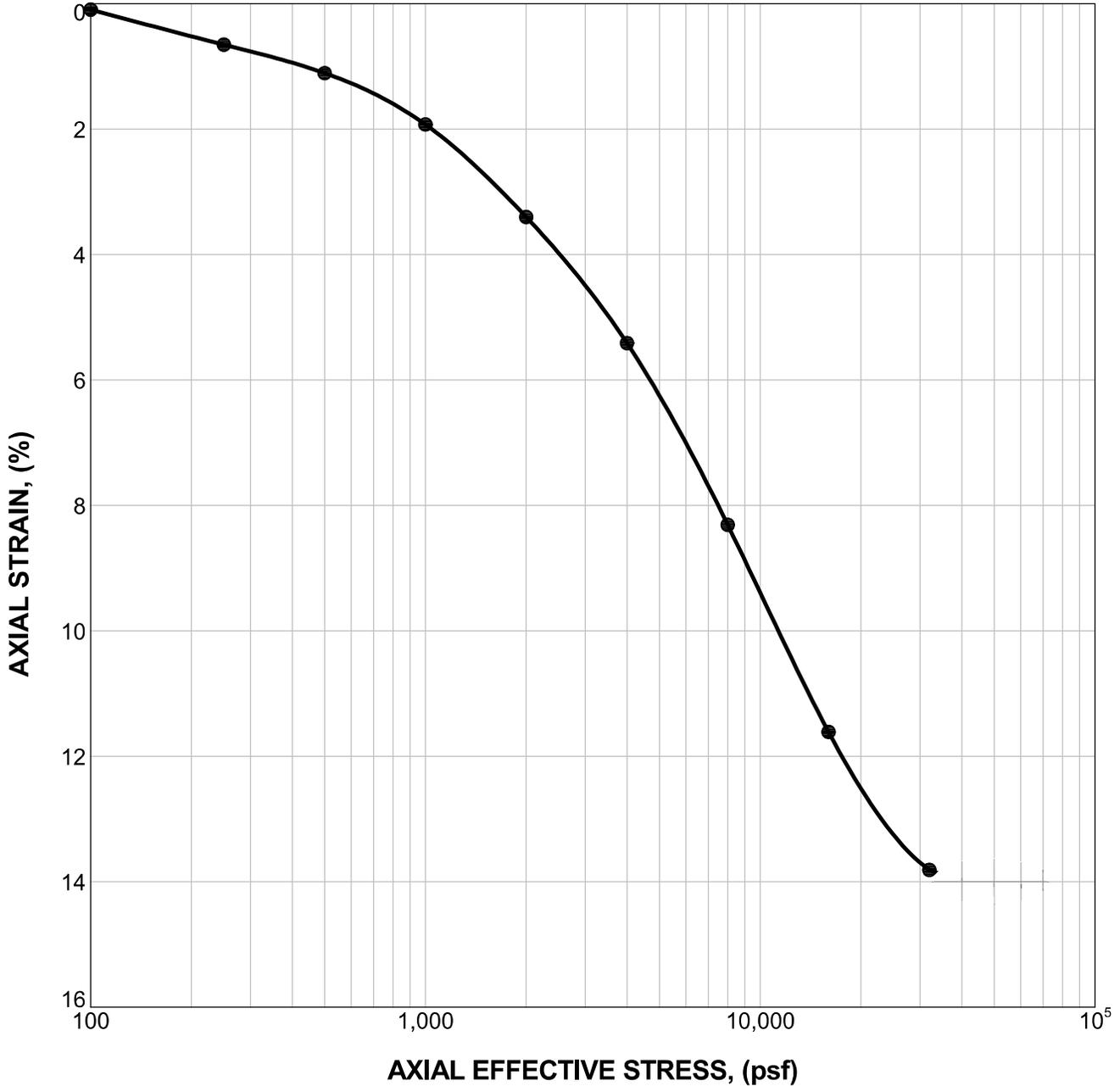
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/17/21

# CONSOLIDATION TEST (D2435)

Item 22.

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. CONS\_LOAD-DEF\_PROP\_STRESS-STRAIN 13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/22/21

Per ASTM D2435/D2435M, Fig. 3



Natural		Initial Dry Density (pcf)	LL	PI	Sp. Gr.	Overburden (psf)	P <sub>c</sub> (psf)	C <sub>c</sub> (% / log stress)	C <sub>u</sub> (% / log stress)	Initial Void Ratio
Saturation	Moisture									
97.6 %	20.5 %	107.6	29	14	2.70	780	2,600	17.3%	2.3%	0.566

MATERIAL DESCRIPTION									USCS	AASHTO
Lean Clay, with sand and silt, gray and brown									CL	

NOTES:

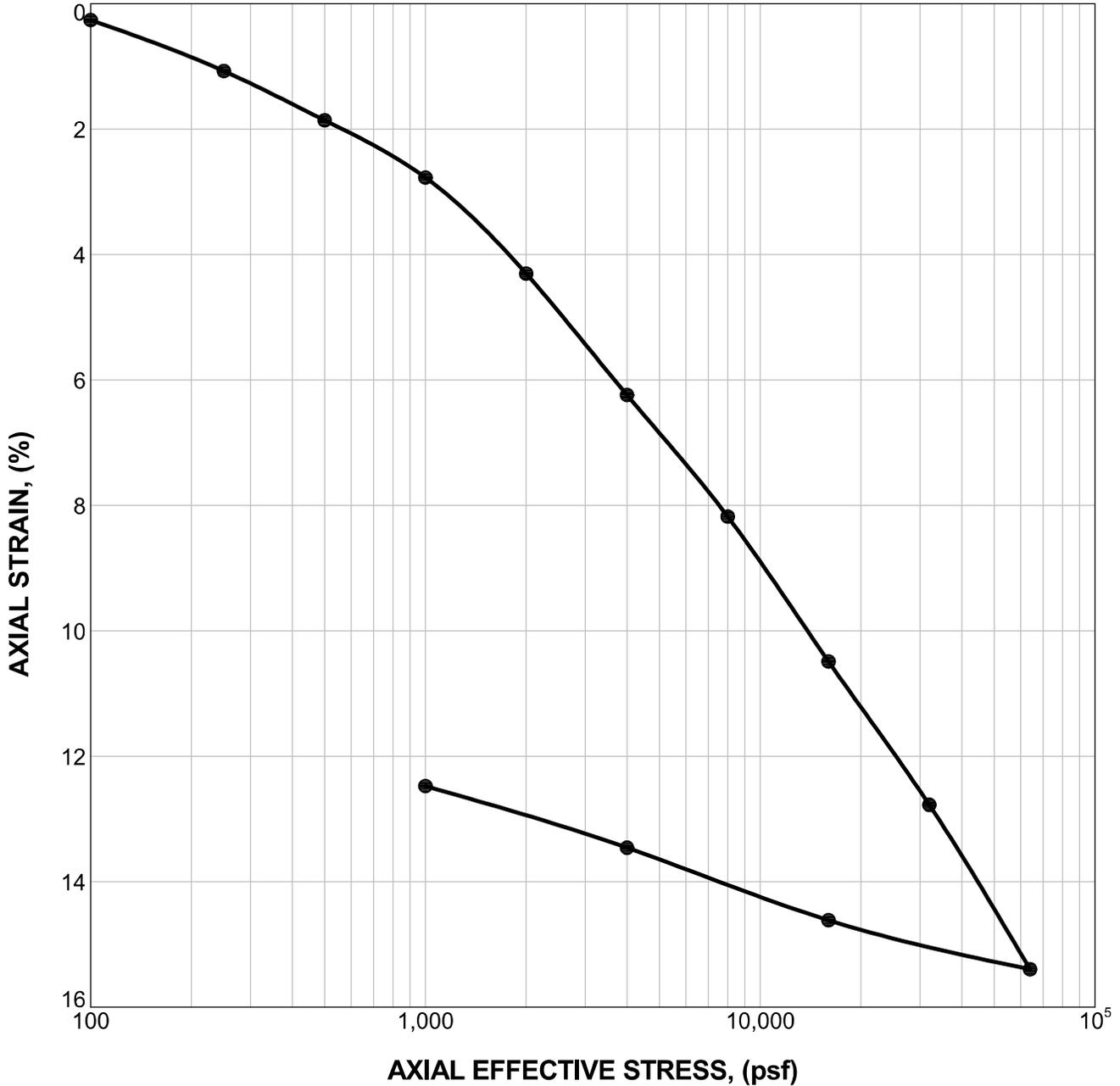
**Borehole: 17    Depth: 6.5 ft    Specimen #: 3**

PROJECT: Kubica Site Development	<p style="font-size: small; margin: 0;">3105 Capital Way, Ste 5 Cedar Falls, IA</p>	PROJECT NUMBER: 13195013.02
SITE: Union Road Cedar Falls, IA		CLIENT: Snyder & Associates Inc Ankeny, IA

# CONSOLIDATION TEST (D2435)

Item 22.

Per ASTM D2435/D2435M, Fig. 3



LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. CONS\_LOAD-DEF\_PROP\_STRESS-STRAIN 13215082 KUBICA SITE DEVEL.GPJ TERRACON\_DATATEMPLATE.GDT 11/22/21

Natural		Initial Dry Density (pcf)	LL	PI	Sp. Gr.	Overburden (psf)	P <sub>c</sub> (psf)	C <sub>c</sub> (% / log stress)	C <sub>u</sub> (% / log stress)	Initial Void Ratio
Saturation	Moisture									
105.7 %	16.9 %	117.6	26	13	2.70	480	3,000	12.6%	2.5%	0.433

MATERIAL DESCRIPTION	USCS	AASHTO
Sandy Lean Clay, with sand layers, trace gravel, gray and light brown	CL	

NOTES:

**Borehole: 20 Depth: 4 ft Specimen #: 2**

PROJECT: Kubica Site Development

PROJECT NUMBER: 13195013.02

SITE: Union Road  
Cedar Falls, IA



CLIENT: Snyder & Associates Inc  
Ankeny, IA

## **SUPPORTING INFORMATION**

### **Contents:**

General Notes

Unified Soil Classification System

# GENERAL NOTES

## DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Kubica Site Development ■ Cedar Falls, IA

Terracon Project No. 13195013.02

SAMPLING	WATER LEVEL	FIELD TESTS
 Grab Sample  Shelby Tube  Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered <p>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.</p>	<b>N</b> Standard Penetration Test Resistance (Blows/Ft.) <b>(HP)</b> Hand Penetrometer <b>(T)</b> Torvane <b>(DCP)</b> Dynamic Cone Penetrometer <b>UC</b> Unconfined Compressive Strength <b>(PID)</b> Photo-Ionization Detector <b>(OVA)</b> Organic Vapor Analyzer

### DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

### LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See [Exploration and Testing Procedures](#) in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

### STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS <small>(More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance</small>		CONSISTENCY OF FINE-GRAINED SOILS <small>(50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance</small>		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 500	0 - 1
Loose	4 - 9	Soft	500 to 1,000	2 - 4
Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
		Hard	> 8,000	> 30

### RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests <sup>A</sup>				Soil Classification		
				Group Symbol	Group Name <sup>B</sup>	
<b>Coarse-Grained Soils:</b> More than 50% retained on No. 200 sieve	<b>Gravels:</b> More than 50% of coarse fraction retained on No. 4 sieve	<b>Clean Gravels:</b> Less than 5% fines <sup>C</sup>	$Cu \geq 4$ and $1 \leq Cc \leq 3$ <sup>E</sup>	GW	Well-graded gravel <sup>F</sup>	
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	GP	Poorly graded gravel <sup>F</sup>	
		<b>Gravels with Fines:</b> More than 12% fines <sup>C</sup>	Fines classify as ML or MH	GM	Silty gravel <sup>F, G, H</sup>	
			Fines classify as CL or CH	GC	Clayey gravel <sup>F, G, H</sup>	
	<b>Sands:</b> 50% or more of coarse fraction passes No. 4 sieve	<b>Clean Sands:</b> Less than 5% fines <sup>D</sup>	$Cu \geq 6$ and $1 \leq Cc \leq 3$ <sup>E</sup>	SW	Well-graded sand <sup>I</sup>	
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ <sup>E</sup>	SP	Poorly graded sand <sup>I</sup>	
		<b>Sands with Fines:</b> More than 12% fines <sup>D</sup>	Fines classify as ML or MH	SM	Silty sand <sup>G, H, I</sup>	
			Fines classify as CL or CH	SC	Clayey sand <sup>G, H, I</sup>	
<b>Fine-Grained Soils:</b> 50% or more passes the No. 200 sieve	<b>Silts and Clays:</b> Liquid limit less than 50	<b>Inorganic:</b>	$PI > 7$ and plots on or above "A" line	CL	Lean clay <sup>K, L, M</sup>	
			$PI < 4$ or plots below "A" line <sup>J</sup>	ML	Silt <sup>K, L, M</sup>	
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OL	Organic clay <sup>K, L, M, N</sup>
			Liquid limit - not dried			Organic silt <sup>K, L, M, O</sup>
	<b>Silts and Clays:</b> Liquid limit 50 or more	<b>Inorganic:</b>	$PI$ plots on or above "A" line	CH	Fat clay <sup>K, L, M</sup>	
			$PI$ plots below "A" line	MH	Elastic Silt <sup>K, L, M</sup>	
		<b>Organic:</b>	Liquid limit - oven dried	< 0.75	OH	Organic clay <sup>K, L, M, P</sup>
			Liquid limit - not dried			Organic silt <sup>K, L, M, Q</sup>
	<b>Highly organic soils:</b>	Primarily organic matter, dark in color, and organic odor			PT	Peat

<sup>A</sup> Based on the material passing the 3-inch (75-mm) sieve.

<sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

<sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

<sup>D</sup> Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

<sup>F</sup> If soil contains  $\geq 15\%$  sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

<sup>H</sup> If fines are organic, add "with organic fines" to group name.

<sup>I</sup> If soil contains  $\geq 15\%$  gravel, add "with gravel" to group name.

<sup>J</sup> If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

<sup>K</sup> If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

<sup>L</sup> If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.

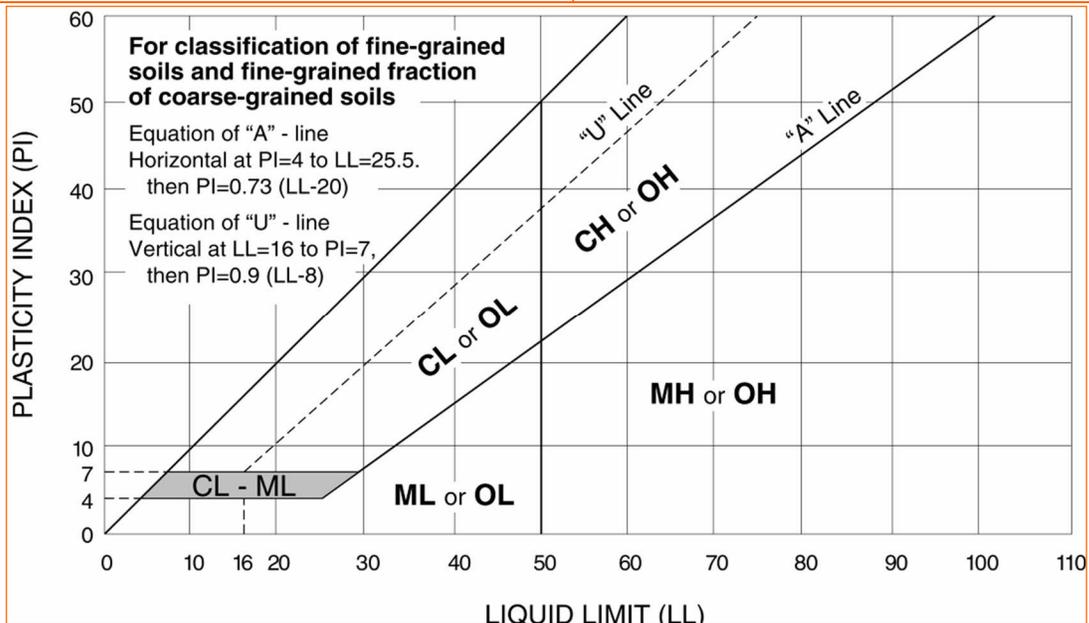
<sup>M</sup> If soil contains  $\geq 30\%$  plus No. 200, predominantly gravel, add "gravelly" to group name.

<sup>N</sup>  $PI \geq 4$  and plots on or above "A" line.

<sup>O</sup>  $PI < 4$  or plots below "A" line.

<sup>P</sup>  $PI$  plots on or above "A" line.

<sup>Q</sup>  $PI$  plots below "A" line.



## OPINION OF PROBABLE PROJECT COSTS



12/22/2021  
CITY OF CEDAR FALLS  
CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V  
118.1174.08B

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	2010-C	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
2	2010-D-1	Topsoil, On-site	224000	CY	\$ 4.00	\$ 896,000.00
3	2010-E	Excavation, Class 10	962200	CY	\$ 2.50	\$ 2,405,500.00
4	2010-E	Excavation, Class 10, Unsuitable or Unstable	400	CY	\$ 12.50	\$ 5,000.00
5	2010-G	Subgrade Preparation, 24"	23715	SY	\$ 4.00	\$ 94,860.00
6	2010-I	Subbase, Modified, 12"	23715	SY	\$ 11.00	\$ 260,865.00
7	2010-999-A	Temporary Granular Access Road	4622	SY	\$ 30.00	\$ 138,660.00
8	2010-L	Compaction Testing	1	LS	\$ 17,500.00	\$ 17,500.00
9	3010-C	Trench Foundation	186	TON	\$ 35.00	\$ 6,510.00
10	3010-D	Replacement of Unsuitable Backfill Material	325	CY	\$ 25.00	\$ 8,125.00
11	3010-F	Trench Compaction Testing	1	LS	\$ 40,000.00	\$ 40,000.00
12	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"	3604	LF	\$ 75.00	\$ 270,300.00
13	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 15"	251	LF	\$ 90.00	\$ 22,590.00
14	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"	530	LF	\$ 110.00	\$ 58,300.00
15	4010-C-1	Sanitary Sewer Force Main, Trenched, PVC, 1.5"	905	LF	\$ 40.00	\$ 36,200.00
16	4010-E	Sanitary Sewer Service Stub, PVC SDR 23.5, 6"	771	LF	\$ 55.00	\$ 42,405.00
17	4010-H	Removal of Sanitary Sewer, All Types and Sizes	150	LF	\$ 35.00	\$ 5,250.00
18	4020-A-1	Storm Sewer, Trenched, RCP, 15"	1433	LF	\$ 62.00	\$ 88,846.00
19	4020-A-1	Storm Sewer, Trenched, RCP, 18"	611	LF	\$ 67.00	\$ 40,937.00
20	4020-A-1	Storm Sewer, Trenched, RCP, 24"	2016	LF	\$ 85.00	\$ 171,360.00
21	4020-A-1	Storm Sewer, Trenched, RCP, 30"	855	LF	\$ 120.00	\$ 102,600.00
22	4020-A-1	Storm Sewer, Trenched, RCP, 36"	1495	LF	\$ 145.00	\$ 216,775.00
23	4020-A-1	Storm Sewer, Trenched, RCP, 42"	733	LF	\$ 180.00	\$ 131,940.00
24	4020-A-1	Storm Sewer, Trenched, RCP, 48"	195	LF	\$ 200.00	\$ 39,000.00
25	4020-D	Removal of Storm Sewer, All Types and Sizes	200	LF	\$ 25.00	\$ 5,000.00
26	4030-B	Pipe Apron, RCP, 15"	3	EA	\$ 1,500.00	\$ 4,500.00
27	4030-B	Pipe Apron, RCP, 18"	4	EA	\$ 1,750.00	\$ 7,000.00
28	4030-B	Pipe Apron, RCP, 24"	9	EA	\$ 2,500.00	\$ 22,500.00
29	4030-B	Pipe Apron, RCP, 30"	1	EA	\$ 3,000.00	\$ 3,000.00
30	4030-B	Pipe Apron, RCP, 36"	1	EA	\$ 4,000.00	\$ 4,000.00
31	4030-B	Pipe Apron, RCP, 42"	1	EA	\$ 5,000.00	\$ 5,000.00
32	4030-B	Pipe Apron, RCP, 48"	2	EA	\$ 6,000.00	\$ 12,000.00
33	4040-A	Subdrain, Type 1, 6"	10085	LF	\$ 7.00	\$ 70,595.00
34	4040-C	Subdrain Cleanout, Type A-1, 6"	24	EA	\$ 500.00	\$ 12,000.00
35	4040-D	Subdrain Outlets and Connections, CMP, 6"	84	EA	\$ 300.00	\$ 25,200.00
36	5010-A-1	Water Main, Trenched, 1"	920	LF	\$ 35.00	\$ 32,200.00
37	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	5125	LF	\$ 80.00	\$ 410,000.00
38	5010-D	Water Service Stub, DIP, 8"	6	EA	\$ 2,000.00	\$ 12,000.00
39	5020-A	Valve, Gate, 12"	10	EA	\$ 2,500.00	\$ 25,000.00
40	5020-C	Fire Hydrant Assembly	21	EA	\$ 5,000.00	\$ 105,000.00
41	6010-A	Manhole, SW-301, 48"	8	EA	\$ 4,000.00	\$ 32,000.00
42	6010-A	Manhole, SW-301, 60"	5	EA	\$ 6,500.00	\$ 32,500.00
43	6010-A	Manhole, SW-401, 48"	4	EA	\$ 4,000.00	\$ 16,000.00
44	6010-A	Manhole, SW-401, 60"	1	EA	\$ 5,500.00	\$ 5,500.00
45	6010-A	Manhole, SW-401, 72"	5	EA	\$ 7,000.00	\$ 35,000.00
46	6010-A	Manhole, SW-401, 84"	1	EA	\$ 8,500.00	\$ 8,500.00
47	6010-B	Intake, SW-501	6	EA	\$ 4,000.00	\$ 24,000.00
48	6010-B	Intake, SW-502, 48"	1	EA	\$ 5,000.00	\$ 5,000.00
49	6010-B	Intake, SW-502, 60"	2	EA	\$ 6,500.00	\$ 13,000.00
50	6010-B	Intake, SW-502, 84"	1	EA	\$ 9,500.00	\$ 9,500.00
51	6010-B	Intake, SW-502, 96"	4	EA	\$ 11,000.00	\$ 44,000.00
52	6010-B	Intake, SW-505	16	EA	\$ 7,000.00	\$ 112,000.00
53	6010-B	Intake, SW-506	6	EA	\$ 8,000.00	\$ 48,000.00
54	6010-B	Intake, SW-507	1	EA	\$ 6,000.00	\$ 6,000.00
55	6010-B	Intake, SW-508	1	EA	\$ 6,500.00	\$ 6,500.00
56	6010-B	Intake, SW-509	2	EA	\$ 7,500.00	\$ 15,000.00
57	6010-B	Intake, SW-510	2	EA	\$ 9,500.00	\$ 19,000.00
58	6010-B	Intake, SW-512, 24" DIA	1	EA	\$ 3,000.00	\$ 3,000.00
59	6010-B	Intake, SW-513, 3' x 3'	2	EA	\$ 3,000.00	\$ 6,000.00
60	6010-B	Intake, SW-513, 4' x 4'	1	EA	\$ 5,000.00	\$ 5,000.00
61	6010-B	Intake, SW-513, 5' x 5'	1	EA	\$ 7,000.00	\$ 7,000.00
62	6010-B	Intake, SW-513, 6' x 6'	4	EA	\$ 8,500.00	\$ 34,000.00
63	6010-G	Connection to Existing Intake	1	EA	\$ 500.00	\$ 500.00

ITEM NO.	ITEM CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
64	6010-C-2	External Drop Connection	1	EA	\$ 4,000.00	\$ 4,000.00
65	SP-6010-I	Grinder Pump Station	1	LS	\$ 60,000.00	\$ 60,000.00
66	7010-A	Pavement, PCC, 9", W/ CD Baskets	20075	SY	\$ 50.00	\$ 1,003,750.00
67	7020-B	Pavement, HMA, 6"	110	SY	\$ 65.00	\$ 7,150.00
68	7030-E	Sidewalk, PCC, 4"	841	SY	\$ 55.00	\$ 46,255.00
69	7030-E	Sidewalk, PCC, 5"	225	SY	\$ 60.00	\$ 13,500.00
70	7030-E	Sidewalk, PCC, 6"	110	SY	\$ 70.00	\$ 7,700.00
71	7030-G	Detectable Warnings	180	SF	\$ 50.00	\$ 9,000.00
72	7030-H-1	Driveway, Paved, PCC, 7"	68	SY	\$ 68.00	\$ 4,624.00
73	7030-H-2	Driveway, Granular	1074	SY	\$ 15.00	\$ 16,110.00
74	7040-H	Pavement Removal, PCC	184	SY	\$ 25.00	\$ 4,600.00
75	7040-H	Pavement Removal, Sealcoat	107	SY	\$ 15.00	\$ 1,605.00
76	8020-B	Painted Pavement Markings, Solvent/Waterborne	52	STA	\$ 100.00	\$ 5,200.00
77	8030-A	Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
78	SP-8940-A	Sign Panels	127	SF	\$ 20.00	\$ 2,540.00
79	SP-8940-B	Sign Posts	198	LF	\$ 35.00	\$ 6,930.00
80	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Turf Seed	6	ACRE	\$ 3,000.00	\$ 18,300.00
81	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Native Seed	22	ACRE	\$ 2,500.00	\$ 53,750.00
82	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Erosion Control Mix	164	ACRE	\$ 2,000.00	\$ 327,600.00
83	9030-C	Landscaping	1	LS	\$ 175,000.00	\$ 175,000.00
84	9040-A-2	SWPPP Management	1	LS	\$ 10,000.00	\$ 10,000.00
85	9040-D-1	Filter Sock, 8"	10000	LF	\$ 3.00	\$ 30,000.00
86	9040-D-2	Filter Sock, Removal	10000	LF	\$ 1.00	\$ 10,000.00
87	9040-E-0	Temporary RECP, Type 2.C	36000	SY	\$ 2.00	\$ 72,000.00
88	9040-J-0	Rip Rap, Class E	245	TON	\$ 70.00	\$ 17,150.00
89	9040-N-1	Silt Fence or Silt Fence Ditch Check	40000	LF	\$ 1.00	\$ 40,000.00
90	9040-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	40000	LF	\$ 1.00	\$ 40,000.00
91	9040-Q-2	Erosion Control Mulching	6	ACRE	\$ 2,250.00	\$ 13,725.00
92	9040-T-1	Inlet Protection Device	45	EA	\$ 150.00	\$ 6,750.00
93	11,020-A	Mobilization	1	LS	\$ 350,000.00	\$ 350,000.00

**BASE BID TOTAL (ROUNDED): \$ 8,714,000.00**

# Daily Invoices for Council Meeting 01/03/22

Item 23.

PREPARED 12/28/2021, 9:02:55  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
987		06/22 AP		12/15/21	0396512	ROEDING, LISA	28.87			12/17/21
						RMB:TUBS FOR FLOOD STUFF				
						ACCOUNT TOTAL	28.87	.00	28.87	
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1001		06/22 AP		12/08/21	0396513	BALVANZ, BRENDA	55.74			12/21/21
						RMB:PLANNER PAGES				
						ACCOUNT TOTAL	55.74	.00	55.74	
101-1038-441.81-32						PROFESSIONAL SERVICES / TUITION ASSISTANCE				
1001		06/22 AP		12/16/21	0396517	GETZ, JOSH	1,410.00			12/21/21
						TUITION REIMBURSEMENT				
966		06/22 AP		12/10/21	0396506	REIMERS, LIESEL	4,254.45			12/15/21
						TUITION REIMBURSEMENT				
						CRIMINAL JUSTICE/JUV.DEL.				
						ACCOUNT TOTAL	5,664.45	.00	5,664.45	
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				
987		06/22 AP		06/30/21	0396511	REGISTER MEDIA	311.35			12/17/21
						JOB AD:LAND SURVEYOR-6/3				
						DIGITAL AD-REDO CK#137697				
987		06/22 AP		06/30/21	0396511	REGISTER MEDIA	208.35			12/17/21
						JOB AD:LAND SURVEYOR-6/3				
						DIGITAL AD-REDO CK#137697				
						ACCOUNT TOTAL	519.70	.00	519.70	
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
987		06/22 AP		11/15/21	0396510	PETTY CASH	10.00			12/17/21
						RMB:PARKING-AWARD BANQUET				
						DES MOINES-RON & SHANE				
						ACCOUNT TOTAL	10.00	.00	10.00	
101-1199-421.31-11						HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS				
1015		06/22 AP		10/30/21	0396529	KAPAYOU, DAZEGON	280.00			12/27/21
						RMB:ARTWORK SOLD				
						"OMNIREVERB"				
1015		06/22 AP		10/21/21	0396530	KELLEY, GARY	486.50			12/27/21
						RMB:ARTWORK SOLD				
						"THE PROPHET"				
						ACCOUNT TOTAL	766.50	.00	766.50	
101-2245-442.89-79						MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE				
1001		06/22 AP		12/20/21	0396519	RODNEY & RICKI DIESER	5,000.00			12/21/21

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442.89-79						MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE 1/2 DNPMT.RENT.CONV.INCNT 610 WEST 28TH STREET				continued
						ACCOUNT TOTAL	5,000.00	.00	5,000.00	
101-2253-423.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	5,097.08			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	5,097.08	.00	5,097.08	
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	939.86			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	939.86	.00	939.86	
101-2253-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
1015		06/22 AP		12/21/21	0396533	WILLIAM BOELTS	40.00			12/27/21
						REFUND-REC MEMBERSHIP				
						ACCOUNT TOTAL	40.00	.00	40.00	
101-2280-423.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	1,188.50			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	1,188.50	.00	1,188.50	
101-2280-423.89-01						MISCELLANEOUS SERVICES / MISCELLANEOUS				
1015		06/22 AP		11/30/21	0396532	SKEENS, HEATHER	94.11			12/27/21
						RMB:TARP FOR EXHIBITION				
						ACCOUNT TOTAL	94.11	.00	94.11	
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1015		06/22 AP		12/15/21	0396526	ANDERSEN, ZACH	20.33			12/27/21
						RMB:MEAL-FF1 TESTING DES MOINES				
						ACCOUNT TOTAL	20.33	.00	20.33	
101-4511-414.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	5,357.77			12/17/21

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.85-01						UTILITIES / UTILITIES UTILITIES THRU 11/25/21				continued
						ACCOUNT TOTAL	5,357.77	.00	5,357.77	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES 987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	175.78			12/17/21
						ACCOUNT TOTAL	175.78	.00	175.78	
101-5521-415.85-01						UTILITIES / UTILITIES 987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	3,425.14			12/17/21
						ACCOUNT TOTAL	3,425.14	.00	3,425.14	
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS 987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	103.44			12/17/21
						ACCOUNT TOTAL	103.44	.00	103.44	
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 1001 06/22 AP 12/06/21 0396516 FERGUSON, CLINTON RMB:UNIFORM ALLOWANCE UNDER ARMOUR	152.58			12/21/21
						ACCOUNT TOTAL	152.58	.00	152.58	
101-6613-433.85-01						UTILITIES / UTILITIES 987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	285.37			12/17/21
						ACCOUNT TOTAL	285.37	.00	285.37	
101-6616-446.85-01						UTILITIES / UTILITIES 987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	11,108.00			12/17/21
						ACCOUNT TOTAL	11,108.00	.00	11,108.00	
101-6623-423.85-01						UTILITIES / UTILITIES 987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES	1,695.75			12/17/21

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6623-423.85-01 UTILITIES / UTILITIES							continued			
UTILITIES THRU 11/25/21										
ACCOUNT TOTAL							1,695.75	.00	1,695.75	
101-6633-423.85-01 UTILITIES / UTILITIES										
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	1,776.35			12/17/21
UTILITIES THRU 11/25/21										
ACCOUNT TOTAL							1,776.35	.00	1,776.35	
FUND TOTAL							43,505.32	.00	43,505.32	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES										
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	4,711.29			12/17/21
UTILITIES THRU 11/25/21										
ACCOUNT TOTAL							4,711.29	.00	4,711.29	
206-6647-436.85-01 UTILITIES / UTILITIES										
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	2,276.99			12/17/21
UTILITIES THRU 11/25/21										
ACCOUNT TOTAL							2,276.99	.00	2,276.99	
FUND TOTAL							6,988.28	.00	6,988.28	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1001		06/22 AP		12/20/21	0004698	BLACK HAWK CO.RECORDER	12.00			12/21/21
RCD:SATISFACT.& DISCHARGE										
RODNEY & RICKI DIESER										
ACCOUNT TOTAL							12.00	.00	12.00	
FUND TOTAL							12.00	.00	12.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
1001		06/22 AP		12/17/21	0396520	SIMPSON, MARK ANNOUNCER	200.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/17/21	0396518	LONGNECKER, JEREMIAH ANNOUNCER	200.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/17/21	0396515	DEWITT, JASON CAMERA OPERATOR	180.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/17/21	0396522	SURMA, JOSEPH EDWARD CAMERA OPERATOR	180.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/17/21	0396521	STOW, CHRISTIAN CAMERA OPERATOR	180.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/17/21	0396523	THORN, KEVIN CAMERA OPERATOR	180.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/16/21	0396515	DEWITT, JASON CAMERA OPERATOR	90.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/16/21	0396522	SURMA, JOSEPH EDWARD CAMERA OPERATOR	90.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/16/21	0396521	STOW, CHRISTIAN CAMERA OPERATOR	90.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/16/21	0396514	BENSON, ERIC CAMERA OPERATOR	90.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/16/21	0396525	WILLIAMS, BRETT L ANNOUNCER	100.00			12/21/21
PROJECT#: 759										
1001		06/22 AP		12/16/21	0396520	SIMPSON, MARK ANNOUNCER	120.00			12/21/21
PROJECT#: 759										
ACCOUNT TOTAL							1,700.00	.00	1,700.00	
FUND TOTAL							1,700.00	.00	1,700.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	15.75			12/17/21
						ACCOUNT TOTAL	15.75	.00	15.75	
						FUND TOTAL	15.75	.00	15.75	
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	873.56			12/17/21
						ACCOUNT TOTAL	873.56	.00	873.56	
						FUND TOTAL	873.56	.00	873.56	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES UTILITIES THRU 11/25/21	107.45			12/17/21
						ACCOUNT TOTAL	107.45	.00	107.45	
						FUND TOTAL	107.45	.00	107.45	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										

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 CITY OF CEDAR FALLS

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
						438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT				
						1015 06/22 AP 12/22/21 0396528 BLACK HAWK CO.RECORDER	27.00			12/27/21
						3228-GREENHILL/S.MAIN INT TEMP.EASE.-FAREWAY STORES				
						PROJECT#: 023228				
						ACCOUNT TOTAL	27.00	.00	27.00	
						FUND TOTAL	27.00	.00	27.00	
FUND 439						2008 BOND FUND				
FUND 443						CAPITAL PROJECTS				
						443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION				
						987 06/22 AP 11/25/21 0396508 CEDAR FALLS UTILITIES	382.98			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	382.98	.00	382.98	
						FUND TOTAL	382.98	.00	382.98	
FUND 472						PARKADE RENOVATION				
FUND 473						SIDEWALK ASSESSMENT				
FUND 483						ECONOMIC DEVELOPMENT				
FUND 484						ECONOMIC DEVELOPMENT LAND				
FUND 541						2018 STORM WATER BONDS				
FUND 544						2008 SEWER BONDS				
FUND 545						2006 SEWER BONDS				
FUND 546						SEWER IMPROVEMENT FUND				
FUND 547						SEWER RESERVE FUND				
FUND 548						1997 SEWER BOND FUND				
FUND 549						1992 SEWER BOND FUND				
FUND 550						2000 SEWER BOND FUND				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	4,834.02			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	4,834.02	.00	4,834.02	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	6,093.34			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	6,093.34	.00	6,093.34	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1015		06/22 AP		12/15/21	0396527	BLACK HAWK CO.LANDFILL	23,104.46			12/27/21
						LANDFILL SRV:12/1-12/15				12/1-12/15/21
						ACCOUNT TOTAL	23,104.46	.00	23,104.46	
						FUND TOTAL	34,031.82	.00	34,031.82	
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01						UTILITIES / UTILITIES				
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	16,255.79			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	16,255.79	.00	16,255.79	
552-6665-436.85-01 UTILITIES / UTILITIES										
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	19,128.71			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	19,128.71	.00	19,128.71	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
1015		06/22 AP		12/15/21	0396527	BLACK HAWK CO.LANDFILL	46.90			12/27/21
						LANDFILL SRV:12/1-12/15				12/1-12/15/21
						ACCOUNT TOTAL	46.90	.00	46.90	
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
987		06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	6,093.33			12/17/21
						UTILITIES THRU 11/25/21				
						ACCOUNT TOTAL	6,093.33	.00	6,093.33	

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
					FUND TOTAL		41,524.73	.00	41,524.73
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
		555-6630-432.85-01			UTILITIES / UTILITIES				
	987	06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	107.03		12/17/21
						UTILITIES THRU 11/25/21			
					ACCOUNT TOTAL		107.03	.00	107.03
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
	987	06/22 AP		11/25/21	0396508	CEDAR FALLS UTILITIES	6,093.33		12/17/21
						UTILITIES THRU 11/25/21			
					ACCOUNT TOTAL		6,093.33	.00	6,093.33
					FUND TOTAL		6,200.36	.00	6,200.36
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
		606-1078-441.81-43			PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES				
	987	06/22 AP		12/10/21	0396509	CEDAR FALLS UTILITIES	15.00		12/17/21
						LIBRARY DOMAIN NAME			
						STATIC IP ADDRESS			
					ACCOUNT TOTAL		15.00	.00	15.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
	1001	06/22 AP		12/06/21	0396524	U.S. CELLULAR	32.09		12/21/21
						CELL PHONE:12/6-1/5/22			
					ACCOUNT TOTAL		32.09	.00	32.09
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
	987	06/22 AP		12/10/21	0396509	CEDAR FALLS UTILITIES	3,320.00		12/17/21
						FIBER POINT:11/11-12/10			
						11/11-12/10/21			
					ACCOUNT TOTAL		3,320.00	.00	3,320.00
					FUND TOTAL		3,367.09	.00	3,367.09

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GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 680 HEALTH INSURANCE FUND											
FUND 681 HEALTH SEVERANCE											
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS											
1015		06/22 AP		12/22/21	0396534	WINTERBERG, PATSY	528.90			12/27/21	
		RMB:JAN-MAR'22		HEALTH SEV		MEDICARE SUPPL.-PATSY					
1015		06/22 AP		12/22/21	0396534	WINTERBERG, PATSY	649.20			12/27/21	
		RMB:JAN-MAR'22		HEALTH SEV		MEDICARE SUPPL.-GAYLEN					
1015		06/22 AP		12/21/21	0396531	LUX, JOSH	106.97			12/27/21	
		RMB:HEALTH SEV.1/2		NOV'21							
1015		06/22 AP		12/21/21	0396531	LUX, JOSH	106.97			12/27/21	
		RMB:HEALTH SEV.1/2		DEC'21							
966		06/22 AP		12/13/21	0396504	ANDERSON, ALETA L.	148.50			12/15/21	
		RMB:NOV.2021		HEALTH SEV.		MEDICARE-ALETA					
966		06/22 AP		12/13/21	0396504	ANDERSON, ALETA L.	148.50			12/15/21	
		RMB:NOV.2021		HEALTH SEV.		MEDICARE-RICHARD					
966		06/22 AP		12/06/21	0396505	LUX, JOSH	106.97			12/15/21	
		RMB:HEALTH SEV.1/2		NOV'21							
966		06/22 AP		12/06/21	0396505	LUX, JOSH	106.97			12/15/21	
		RMB:HEALTH SEV.1/2		DEC'21							
		ACCOUNT TOTAL						1,902.98	.00	1,902.98	
		FUND TOTAL						1,902.98	.00	1,902.98	
FUND 682 HEALTH INSURANCE - FIRE											
FUND 685 VEHICLE MAINTENANCE FUND											
FUND 686 PAYROLL FUND											
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE											
966		06/22 AP		12/15/21	0396507	TEAMSTERS LOCAL #238	4,751.28			12/15/21	
		UNION DUES-DECEMBER 2021									
		ACCOUNT TOTAL						4,751.28	.00	4,751.28	
		FUND TOTAL						4,751.28	.00	4,751.28	
FUND 687 WORKERS COMPENSATION FUND											
FUND 688 LTD INSURANCE FUND											
FUND 689 LIABILITY INSURANCE FUND											
FUND 724 TRUST & AGENCY											
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											
FUND 729 HILLSIDE CEMETERY P-CARE											

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GROUP	PO	ACCTG	-----TRANSACTION-----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT -----
FUND 790	FLOOD	LEVY							
					GRAND TOTAL		145,390.60	.00	145,390.60

# Council Invoices for Council Meeting 01/03/22

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
993		07/22 AP	12/15/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	111.48			12/28/21
							BOXES				
993		07/22 AP	12/14/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	2.56			12/28/21
							LABELS				
993		07/22 AP	12/13/21	0000000			PARKADE PRINTER, INC.	27.91			12/28/21
							#10 NON WINDOW ENVELOPES				
							ACCOUNT TOTAL	141.95	.00	141.95	
101-1008-441.87-01 RENTALS / RENTALS											
993		07/22 AP	12/14/21	0000000			QUADIENT, INC.	162.00			12/28/21
							POSTAGE METER RENTAL				1/13/22-4/12/22
							ACCOUNT TOTAL	162.00	.00	162.00	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
993		07/22 AP	12/15/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	1.88			12/28/21
							PEN REFILLS				
993		07/22 AP	12/15/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	33.03			12/28/21
							BOXES				
993		07/22 AP	12/14/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	.75			12/28/21
							LABELS				
							ACCOUNT TOTAL	35.66	.00	35.66	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
993		07/22 AP	12/15/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	111.49			12/28/21
							BOXES				
993		07/22 AP	12/14/21	0000000			OFFICE EXPRESS OFFICE PRODUCT	2.54			12/28/21
							LABELS				
993		07/22 AP	12/13/21	0000000			PARKADE PRINTER, INC.	2.32			12/28/21
							#10 NON WINDOW ENVELOPES				
993		07/22 AP	12/13/21	0000000			PARKADE PRINTER, INC.	27.89			12/28/21
							#10 NON WINDOW ENVELOPES				
							ACCOUNT TOTAL	144.24	.00	144.24	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
993		07/22 AP	12/23/21	0000000			CEDAR VALLEY SHRM	100.00			12/28/21
							2022 MEMBERSHIP-K AGUIAR				
							ACCOUNT TOTAL	100.00	.00	100.00	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
993		07/22	AP	12/15/21	0000000	OFFICE EXPRESS OFFICE PRODUCT BOXES	33.03			12/28/21
993		07/22	AP	12/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT LABELS	.75			12/28/21
993		07/22	AP	12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	34.86			12/28/21
ACCOUNT TOTAL							68.64	.00	68.64	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
993		07/22	AP	12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	2.32			12/28/21
ACCOUNT TOTAL							2.32	.00	2.32	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
993		07/22	AP	12/24/21	0000000	CEDAR VALLEY SAVER, INC. JOB AD:FACILITY ASSISTANT 12/23/21 DISPLAY/WEB ADS	75.00			12/28/21
ACCOUNT TOTAL							75.00	.00	75.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
993		07/22	AP	12/15/21	0000000	OFFICE EXPRESS OFFICE PRODUCT BOXES	20.65			12/28/21
993		07/22	AP	12/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT LABELS	.47			12/28/21
993		07/22	AP	12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	2.32			12/28/21
ACCOUNT TOTAL							23.44	.00	23.44	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
993		07/22	AP	01/01/22	0000000	AHLERS AND COONEY, P.C. LEGAL SERVICES-JAN'22	3,900.00			12/28/21
993		07/22	AP	01/01/22	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-JAN'22	2,600.00			12/28/21
ACCOUNT TOTAL							6,500.00	.00	6,500.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
993		07/22	AP	01/01/22	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-JAN'22	1,000.00			12/28/21
ACCOUNT TOTAL							1,000.00	.00	1,000.00	

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FUND 101 GENERAL FUND										
101-1048-993	441.83-04	07/22 AP		12/14/21	0000000	TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS CEDAR VALLEY SHRM 2022 MEMBERSHIP-C SOLE	100.00			12/28/21
ACCOUNT TOTAL							100.00	.00	100.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
101-1118-993	441.71-01	07/22 AP		12/15/21	0000000	OFFICE EXPRESS OFFICE PRODUCT BOXES	33.03			12/28/21
993		07/22 AP		12/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT LABELS	.75			12/28/21
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	2.32			12/28/21
ACCOUNT TOTAL							36.10	.00	36.10	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
101-1158-993	441.71-01	07/22 AP		12/15/21	0000000	OFFICE EXPRESS OFFICE PRODUCT BOXES	16.52			12/28/21
993		07/22 AP		12/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT LABELS	.38			12/28/21
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	2.32			12/28/21
ACCOUNT TOTAL							19.22	.00	19.22	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
101-1199-1005	421.31-10	07/22 AP		12/21/21	0000000	SLICK, DUANE ORIGINAL ART ACQUISITION FOR PERMANENT COLLECTION	4,000.00			12/28/21
1005		07/22 AP		12/16/21	0000000	PAULS, SARAH COVER DESIGN FOR NUHN PUBLICATION-GRANT	350.00			12/28/21
1005		07/22 AP		12/14/21	0000000	GROTH, ROBYN HANDMADE PUBLICATION OF NUHN PUBLICATION-GRANT	400.00			12/28/21
1005		07/22 AP		12/14/21	0000000	FINAL THURSDAY PRESS NUHN BOOK PUBLICATION GRANT FUND	598.00			12/28/21
ACCOUNT TOTAL							5,348.00	.00	5,348.00	
101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED										
101-1199-993	431.88-01	07/22 AP		01/01/22	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY22-3RD QTR	8,792.50			12/28/21
ACCOUNT TOTAL							8,792.50	.00	8,792.50	
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC										

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FUND 101 GENERAL FUND										
101-1199-431.88-02						OUTSIDE AGENCIES / MET-RTC				
993		07/22 AP		01/01/22	0000000	METROPOLITAN TRANSIT AUTHORIT	5,860.00			12/28/21
						PAYMENT FOR FY22-3RD QTR				
						ACCOUNT TOTAL	5,860.00	.00	5,860.00	
continued										
101-1199-431.88-11						OUTSIDE AGENCIES / MET TRANSIT AUTHORITY				
993		07/22 AP		01/01/22	0000000	METROPOLITAN TRANSIT AUTHORIT	83,267.50			12/28/21
						PAYMENT FOR FY22-3RD QTR				
						ACCOUNT TOTAL	83,267.50	.00	83,267.50	
101-1199-431.88-12						OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT				
993		07/22 AP		01/01/22	0000000	VEHICLE MAINTENANCE FUND	4,107.50			12/28/21
						PAYMENT FOR FY22-3RD QTR				
						ACCOUNT TOTAL	4,107.50	.00	4,107.50	
101-1199-431.88-19						OUTSIDE AGENCIES / MET-ROUTE 9				
993		07/22 AP		01/01/22	0000000	METROPOLITAN TRANSIT AUTHORIT	8,677.50			12/28/21
						PAYMENT FOR FY22-3RD QTR				
						ACCOUNT TOTAL	8,677.50	.00	8,677.50	
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
993		07/22 AP		12/14/21	0000000	COURIER LEGAL COMMUNICATIONS	17.85			12/28/21
						PH NTC-WARDS & PRECINCT BOUNDRIES				
993		07/22 AP		12/01/21	0000000	COURIER LEGAL COMMUNICATIONS	663.39			12/28/21
						11/15/21 CC MTG.MIN/BILLS				
						ACCOUNT TOTAL	681.24	.00	681.24	
101-1199-441.81-11						PROFESSIONAL SERVICES / ELECTION				
993		07/22 AP		12/17/21	0000000	BLACK HAWK CO.AUDITOR	20,000.00			12/28/21
						11/2/21 ELECTION EXPENSE				
						ACCOUNT TOTAL	20,000.00	.00	20,000.00	
101-2205-432.72-19						OPERATING SUPPLIES / PRINTING				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC.	2.32			12/28/21
						#10 NON WINDOW ENVELOPES				
						ACCOUNT TOTAL	2.32	.00	2.32	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2205-432.88-10						OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH				
993		07/22 AP		01/01/22	0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00			12/28/21
						PAYMENT FOR FY22-3RD QTR				
						ACCOUNT TOTAL	3,250.00	.00	3,250.00	
101-2205-432.88-38						OUTSIDE AGENCIES / CEDAR VALLEY SOCCER				
993		07/22 AP		01/01/22	0000000	CEDAR VALLEY YOUTH SOCCER ASS	1,250.00			12/28/21
						PAYMENT FOR FY22-3RD QTR				
						ACCOUNT TOTAL	1,250.00	.00	1,250.00	
101-2235-412.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC.	11.62			12/28/21
						#10 NON WINDOW ENVELOPES				
992		07/22 AP		12/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.73			12/28/21
						RED & BLACK SHARPIES				
992		07/22 AP		12/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	46.01			12/28/21
						LETTER & 11X17 COPY PAPER				
						ACCOUNT TOTAL	63.36	.00	63.36	
101-2235-412.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
994		07/22 AP		10/13/21	0000000	INTERNATL.ASSOC.ELEC.INSPECTO	120.00			12/28/21
						IAEI MEMBERSHIP-M.STURM				
						1 YR PROFESSIONAL MEMBER				
						ACCOUNT TOTAL	120.00	.00	120.00	
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC.	34.86			12/28/21
						#10 NON WINDOW ENVELOPES				
						ACCOUNT TOTAL	34.86	.00	34.86	
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1012		07/22 AP		12/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	133.68			12/28/21
						PENS,STAPLER,COPY PAPER				
						ACCOUNT TOTAL	133.68	.00	133.68	
101-2253-423.73-55						OTHER SUPPLIES / MEDIA				
1012		07/22 AP		11/29/21	0000000	ICAN, INC.	400.00			12/28/21
						REC CENTER MEDIA ADS				
						ACCOUNT TOTAL	400.00	.00	400.00	

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FUND 101 GENERAL FUND										
101-2253-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1012		07/22 AP		12/03/21	0000000	ARAMARK	17.50			12/28/21
						REC CENTER RUGS				
1012		07/22 AP		11/03/21	0000000	TREADMILL HEROES	1,575.00			12/28/21
						TREADMILL MAINTENANCE				
						ACCOUNT TOTAL	1,592.50	.00	1,592.50	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1012		07/22 AP		12/17/21	0000000	ARAMARK	17.50			12/28/21
						REC CENTER RUGS				
1012		07/22 AP		12/10/21	0000000	ARAMARK	17.50			12/28/21
						REC CENTER RUGS				
1012		07/22 AP		12/01/21	0000000	IWMC	58.00			12/28/21
						REC CENTER WATER WORKS				
						ACCOUNT TOTAL	93.00	.00	93.00	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
1012		07/22 AP		11/30/21	0000000	ACCO UNLIMITED CORPORATION	32.92			12/28/21
						INJECTOR VALVES- FALLS				
						ACCOUNT TOTAL	32.92	.00	32.92	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1005		07/22 AP		12/16/21	0000000	SIGNS BY TOMORROW	42.25			12/28/21
						NIGHT SOUND CONSIDERED VINYL				
						ACCOUNT TOTAL	42.25	.00	42.25	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1005		07/22 AP		12/10/21	0000000	ARAMARK	9.16			12/28/21
						RUG SERVICE				
						ACCOUNT TOTAL	9.16	.00	9.16	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1005		07/22 AP		12/21/21	0000000	SLICK, DUANE	1,250.00			12/28/21
						ORIGINAL ART ACQUISITION FOR PERMANENT COLLECTION				
1005		07/22 AP		12/13/21	0000000	KAREN'S PRINT-RITE	263.00			12/28/21
						SECOND TOUCH POSTCARD FOR ANNUAL CAMPAIGN				
						ACCOUNT TOTAL	1,513.00	.00	1,513.00	

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FUND 101 GENERAL FUND										
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	4.65			12/28/21
						ACCOUNT TOTAL	4.65	.00	4.65	
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY				
1007		07/22 AP		12/17/21	0000000	ARAMARK TOWELS;MATS-PSS BUILDING	13.65			12/28/21
1007		07/22 AP		12/10/21	0000000	ARAMARK TOWELS-STATION #1	7.25			12/28/21
1007		07/22 AP		12/10/21	0000000	ARAMARK TOWELS;MATS-PSS BUILDING	13.65			12/28/21
						ACCOUNT TOTAL	34.55	.00	34.55	
101-4511-414.72-07						OPERATING SUPPLIES / EMS/RESCUE SUPPLIES				
1007		07/22 AP		12/14/21	0000000	CLIA LABORATORY PROGRAM CERTIF.FEE:5/3/22-5/2/24	180.00			12/28/21
						ACCOUNT TOTAL	180.00	.00	180.00	
101-4511-414.72-09						OPERATING SUPPLIES / EQUIPMENT REPAIR				
1007		07/22 AP		12/13/21	0000000	MENARDS-CEDAR FALLS RETURN-COUPLER PLUG KITS		15.68		12/28/21
1007		07/22 AP		12/07/21	0000000	MENARDS-CEDAR FALLS CABLE PULLER/COUPLER PLUG	64.98			12/28/21
						ACCOUNT TOTAL	64.98	15.68	49.30	
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES				
1007		07/22 AP		12/07/21	0000000	MENARDS-CEDAR FALLS DOOR STOP;DAWN DISH SOAP	16.41			12/28/21
						ACCOUNT TOTAL	16.41	.00	16.41	
101-4511-414.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1008		07/22 AP		12/20/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROFESSIONAL PHOTOS	195.00			12/28/21
1008		07/22 AP		12/20/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROFESSIONAL PHOTOS	130.00			12/28/21
1008		07/22 AP		12/20/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROFESSIONAL PHOTOS	130.00			12/28/21
1008		07/22 AP		12/20/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROFESSIONAL PHOTOS	142.50			12/28/21

GROUP NBR	PO NBR	ACCTG PER.	-----TRANSACTION----- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued		
ACCOUNT TOTAL						597.50	.00	597.50
101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH								
1008		07/22	AP 12/22/21	0000000	BLACK HAWK CO.AUDITOR	37,557.63		12/28/21
			FY22 Q3		CONSOLIDATED COMM			
ACCOUNT TOTAL						37,557.63	.00	37,557.63
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1007		07/22	AP 12/22/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00		12/28/21
					1 CERT.FEE-FIRE OFFICER 1			
					SAMUEL SHAFER			
1007		07/22	AP 12/17/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00		12/28/21
					1 CERT.FEE-HAZMAT			
					RETEST-JOHN KRAMER			
1007		07/22	AP 12/14/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00		12/28/21
					1 CERT.FEE-FIRE FIGHTER 2			
					ETHAN SCHULTZEN			
1007		07/22	AP 12/14/21	0000000	FIRE SERVICE TRNG. BUREAU	200.00		12/28/21
					2 CERT.FEE-HAZMAT & FF1			
					BAUMGARTNER/HANSON			
1007		07/22	AP 12/14/21	0000000	FIRE SERVICE TRNG. BUREAU	200.00		12/28/21
					2 CERT.FEE-HAZMAT & FF1			
					JENSEN/RYAN			
ACCOUNT TOTAL						550.00	.00	550.00
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
1007		07/22	AP 12/09/21	0000000	GALLS, LLC	159.95		12/28/21
					BOOTS-AUSTIN LECHTENBERG			
ACCOUNT TOTAL						159.95	.00	159.95
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
993		07/22	AP 12/13/21	0000000	PARKADE PRINTER, INC.	4.65		12/28/21
					#10 NON WINDOW ENVELOPES			
ACCOUNT TOTAL						4.65	.00	4.65
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1007		07/22	AP 12/17/21	0000000	ARAMARK	13.65		12/28/21
					TOWELS;MATS-PSS BUILDING			
1007		07/22	AP 12/10/21	0000000	ARAMARK	13.65		12/28/21
					TOWELS;MATS-PSS BUILDING			
1008		07/22	AP 11/29/21	0000000	HERITAGE ART GALLERY-WATERLOO	25.00		12/28/21
					PLAQUE-MIKE HAYES			
1008		07/22	AP 11/26/21	0000000	RASMUSSON CO., THE	75.00		12/28/21
					MOVE SCION TO P.W.			
					C9A6B0A			

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FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				continued
1008		07/22 AP		11/24/21	0000000	RASMUSSEN CO., THE	75.00			12/28/21
						MOVE CHARGER TO PSS BLDG. RECOVERED STOLEN VEHICLE				
						ACCOUNT TOTAL	202.30	.00	202.30	
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
1008		07/22 AP		12/15/21	0000000	GALLS, LLC	239.80			12/28/21
						HEARING PROTECTION FIREARMS SAFETY				
1008		07/22 AP		12/15/21	0000000	GALLS, LLC	612.19			12/28/21
						GUN MOUNTED LIGHTS-5 INVENTORY				
						ACCOUNT TOTAL	851.99	.00	851.99	
101-5521-415.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1008		07/22 AP		12/20/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY	130.00			12/28/21
						PROFESSIONAL PHOTOS SNYDER/ANDERSEN				
1008		07/22 AP		12/20/21	0000000	MCKENNA MCNELLY PHOTOGRAPHY	142.50			12/28/21
						PROFESSIONAL PHOTOS GROUP PHOTOS				
						ACCOUNT TOTAL	272.50	.00	272.50	
101-5521-415.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
1008		07/22 AP		12/22/21	0000000	BLACK HAWK CO.AUDITOR	76,253.37			12/28/21
						FY22 Q3 CONSOLIDATED COMM				
						ACCOUNT TOTAL	76,253.37	.00	76,253.37	
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1008		07/22 AP		12/10/21	0000000	SECRETARY, STATE OF IOWA	30.00			12/28/21
						RENEW NOTARY-G.CARMAN				
						ACCOUNT TOTAL	30.00	.00	30.00	
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
1008		07/22 AP		12/10/21	0000000	CEDAR BEND HUMANE SOCIETY	2,211.00			12/28/21
						NOV'21 ANIMAL SURRENDER				
						ACCOUNT TOTAL	2,211.00	.00	2,211.00	
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
967		07/22 AP		12/09/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	78.20			12/28/21
						SOAP AND LINERS				
						PROJECT#: 062507				

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES /						OPERATING SUPPLIES	continued			
967		07/22 AP		12/08/21	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	642.72			12/28/21
PROJECT#:		062503								
967		07/22 AP		12/08/21	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTERS	393.36			12/28/21
PROJECT#:		062507								
967		07/22 AP		12/08/21	0000000	O'DONNELL ACE HARDWARE TAPE	28.38			12/28/21
PROJECT#:		062501								
967		07/22 AP		12/08/21	0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUES,TOWELS,LINERS, SOAP	374.64			12/28/21
PROJECT#:		062501								
967		07/22 AP		12/08/21	0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUES,TOWELS,LINERS, SOAP	186.11			12/28/21
PROJECT#:		062506								
967		07/22 AP		12/08/21	0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUES,LINERS,TOWELS, SOAP	191.03			12/28/21
PROJECT#:		062507								
967		07/22 AP		12/01/21	0000000	MENARDS-CEDAR FALLS BROOM AND DUST PAN	11.98			12/28/21
PROJECT#:		062501								
ACCOUNT TOTAL							1,906.42	.00	1,906.42	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
967		07/22 AP		12/13/21	0000000	ULINE, INC. MOVING CART	307.02			12/28/21
PROJECT#:		062501								
ACCOUNT TOTAL							307.02	.00	307.02	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
967		07/22 AP		12/07/21	0000000	AIRE SERV.OF THE CEDAR VALLEY HVAC REPAIR AT RECYCLING CENTER	173.14			12/28/21
PROJECT#:		062506								
967		07/22 AP		12/01/21	0000000	ECHO GROUP, INC. LIGHT BULBS	321.25			12/28/21
PROJECT#:		062509								
967		07/22 AP		12/01/21	0000000	FERGUSON ENTERPRISES, INC. SUMP PUMP FLOAT	205.36			12/28/21
PROJECT#:		062511								
ACCOUNT TOTAL							699.75	.00	699.75	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
967		07/22 AP		11/29/21	0000000	PLUNKETT'S PEST CONTROL, INC	111.00			12/28/21

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FUND 101 GENERAL FUND										
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued				
PROJECT#: 062503										
ACCOUNT TOTAL							111.00	.00	111.00	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
995		07/22	AP	12/10/21	0000000	ARAMARK	28.80			12/28/21
PROJECT#: 062506										
995		07/22	AP	12/08/21	0000000	TK ELEVATOR CORPORATION	599.00			12/28/21
PROJECT#: 062505										
967		07/22	AP	11/30/21	0000000	INTECONNEX	237.50			12/28/21
PROJECT#: 062503										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	250.00			12/28/21
PROJECT#: 062506										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	425.00			12/28/21
PROJECT#: 062509										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	90.00			12/28/21
PROJECT#: 062505										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	595.00			12/28/21
PROJECT#: 062501										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	475.00			12/28/21
PROJECT#: 062503										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	213.00			12/28/21
PROJECT#: 062507										
967		07/22	AP	11/30/21	0000000	MILLER WINDOW SERVICE	885.00			12/28/21
PROJECT#: 062511										
967		07/22	AP	11/29/21	0000000	TK ELEVATOR CORPORATION	152.43			12/28/21
PROJECT#: 062501										
967		07/22	AP	11/29/21	0000000	TK ELEVATOR CORPORATION	152.43			12/28/21
PROJECT#: 062503										
967		07/22	AP	11/29/21	0000000	TK ELEVATOR CORPORATION	152.43			12/28/21
PROJECT#: 062505										
967		07/22	AP	11/29/21	0000000	TK ELEVATOR CORPORATION	152.46			12/28/21
PROJECT#: 062511										

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							continued			
ACCOUNT TOTAL							4,408.05	.00	4,408.05	
101-6616-446.94-32 CAPITAL PROJECTS / SUSTAINABILITY										
994		07/22 AP		12/09/21	0000000	PERKINS & WILL, INC CF RESILIENCE PLAN SERVICES THROUGH 11/30/21	1,710.00			12/28/21
PROJECT#:				023249						
994		07/22 AP		10/15/21	0000000	PERKINS & WILL, INC CF RESILIENCE PLAN	1,814.70			12/28/21
PROJECT#:				023249						
994		07/22 AP		08/02/21	0000000	PERKINS & WILL, INC CF RESILIENCE PLAN	1,710.00			12/28/21
PROJECT#:				023249						
ACCOUNT TOTAL							5,234.70	.00	5,234.70	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	46.48			12/28/21
992		07/22 AP		12/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT RED & BLACK SHARPIES	8.59			12/28/21
992		07/22 AP		12/07/21	0000000	OFFICE EXPRESS OFFICE PRODUCT LETTER & 11X17 COPY PAPER	46.00			12/28/21
992		07/22 AP		12/06/21	0000000	MENARDS-CEDAR FALLS 5 17GL & 10 27GL TOTES	219.70			12/28/21
ACCOUNT TOTAL							320.77	.00	320.77	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
992		07/22 AP		12/20/21	0000000	TERRACON CONSULTANTS, INC. 3257-WILD HORSE 5TH ADD. SERVICES THRU 12/11/21	276.92			12/28/21
PROJECT#:				023257						
992		07/22 AP		12/07/21	0000000	AECOM TECHNICAL SERVICES, INC 3282-2021 SURVEY SERVICES 11/06-12/03/21	13,015.14			12/28/21
PROJECT#:				023282						
ACCOUNT TOTAL							13,292.06	.00	13,292.06	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
967		07/22 AP		12/13/21	0000000	STOKES WELDING	23.98			12/28/21
967		07/22 AP		11/30/21	0000000	PRUNER SHEATHS CULLIGAN WATER CONDITIONING	8.74			12/28/21
967		07/22 AP		11/17/21	0000000	WATER JUGS FOR 606 UNION OUTDOOR & MORE RAKES	53.90			12/28/21

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
ACCOUNT TOTAL							86.62	.00	86.62
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
967		07/22 AP		11/19/21	0000000	COOLEY PUMPING, LLC PORTA POTTY EL DORADO PARK	115.00		12/28/21
ACCOUNT TOTAL							115.00	.00	115.00
FUND TOTAL							299,152.73	15.68	299,137.05
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
995		07/22 AP		12/01/21	0000000	VARITECH INDUSTRIES, INC. GPS SPEED SENSORS FOR FORCE AMERICAN SYSTEMS	963.35		12/28/21
967		07/22 AP		11/29/21	0000000	COMPASS MINERALS AMERICA ROAD SALT	2,121.20		12/28/21
967		07/22 AP		11/26/21	0000000	COMPASS MINERALS AMERICA ROAD SALT	2,123.75		12/28/21
ACCOUNT TOTAL							5,208.30	.00	5,208.30
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
967		07/22 AP		12/02/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR REPAIR ON LINCOLN STREET	336.38		12/28/21
967		07/22 AP		12/01/21	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR BOX OUTS PADDINGTON	759.00		12/28/21
ACCOUNT TOTAL							1,095.38	.00	1,095.38
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
992		07/22 AP		12/20/21	0000000	TERRACON CONSULTANTS, INC. 3240-W27TH SANITARY SEWER SERVICES THRU 12/11/21	107.80		12/28/21
PROJECT#:					023240				
992		07/22 AP		12/15/21	0000000	PIRC-TOBIN CONSTRUCTION INC. 3240-W27TH SANITARY SEWER	5,277.25		12/28/21
PROJECT#:					023240				
ACCOUNT TOTAL							5,385.05	.00	5,385.05
206-6637-436.93-01 EQUIPMENT / EQUIPMENT									
995		07/22 AP		07/06/21	0000000	HIWAY TRUCK EQUIPMENT INC.	21,578.03		12/28/21

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.93-01						EQUIPMENT / EQUIPMENT #244 DUMP BODY REPLACEMENT T VM00141				continued
						ACCOUNT TOTAL	21,578.03	.00	21,578.03	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
995				07/22	AP 12/07/21 0000000	MENARDS-CEDAR FALLS WINGNUTS,GLOVES	72.61			12/28/21
						ACCOUNT TOTAL	72.61	.00	72.61	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
967				07/22	AP 11/26/21 0000000	ECHO GROUP, INC. ELECTRICAL METER	427.37			12/28/21
						ACCOUNT TOTAL	427.37	.00	427.37	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS										
995				07/22	AP 12/13/21 0000000	XCESSORIES SQUARED DEV.& MFG. SIGN RIVETS	1,640.00			12/28/21
						ACCOUNT TOTAL	1,640.00	.00	1,640.00	
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										
967				07/22	AP 12/13/21 0000000	QUALITY STRIPING INC CONTRACT	37,537.00			12/28/21
967				07/22	AP 12/13/21 0000000	QUALITY STRIPING INC CONTRACT	6,460.00			12/28/21
967				07/22	AP 12/06/21 0000000	LASER LINE STRIPING & SWEEPIN CONTRACT PAINTING	2,620.00			12/28/21
						ACCOUNT TOTAL	46,617.00	.00	46,617.00	
						FUND TOTAL	82,023.74	.00	82,023.74	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
993				07/22	AP 12/13/21 0000000	PARKADE PRINTER, INC. #10 NON WINDOW ENVELOPES	2.32			12/28/21
						ACCOUNT TOTAL	2.32	.00	2.32	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
994		07/22 AP		12/10/21	0000000	IOWA NAHRO	100.00			12/28/21
						2022 AGENCY MEMBERSHIP				
						CF HOUSING CHOICE VOUCHER				
						ACCOUNT TOTAL	100.00	.00	100.00	
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
994		07/22 AP		11/30/21	0000000	ONE SOURCE THE BACKGROUND CHE	117.00			12/28/21
						NOVEMBER APPLICANTS SEC 8				
						3 BACKGROUNDS				
						ACCOUNT TOTAL	117.00	.00	117.00	
						FUND TOTAL	219.32	.00	219.32	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19						OPERATING SUPPLIES / PRINTING				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC.	2.32			12/28/21
						#10 NON WINDOW ENVELOPES				
						ACCOUNT TOTAL	2.32	.00	2.32	
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
992		07/22 AP		12/15/21	0000000	OEL CONSTRUCTION SERVICES, IN	2,015.18			12/28/21
						3248-CDBG'21 SIDEWALK INF				
PROJECT#:						023248				
992		07/22 AP		11/30/21	0000000	OEL CONSTRUCTION SERVICES, IN	35,025.47			12/28/21
						3248-CDBG'21 SIDEWALK INF				
PROJECT#:						023248				
						ACCOUNT TOTAL	37,040.65	.00	37,040.65	
						FUND TOTAL	37,042.97	.00	37,042.97	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
993		07/22 AP		12/15/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	33.03			12/28/21
						BOXES				
993		07/22 AP		12/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.75			12/28/21
						LABELS				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC.	2.32			12/28/21
						#10 NON WINDOW ENVELOPES				
						ACCOUNT TOTAL	36.10	.00	36.10	

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FUND 254 CABLE TV FUND										
FUND TOTAL							36.10	.00	36.10	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
993		07/22 AP		12/15/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	20.65			12/28/21
						BOXES				
993		07/22 AP		12/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	.47			12/28/21
						LABELS				
993		07/22 AP		12/13/21	0000000	PARKADE PRINTER, INC.	11.62			12/28/21
						#10 NON WINDOW ENVELOPES				
ACCOUNT TOTAL							32.74	.00	32.74	
258-5531-435.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
993		07/22 AP		12/20/21	0000000	CEDAR FALLS UTILITIES	4,877.63			12/28/21
						LIGHTING-3RD ST E PRKN LT				
ACCOUNT TOTAL							4,877.63	.00	4,877.63	
FUND TOTAL							4,910.37	.00	4,910.37	
FUND 261 TOURISM & VISITORS										
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1013		07/22 AP		12/17/21	0000000	ARAMARK	5.20			12/28/21
						MAT SERVICE				
1013		07/22 AP		12/10/21	0000000	ARAMARK	5.20			12/28/21
						MAT SERVICE				
ACCOUNT TOTAL							10.40	.00	10.40	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
1013		07/22 AP		12/09/21	0000000	COVER-ALL EMBROIDERY, INC.	10.00			12/28/21
						ADAM-EMBROIDERY CF LOGO				
ACCOUNT TOTAL							10.00	.00	10.00	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
1013		07/22 AP		12/14/21	0000000	SANDEE'S LIMITED	16.00			12/28/21
						2021 TOUR OF LIGHTS AWARD				
ACCOUNT TOTAL							16.00	.00	16.00	
FUND TOTAL							36.40	.00	36.40	

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FUND 262 SENIOR SERVICES & COMM CT											
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE					
901		07/22 AP		12/10/21	0000000	ARAMARK	5.20		12/28/21		
		COMM. CENTER MAT SERVICE									
901		07/22 AP		12/03/21	0000000	ARAMARK	5.20		12/28/21		
		COMM. CENTER MAT SERVICE									
901		07/22 AP		11/26/21	0000000	ARAMARK	5.20		12/28/21		
		COMM. CENTER MAT SERVICE									
901		07/22 AP		11/19/21	0000000	ARAMARK	5.20		12/28/21		
		COMM. CENTER MAT SERVICE									
		ACCOUNT TOTAL						20.80	.00	20.80	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING											
901		07/22 AP		12/20/21	0000000	SWALLOW, KIM	100.00		12/28/21		
		CERAMICS 4 HOLIDAY PARTY									
901		07/22 AP		12/08/21	0000000	MASMAR, MANDY SUE	100.00		12/28/21		
		SENIOR LINE DANCING FOR DECEMBER '21									
901		07/22 AP		12/07/21	0000000	NITPICKERS	300.00		12/28/21		
		NITPICKERS BAND PERFORM.									
		ACCOUNT TOTAL						500.00	.00	500.00	
		FUND TOTAL						520.80	.00	520.80	
FUND 291 POLICE FORFEITURE FUND											
FUND 292 POLICE RETIREMENT FUND											
FUND 293 FIRE RETIREMENT FUND											
FUND 294 LIBRARY RESERVE											
FUND 295 SOFTBALL PLAYER CAPITAL											
FUND 296 GOLF CAPITAL											
FUND 297 REC FACILITIES CAPITAL											
FUND 298 HEARST CAPITAL											
FUND 311 DEBT SERVICE FUND											
FUND 402 WASHINGTON PARK FUND											
FUND 404 FEMA											
FUND 405 FLOOD RESERVE FUND											
FUND 407 VISION IOWA PROJECT											
FUND 408 STREET IMPROVEMENT FUND											
FUND 410 CORONAVIRUS LOCAL RELIEF											
FUND 430 2004 TIF BOND											
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION					
992		07/22 AP		12/20/21	0000000	SNYDER & ASSOCIATES, INC.	13,350.00		12/28/21		
		3189-INDUSTRIAL PARK EXP. SERVICES THRU 11/30/21									
PROJECT#:		023189									
		ACCOUNT TOTAL						13,350.00	.00	13,350.00	

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FUND 430 2004 TIF BOND										
430-1220-431.97-82		07/22 AP		12/20/21	0000000	TIF BOND PROJECTS / STREETScape MAINTENANCE				
992		07/22 AP		12/20/21	0000000	OWEN CONTRACTING INC.	5,841.55			12/28/21
						3242-DWNTWN STREETS CP II				
PROJECT#:						023242				
						ACCOUNT TOTAL	5,841.55	.00	5,841.55	
						FUND TOTAL	19,191.55	.00	19,191.55	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.94-83		07/22 AP		12/06/21	0000000	CAPITAL PROJECTS / WEST 1ST STREET				
992		07/22 AP		12/06/21	0000000	TERRACON CONSULTANTS, INC.	865.80			12/28/21
						3118-W.1ST ST. RECONST.				
PROJECT#:						023118				
						ACCOUNT TOTAL	865.80	.00	865.80	
						FUND TOTAL	865.80	.00	865.80	
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.95-73		07/22 AP		12/15/21	0000000	BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION				
992		07/22 AP		12/15/21	0000000	COBALT CONTRACTING LC	32,423.54			12/28/21
						3266-'21 PUBLIC SIDEWALK				
PROJECT#:						023266				
						ACCOUNT TOTAL	32,423.54	.00	32,423.54	
438-1220-431.98-23		07/22 AP		12/15/21	0000000	CAPITAL PROJECTS / GREENHILL RD & S MAIN INT				
992		07/22 AP		12/15/21	0000000	SHIVE-HATTERY	7,269.10			12/28/21
						3228-GREENHILL/S MAIN INT				
PROJECT#:						023228				
						ACCOUNT TOTAL	7,269.10	.00	7,269.10	
438-1220-431.98-83		07/22 AP		12/20/21	0000000	CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON				
992		07/22 AP		12/20/21	0000000	TERRACON CONSULTANTS, INC.	2,501.94			12/28/21
						3171-CEDAR HEIGHTS RECON.				
PROJECT#:						023171				

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FUND 438 2020 BOND FUND										
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON continued										
992		07/22 AP		12/07/21	0000000	PETERSON CONTRACTORS	330,756.74			12/28/21
PROJECT#: 3171-CEDAR HEIGHTS RECON.										
023171										
ACCOUNT TOTAL							333,258.68	.00	333,258.68	
FUND TOTAL							372,951.32	.00	372,951.32	
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL										
994		07/22 AP		11/30/21	0000000	EMERGENT ARCHITECTURE	7,459.82			12/28/21
PROJECT#: 3231-CITY HALL REMODEL 11/01/21-11/30/21										
023231										
ACCOUNT TOTAL							7,459.82	.00	7,459.82	
FUND TOTAL							7,459.82	.00	7,459.82	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
995		07/22 AP		12/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	43.51			12/28/21
PAPER AND LABELS ENVELOPES										
ACCOUNT TOTAL							43.51	.00	43.51	
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
995		07/22 AP		12/13/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.48			12/28/21
CLIPBOARD FOR REFUSE										
995		07/22 AP		12/10/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	62.66			12/28/21
PAPER AND LABELS REFUSE										
ACCOUNT TOTAL							65.14	.00	65.14	

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FUND 551 REFUSE FUND										
551-6685-436.87-02				12/07/21	0000000	T & W GRINDING	17,500.00			12/28/21
995		07/22 AP				COMPOST CONTRACT OCT-DEC 2021				
ACCOUNT TOTAL							17,500.00	.00	17,500.00	
FUND TOTAL							17,608.65	.00	17,608.65	
FUND 552 SEWER RENTAL FUND										
552-6655-436.73-13				12/15/21	0000000	UTILITY EQUIPMENT COMPANY	265.44			12/28/21
995		07/22 AP				CONCRETE SPACERS FOR BOX OUTS				
ACCOUNT TOTAL							265.44	.00	265.44	
552-6665-436.72-05				12/15/21	0000000	O'DONNELL ACE HARDWARE	73.36			12/28/21
1004		07/22 AP				FUEL				
ACCOUNT TOTAL							73.36	.00	73.36	
552-6665-436.72-26				12/16/21	0000000	MIDLAND SCIENTIFIC, INC.	36.11			12/28/21
1004		07/22 AP				LAB SUPPLIES				
1004		07/22 AP		12/14/21	0000000	MIDLAND SCIENTIFIC, INC.	693.82			12/28/21
1004		07/22 AP		12/08/21	0000000	NORTH CENTRAL LABORATORIES	680.90			12/28/21
1004		07/22 AP		10/27/21	0000000	MIDLAND SCIENTIFIC, INC.	458.76			12/28/21
ACCOUNT TOTAL							1,869.59	.00	1,869.59	
552-6665-436.72-68				12/21/21	0000000	MSD ENVIRONMENTAL SERVICES, I	4,782.62			12/28/21
1004		07/22 AP				POLYMER				
ACCOUNT TOTAL							4,782.62	.00	4,782.62	
552-6665-436.73-05				12/20/21	0000000	MENARDS-CEDAR FALLS	58.85			12/28/21
1004		07/22 AP				NOZZLE AND SHOVEL				
1004		07/22 AP		12/17/21	0000000	O'DONNELL ACE HARDWARE	5.69			12/28/21
ACCOUNT TOTAL										

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
1004		07/22 AP		12/16/21	0000000	CONTINENTAL RESEARCH CORP.	198.85			12/28/21
		SUPPLIES CHEMICALS								
1004		07/22 AP		12/16/21	0000000	MENARDS-CEDAR FALLS	30.92			12/28/21
		SEALANT								
1004		07/22 AP		12/16/21	0000000	O'DONNELL ACE HARDWARE	17.69			12/28/21
		DOOR SEAL								
1004		07/22 AP		12/15/21	0000000	MENARDS-CEDAR FALLS	212.79			12/28/21
		SUPPLIES FOR DOOR INSTALL								
1004		07/22 AP		12/13/21	0000000	O'DONNELL ACE HARDWARE	119.02			12/28/21
		DRWAY MARKERS, BLADES, FOAM								
1004		07/22 AP		12/09/21	0000000	O'DONNELL ACE HARDWARE	24.99			12/28/21
		WIRE STRIPPER								
1004		07/22 AP		12/08/21	0000000	CAMPBELL SUPPLY WATERLOO	69.52			12/28/21
		SMALL SPRAYER								
1004		07/22 AP		12/08/21	0000000	MENARDS-CEDAR FALLS	152.62			12/28/21
		VARIOUS SUPPLIES								
1004		07/22 AP		12/07/21	0000000	CAMPBELL SUPPLY WATERLOO	113.60			12/28/21
		SCRUBS AND TOOLS								
1004		07/22 AP		11/22/21	0000000	ELECTRICAL ENGINEERING & EQUI	83.38			12/28/21
		CIRCUIT BREAKERS								
ACCOUNT TOTAL							1,087.92	.00	1,087.92	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
1004		07/22 AP		12/09/21	0000000	CAMPBELL SUPPLY WATERLOO	67.32			12/28/21
		ICE MELT								
1004		07/22 AP		12/08/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	203.52			12/28/21
		AIR FILTERS LIFT STATION								
1004		07/22 AP		11/30/21	0000000	CRESCENT ELECTRIC	45.01			12/28/21
		LIFT STATION ELECTRICAL								
ACCOUNT TOTAL							315.85	.00	315.85	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1004		07/22 AP		10/11/21	0000000	WESTECH ENGINEERING INC.	3,944.00			12/28/21
		TRICKLING FITTER ON SITE								
ACCOUNT TOTAL							3,944.00	.00	3,944.00	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1004		07/22 AP		12/17/21	0000000	ARAMARK	22.11			12/28/21
		RUGS								
1004		07/22 AP		12/10/21	0000000	ARAMARK	22.11			12/28/21
		RUGS								
ACCOUNT TOTAL							44.22	.00	44.22	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1004		07/22 AP		12/21/21	0000000 TESTAMERICA LABORATORIES, INC	660.00		12/28/21	
		WET TESTING							
1004		07/22 AP		12/13/21	0000000 TESTAMERICA LABORATORIES, INC	812.00		12/28/21	
		LAB TESTING							
ACCOUNT TOTAL						1,472.00	.00	1,472.00	
FUND TOTAL						13,855.00	.00	13,855.00	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
993		07/22 AP		12/13/21	0000000 PARKADE PRINTER, INC.	4.65		12/28/21	
		#10 NON WINDOW ENVELOPES							
992		07/22 AP		12/07/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	.75		12/28/21	
		RED & BLACK SHARPIES							
992		07/22 AP		12/07/21	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.84		12/28/21	
		LETTER & 11X17 COPY PAPER							
ACCOUNT TOTAL						10.24	.00	10.24	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
995		07/22 AP		12/15/21	0000000 UTILITY EQUIPMENT COMPANY	582.65		12/28/21	
		CASTING FOR 10TH AND WASH							
		INGTON							
995		07/22 AP		12/13/21	0000000 IRONSMITH INC	2,312.00		12/28/21	
		TREE GRATES SIDEWALK GRAT							
		ES FOR COLLEGE HILL							
ACCOUNT TOTAL						2,894.65	.00	2,894.65	
FUND TOTAL						2,904.89	.00	2,904.89	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
993		07/22 AP		12/13/21	0000000 PARKADE PRINTER, INC.	2.32		12/28/21	
		#10 NON WINDOW ENVELOPES							
ACCOUNT TOTAL						2.32	.00	2.32	
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
993		07/22 AP		12/14/21	0000000 MUNICIPAL CODE CORPORATION	5,600.00		12/28/21	
		ANNUAL SUBSC.RENEWAL							
		12/01/21-11/30/22							
993		07/22 AP		12/07/21	0000000 MUNICIPAL CODE CORPORATION	700.00		12/28/21	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT						continued				
ONLINE CODE HOSTING EGOV						12/01/21-11/30/22				
ACCOUNT TOTAL							6,300.00	.00	6,300.00	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
993 07/22 AP 12/06/21 0000000						THE DAVENPORT GROUP USA, LTD	23,340.00			12/28/21
ANNUAL LAMA MAINTENANCE						1/1/22-12/31/22				
ACCOUNT TOTAL							23,340.00	.00	23,340.00	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
993 07/22 AP 12/20/21 0000000						BERRY DUNN MCNEIL & PARKER, L	2,400.00			12/28/21
NEW FINANCE SYSTEM RFP										
ACCOUNT TOTAL							2,400.00	.00	2,400.00	
FUND TOTAL							32,042.32	.00	32,042.32	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
995 07/22 AP 12/14/21 0000000						OFFICE EXPRESS OFFICE PRODUCT	17.24			12/28/21
REPORT COVERS FOR BIDS										
ACCOUNT TOTAL							17.24	.00	17.24	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
995 07/22 AP 11/30/21 0000000						AIRGAS USA, LLC	68.66			12/28/21
WELDING AND CUTTING GAS										
ACCOUNT TOTAL							68.66	.00	68.66	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
995 07/22 AP 12/16/21 0000000						KAY, PHILIP R.	58.50			12/28/21
BRAKE CALIPER ADJUSTMENT						TOOL				
ACCOUNT TOTAL							58.50	.00	58.50	
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS										
995 07/22 AP 12/10/21 0000000						SERVICEWEAR APPAREL, INC.	24.01			12/28/21

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS continued										
UNIFORMS FOR DUSTIN										
ACCOUNT TOTAL							24.01	.00	24.01	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
995		07/22 AP		12/09/21	0000000	MENARDS-CEDAR FALLS	12.88			12/28/21
FLEX TAPE FOR FD551										
995		07/22 AP		12/08/21	0000000	MENARDS-CEDAR FALLS	9.98			12/28/21
HOSE FITTINGS FOR #244										
995		07/22 AP		12/07/21	0000000	O'DONNELL ACE HARDWARE	5.18			12/28/21
BOLTS FOR #271 QUICK ATTACH BUCKET										
995		07/22 AP		12/02/21	0000000	LAWSON PRODUCTS, INC.	767.93			12/28/21
MISC SHOP SUPPLIES										
ACCOUNT TOTAL							795.97	.00	795.97	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
995		07/22 AP		12/10/21	0000000	ARAMARK	82.45			12/28/21
SHOP TOWELS										
ACCOUNT TOTAL							82.45	.00	82.45	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
995		07/22 AP		12/02/21	0000000	C & C WELDING & SANDBLASTING	155.26			12/28/21
SPREADER BOX HINGES #266										
995		07/22 AP		11/29/21	0000000	D & D TIRE INC.	250.00			12/28/21
#290 TIRE REPAIR										
995		07/22 AP		10/30/21	0000000	WITHAM AUTO CENTERS	217.00			12/28/21
ADVANCED TRAC UPDATE PD20										
ACCOUNT TOTAL							622.26	.00	622.26	
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES										
995		07/22 AP		12/01/21	0000000	PRO-LINER	600.00			12/28/21
#2333 SPRAY IN BED LINER										
ACCOUNT TOTAL							600.00	.00	600.00	
FUND TOTAL							2,269.09	.00	2,269.09	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									----- POST DT -----
FUND 686						PAYROLL FUND			
FUND 687						WORKERS COMPENSATION FUND			
FUND 688						LTD INSURANCE FUND			
FUND 689						LIABILITY INSURANCE FUND			
FUND 724						TRUST & AGENCY			
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	893,090.87	15.68	893,075.19