

**AGENDA - CITY OF CARTER LAKE
COUNCIL MEETING
CITY HALL – 950 LOCUST ST.
MONDAY, MAY 15, 2017 – 7:00 PM**

- I. Pledge of Allegiance
- II. Roll Call
- III. Approval of the Agenda
 - A. Additions
 - B. Deletions
- IV. Consent Agenda
- New Business
- V. Communications from the Public
 - A. Tamara Webster – Fencing at Mabrey Park
 - B. Tim Peffers – Moving liquor license to park for Festival
 - C. Lynnae Penney – Expand Blink Wi-Fi network to Carter Lake
- VI. Communications from
 - A. Mayor Waltrip
 - 1.
 - B. Council Member Cumberledge
 - 1. Splash Pad Fundraiser
 - C. Council Frank Corcoran
 - 1. Economic Development
 - D. Council Member Paterson
 - 1. Cell phones
 - 2. Review Nepotism Clause for employee handbook
 - 3. Markers or Buoys for Wavecrest or No Swimming signs
 - 4. LED Sign at City Hall
 - E. Planning Board – Ray Pauly
 - 1. Board Update
 - F. City Attorney Michael O’Bradovich
 - 1. Lakeside Auto Recyclers – Discuss Variances not granted by Planning Board
 - G. City Clerk Jackie Stender
 - 1. Update on Sewer Relining Project - MAPA funding
 - 2. Update on Hotel/Motel Tax audit request
 - 3. Update on Iowa DNR Application for Dock and Swimming Area
 - 4. Update on Concession Stands Cash Controls
 - 5. Update on Time Clock payroll program
- VII. Resolutions and Ordinances
 - A. Resolution of support for city employees and collective bargaining units
 - B. Resolution for Colonial Insurance Premiums
 - C. Resolution to Assess Liens for Utility Bills
 - D. Resolution to write off uncollectable weed abatement bills
 - E. Resolution to write off uncollectable utility bills
 - F. Resolution to approve Wellmark Insurance Premiums
 - G. Resolution to approve Urban Revitalization Tax Exemption for 1206 Willow Dr.

- VIII. Comments from Mayor, Council and Public (3 Minutes)
 - IX. Adjourn
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**CONSENT AGENDA - COUNCIL MEETING
CITY OF CARTER LAKE
MONDAY, MAY 15, 2017 – 7:00 P.M.**

City Council Minutes
Financial Reports for March and April
Claims Report for April
OT Reports for April
Department Supervisors Monthly Reports

City of Carter Lake
Special City Council Meeting
Monday, April 24, 2017

The Pledge of Allegiance

Mayor Pro Tem Cumberledge called the special meeting to order at 6:00 p.m.

Roll Call: Present: Mayor Pro Tem Ron Cumberledge Council members: Frank Corcoran, Jason Gunderson, and Pat Paterson, Mayor Gerald Waltrip and City Clerk Jackie Stender. Absent: Barb Melonis

The Council discussed the second reading of the proposed ordinance to Amend Land Development Ordinance Section 1201 C-2 General Commercial District to add new language.

CURRENT SECTION 12

GENERAL COMMERCIAL DISTRICT

1201 Purpose

The GC - General Commercial District accommodates a variety of commercial uses, some of which have significant traffic or visual effect. This district may include commercial uses that are oriented to services, including automotive services, rather than retail activities. These uses may create land use conflicts with adjacent residential areas, requiring provision of adequate buffering. This district is most appropriately located along major arterial streets or in areas that can be adequately buffered from residential districts.

PROPOSED AMENDMENT (4/10/17 – Planning Board recommendation)

In addition to the language contained in the Current section listed above the following shall be added: Recognizing and appreciating technological advances within certain types of industry, permitted uses in this district may now include metal recycling and reclamation. "Reclamation" shall be defined as the process or industry of obtaining useful materials from durable consumer goods waste products primarily through the use of sensor based sorting equipment and other advancing technologies in the reclamation industry to process, identify and sort recoverable materials. The Council requires any such operators to apply for and receive any State or local permits as required by law. The property owner shall adhere to approved site development regulations contained herein within the Land Use Development Ordinances ~~and a Conditional Use Permit~~ after requesting advice from the Planning Board and approval of the City Council. Nothing herein shall prohibit the City or the property owner from identifying and rezoning any such proposed development within a specified boundary area as a P-I District (Planned Industrial District) as described in these regulations. Any language in any other portion of these Land Use Development Ordinances, including Section 28 (Nonconforming Uses and Development) contrary to the terms of this amendment shall ~~be~~ not apply, with the exception of the provision contained in Section 2801 on "change of ownership." Properties located within the C-2 General Commercial District that are rezoned to a P-I District shall comply with the most restrictive regulations of either District. The land use matrix and definitions of approved uses for this District shall be amended to include the additional uses adopted herein.

Cumberledge motioned to remove the “*Conditional Use Permit*” requirement, seconded by Paterson; Ayes: Unanimous; Cumberledge motioned to remove: “*with the exception of the provision contained in Section 2801 on “change of ownership.”*” seconded by Paterson; Roll Call: Yes: Cumberledge, No: Gundersen, Corcoran, Paterson. Motion failed so the language will remain in the ordinance.

Gundersen motioned to approve the ordinance with the revision to remove the conditional use permit, seconded by Paterson; Ayes: Unanimous;

Corcoran moved to waive the second reading and proceed with the third reading, seconded by Paterson; Ayes: Unanimous.

Corcoran motioned to approve the third reading of the ordinance to Amend Land Development Ordinance Section 1201 C-2 General Commercial District to add new language.

Cumberledge moved to approve Lone Mountain Trucking application to move forward with their project and appear before the Planning Board, seconded Gundersen; Ayes: Unanimous.

Cumberledge moved to approve bid from Outdoor Recreation for the Splash Pad project for \$134,997.00, seconded by Corcoran; Ayes: Unanimous;

Adjourn at 7:00 p.m.

Jackie Stender
City Clerk

Ronald Cumberledge
Mayor Pro-Tem

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
ACCOUNTS PAYABLE CLAIMS					

LIABILITIES					
AFSCME IOWA COUNCIL 61	UNION DUES	37.84		62986	4/12/17
AFSCME IOWA COUNCIL 61	UNION DUES	37.84	75.68	63044	4/25/17
CITY OF CARTER LAKE	MISC	188.26		62985	4/12/17
CITY OF CARTER LAKE	SERVICE CHARGE	2.00	190.26	63046	4/27/17
CARTER LAKE PEACE OFFICERS	POLICE DUES	140.00		63040	4/25/17
CARTER LAKE PEACE OFFICERS	POLICE DUES	140.00	280.00	63040	4/25/17
COLONIAL INSURANCE CO	COLONIAL INS	109.09		63048	4/27/17
COLONIAL INSURANCE CO	COLONIAL INS	295.20		63048	4/27/17
COLONIAL INSURANCE CO	COLONIAL INS	295.20	699.49	63048	4/27/17
DELTA DENTAL OF IOWA	DENTAL INS	41.97		1321532	4/27/17
DELTA DENTAL OF IOWA	DENTAL INS	265.81		1321532	4/27/17
DELTA DENTAL OF IOWA	DENTAL INS	361.71	669.49	1321532	4/27/17
FED/FICA TAXES	FED/FICA TAX	893.00		1321512	4/01/17
FED/FICA TAXES	FED/FICA TAX	10,607.37		1321521	4/12/17
FED/FICA TAXES	FED/FICA TAX	325.02		1321523	4/13/17
FED/FICA TAXES	FED/FICA TAX	11,515.78	23,341.17	1321527	4/25/17
IPERS	IPERS	530.82		1321528	4/25/17
IPERS	IPERS	6,413.02		1321528	4/25/17
IPERS	IPERS-PROTECTIV	50.18		1321528	4/25/17
IPERS	IPERS	6,951.15	13,945.17	1321528	4/25/17
GIS BENEFITS	LIFE INSURANCE	150.23		1321533	4/27/17
GIS BENEFITS	LIFE INSURANCE	150.23	300.46	1321533	4/27/17
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01		1321522	4/12/17
NEBR CHILD SUPPORT PAYMENT CNT	CHILD SUPPORT	36.01	72.02	1321531	4/25/17
TREASURER, STATE OF IOWA	STATE TAXES	130.00		1321529	4/25/17
TREASURER, STATE OF IOWA	STATE TAXES	1,680.00		1321529	4/25/17
TREASURER, STATE OF IOWA	STATE TAXES	30.00		1321529	4/25/17
TREASURER, STATE OF IOWA	STATE TAX	1,811.00	3,651.00	1321529	4/25/17
WELLMARK BLUE CROSS AND	MEDICAL INS	2,908.30		1321534	4/27/17
WELLMARK BLUE CROSS AND	MEDICAL INS	5,607.10	8,515.40	1321534	4/27/17
			=====		
LIABILITIES			51,740.14		
POLICE					
AFFINITYCARE INC	Insurance EAP/Police		46.20	62999	4/18/17
ALL MAKES COLLISION CNTR	VEHICLE REPAIR/Police #0002286		185.00	63000	4/18/17
BLACK HILLS ENERGY	UTILITIES		215.18	62926	4/03/17
BW OUTFITTERS	CLOTHING ALLOWANCE-POLICE-OHL		641.91	62928	4/03/17
CITY OF COUNCIL BLUFFS	REPAIRS/PD #101		853.23	62965	4/05/17
COLONIAL INSURANCE CO	Colonial Ins		36.66-	63048	4/27/17
DATASERV CORPORATION	AntiVirus Fees/Police #24368		157.50	63004	4/18/17
DELTA DENTAL OF IOWA	DENTAL INS		41.97-	1321532	4/27/17
GREASE MONKEY	OIL CHANGE-POLICE #105		36.74	62968	4/05/17
KONICA MINOLTA BUSINESS	COPIER		211.32	62946	4/03/17
MODERN MARKETING	Supplies/Police		524.14	62972	4/05/17
NAPA AUTO PARTS	VEHICLE REPAIRS		6.29	62950	4/03/17
OHL, RAY	REIMBURSEMENT-MILEAGE		226.31	62978	4/06/17

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
OPPD	UTILITIES	354.21	1321516	4/24/17	
PETTY CASH	Petty Cash/Tobacco Compliance	156.12	63010	4/18/17	
POLICE ONE.COM	TRAINING - POLICE DEPT	450.00	62956	4/03/17	
RIVERSIDE AUTO WASH	Car Washes/Police	400.00	62976	4/05/17	
SPRINT	PHONES	113.07	1321513	4/03/17	
VERIZON WIRELESS	CRUISER WIFI/POLICE	280.09	62962	4/03/17	
WELLMARK BLUE CROSS AND	Health Insurance	2,474.95	1321534	4/27/17	
		=====			
	POLICE		7,253.63		
	FIRE				
AFFINITYCARE INC	Insurance EAP/Fire	4.20	62999	4/18/17	
BLACK HILLS ENERGY	UTILITIES	194.20	62926	4/03/17	
DATASERV CORPORATION	AntiVirus Fees/Fire #24367	17.50	63004	4/18/17	
FIREGUARD, INC	HYDROSTATIC TESTING-FIRE	40.75	62936	4/03/17	
FIREGUARD, INC	EQUIPMENT REPAIRS	414.70	455.45	62936	4/03/17
OPPD	UTILITIES	303.19	1321516	4/24/17	
PRESTO-X	CONTRACT/Fire Inv#4456412	38.62	63012	4/18/17	
		=====			
	FIRE		1,013.16		
	AMBULANCE				
IOWA WESTERN COMM COLLEGE	TRAINING - EMS FIRE	30.00	62939	4/03/17	
JENNIE EDMUNDSON HOSPITAL	SUPPLIES/AMBULANCE	25.85	62942	4/03/17	
459-PRAXAIR DISTRIBUTION INC	SUPPLIE-AMBULANCE INV 75848462	19.81	62957	4/03/17	
459-PRAXAIR DISTRIBUTION INC	SUPPLIE-AMBULANCE INV76709064	17.33	37.14	62957	4/03/17
SPRINT	PHONES	54.97	1321513	4/03/17	
		=====			
	AMBULANCE		147.96		
	BUILDING INSPECTOR				
BLACK HILLS ENERGY	UTILITIES	12.66	62926	4/03/17	
JAS PACIFIC	Bldg Inspection Services #5552	2,852.50	63006	4/18/17	
OPPD	UTILITIES	20.84	1321516	4/24/17	
SPRINT	PHONES	31.86	1321513	4/03/17	
		=====			
	BUILDING INSPECTOR		2,917.86		
	ANIMAL CONTROL				
DOLLAR GENERAL-MSC 410526	SUPPLIES	29.95	62966	4/05/17	
NEBRASKA HUMANE SOCIETY	CONTRACT-ANIMAL CONTROL	84.00	63007	4/18/17	
SPRINT	PHONES	49.20	1321513	4/03/17	
		=====			
	ANIMAL CONTROL		163.15		
	ROAD USE				
AFFINITYCARE INC	Insurance EAP/Maintenance	16.80	62999	4/18/17	
BLACK HILLS ENERGY	UTILITIES	480.58	62926	4/03/17	
BRIGGS INC	SUPPLIES	22.68	62927	4/03/17	

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
CITY OF OMAHA CASHIER	Salt/Maintenance Inv #133234	6,825.00	63002		4/18/17
DELTA DENTAL OF IOWA	DENTAL INS	33.96	1321532		4/27/17
DIAMOND VOGEL	SUPPLIES-MAINT	37.49	62933		4/03/17
FETT'S CITY SUPER SHOP	VEHICLE REPAIRS	755.56	62935		4/03/17
FETT'S CITY SUPER SHOP	1999 FORD TUNE UP	698.35	1,453.91	62935	4/03/17
INLAND TRUCK PARTS & SERVICE	DUMP TRUCK REPAIRS		8,580.88	62940	4/03/17
IT'S GOT TO GO	HAUL AWAY/MAINT		320.00	62941	4/03/17
JOHN DAY COMPANY	EQUIP REPAIR/SWEEPER		63.91	62943	4/03/17
HARLENE M WILSON	TIRE REPAIR	33.00		62947	4/03/17
HARLENE M WILSON	Tire Repair 2WHEEL DR FORD	40.00	73.00	62970	4/05/17
MENARDS	STREET PATCH	176.40		62971	4/05/17
MENARDS	SUPPLIES	36.85		62971	4/05/17
MENARDS	POTHOLE PATCH	403.80	617.05	62971	4/05/17
GIS BENEFITS	LIFE INSURANCE		10.80	1321533	4/27/17
OPPD	UTILITIES		281.14	1321516	4/24/17
PAPILLION SANITATION	DUMPSTERS		118.11	62974	4/05/17
PRESTO-X	CONTRACT	35.09		62958	4/03/17
PRESTO-X	CONTRACT/Maint Inv #4456409	35.09	70.18	63012	4/18/17
SPRINT	PHONES		217.48	1321513	4/03/17
SWEEPER PARTS SALES	SWEEPER REPAIRS	6,379.80		62960	4/03/17
SWEEPER PARTS SALES	Equip Repairs/Maint	478.60	6,858.40	62960	4/03/17
TITAN MACHINERY	REPAIRS TO BACKHOE	816.96		62977	4/05/17
TITAN MACHINERY	BACKHOE PARTS	366.15	1,183.11	62977	4/05/17
WELLMARK BLUE CROSS AND	Health Insurance		632.71	1321534	4/27/17
	ROAD USE		=====		
			27,897.19		
	STREET LIGHTS				
OPPD	UTILITIES		11,788.46	1321516	4/24/17
	STREET LIGHTS		=====		
			11,788.46		
	TRAFFIC				
OPPD	UTILITIES		124.72	1321516	4/24/17
	TRAFFIC		=====		
			124.72		
	LIBRARY				
AFFINITYCARE INC	Insurance EAP/Library	8.40	62999		4/18/17
ARCADIA PUBLISHING	BOOKS/Library Inv #20814003	13.19	63001		4/18/17
BLACK HILLS ENERGY	UTILITIES	99.65	62926		4/03/17
COX BUSINESS SERVICES	TELEPHONE/INTERNET	168.88	1321536		4/11/17
DATASERV CORPORATION	AntiVirusFees/Library #24490	22.50	63004		4/18/17
DELTA DENTAL OF IOWA	DENTAL INS	27.98	1321532		4/27/17
GIS BENEFITS	LIFE INSURANCE	240.10	1321533		4/27/17
OPPD	UTILITIES	386.18	1321516		4/24/17
THE PENWORTHY COMPANY	BOOKS-LIBRARY 0527445-IN	138.90	63009		4/18/17
PETTY CASH	Petty Cash - Postage/Library	49.70	63011		4/18/17
TOSHIBA AMERICA BUSINESS SOLUT	COPIER/LIBRARY #90136249988	101.00	63015		4/18/17

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	LIBRARY		776.28		
	PARKS/RECREATION				
AFFINITYCARE INC	Insurance EAP/Parks	12.60	62999	4/18/17	
BLACK HILLS ENERGY	UTILITIES	12.66	62926	4/03/17	
COUNCIL BLUFFS COMMUNITY	GYM RENTAL	1,160.00	62964	4/05/17	
COX BUSINESS SERVICES	TELEPHONE/INTERNET	55.36	1321536	4/11/17	
DELTA DENTAL OF IOWA	DENTAL INS	55.96	1321532	4/27/17	
DIAMOND VOGEL	SUPPLIES	195.95	62933	4/03/17	
GREAT PLAINS POWDERCOATIG	BATTING RACKS	575.60	62969	4/05/17	
HARLENE M WILSON	Tire Repair	13.00	62970	4/05/17	
MENARDS	PAINT AND SWING CHAINS	119.92	62971	4/05/17	
MENARDS	WOOD FOR SWING BRIDGE	232.84	62971	4/05/17	
MENARDS	SUPPLIES	1.29	62971	4/05/17	
MENARDS	PARK SUPPLIES	6.45	62971	4/05/17	
MENARDS	SUPPLIES	23.97	384.47	62971	4/05/17
NEBRASKA SPORTING GOODS	BASEBALL UNIFORMS	1,240.00	62951	4/03/17	
NEBRASKA SPORTING GOODS	BASEBALL SUPPLIES	304.35	1,544.35	62951	4/03/17
OPPD	UTILITIES	520.25	1321516	4/24/17	
PETTY CASH	PETTY CASH - PARKS	345.90	62954	4/03/17	
QUALITY LAWNS	Lawn Service/Parks	15,867.70	63013	4/18/17	
SPRINT	PHONES	110.34	1321513	4/03/17	
UPS	Shipping/Parks Acct Y505W4	31.14	63016	4/18/17	
	PARKS/RECREATION		20,885.28		
	LAKE PROJECTS				
CITY OF OMAHA CASHIER	SEWER INV#132037	102.85	62930	4/03/17	
CITY OF OMAHA CASHIER	SEWER INV#132038	316.15	62930	4/03/17	
CITY OF OMAHA CASHIER	SEWER INV#132818	103.73	62930	4/03/17	
CITY OF OMAHA CASHIER	SEWER INV#132819	316.15	62930	4/03/17	
CITY OF OMAHA CASHIER	Pump Maintenance Inv #133488	88.40	63002	4/18/17	
CITY OF OMAHA CASHIER	Pump Maintenance Inv #133489	319.65	1,246.93	63002	4/18/17
JOHN DAY COMPANY	LAKE MAINTENANCE	117.24	62943	4/03/17	
	LAKE PROJECTS		1,364.17		
	SENIOR CENTER				
BLACK HILLS ENERGY	UTILITIES	168.50	62926	4/03/17	
COX BUSINESS SERVICES	TELEPHONE/INTERNET	53.60	1321536	4/11/17	
DATASERV CORPORATION	AntiVirus Fees/SrCenter #24369	7.50	63004	4/18/17	
FETT'S CITY SUPER SHOP	SENIOR 2004 FORD-BATTERY	377.40	62935	4/03/17	
FETT'S CITY SUPER SHOP	VEHICLE REPAIRS	41.07	62935	4/03/17	
FETT'S CITY SUPER SHOP	SENIOR 2004 FORD E-450	503.91	922.38	62967	4/05/17
IA DIVISION OF LABOR SERVICES	Boiler Inspections	40.00	62938	4/03/17	
OPPD	UTILITIES	304.26	1321516	4/24/17	
	SENIOR CENTER		1,496.24		
	LEGISLATIVE				

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
DAILY NONPAREIL	PUBLICATIONS/ADMIN ACCT		104.53	62931	4/03/17
J P COOKE CO	COUNCIL NAME PLATE		20.10	62945	4/03/17
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		12.19	62952	4/03/17
			=====		
	LEGISLATIVE		136.82		
	EXECUTIVE				
BLACK HILLS ENERGY	UTILITIES		12.66	62926	4/03/17
MIDWEST TROPHY & AWARDS	PLAQUE/MAYORS DESK		25.00	62948	4/03/17
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		40.14	62952	4/03/17
OPPD	UTILITIES		20.84	1321516	4/24/17
GERALD WALTRIP	REIMB/PERSONAL CELL PHONE		50.00	62963	4/03/17
			=====		
	EXECUTIVE		148.64		
	ADMINISTRATIVE				
AFFINITYCARE INC	Insurance EAP/Admin		8.40	62999	4/18/17
BLACK HILLS ENERGY	UTILITIES		82.27	62926	4/03/17
COLONIAL INSURANCE CO	Colonial Ins		23.13-	63048	4/27/17
DELTA DENTAL OF IOWA	DENTAL INS		33.96	1321532	4/27/17
KONICA MINOLTA BUSINESS	COPIER		486.05	62946	4/03/17
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		52.19	62952	4/03/17
OPPD	UTILITIES		135.43	1321516	4/24/17
PAPER TIGER SHREDDING	Shred Fest/Admin Inv #84146		500.00	63008	4/18/17
RESERVE ACCOUNT	Postage Reserve Acct 40752198		250.00	62955	4/03/17
WELLMARK BLUE CROSS AND	Health Insurance		730.43	1321534	4/27/17
			=====		
	ADMINISTRATIVE		2,255.60		
	CITY HALL				
BLACK HILLS ENERGY	UTILITIES		297.45	62926	4/03/17
COX BUSINESS SERVICES	TELEPHONE/INTERNET		683.41	1321536	4/11/17
DATASERV CORPORATION	SOFTWARE	1,318.00		62932	4/03/17
DATASERV CORPORATION	Cloud Backup/City Hall #24345	78.75		63004	4/18/17
DATASERV CORPORATION	AntiVirus Fees/City Hall#24374	85.00	1,481.75	63004	4/18/17
FERGUSON ENTERPRISES INC #226	SUPPLIES/CITY HALL BACKFLO		240.13	62934	4/03/17
IA DIVISION OF LABOR SERVICES	Boiler Inspections		120.00	62938	4/03/17
JOHNSON HARDWARE CO	MARQUEE REPLACEMENT 842511		28.88	62944	4/03/17
MENARDS	CAT WIRE FOR MARQUEE SIGN		220.00	62971	4/05/17
OMAHA COMPOUND COMPANY	SUPPLIES		151.55	62973	4/05/17
OPPD	UTILITIES		489.62	1321516	4/24/17
PAPILLION SANITATION	DUMPSTERS		231.58	62974	4/05/17
PRESTO-X	CONTRACT	78.36		62958	4/03/17
PRESTO-X	CONTRACT/City Hall Inv#4456413	78.36	156.72	63012	4/18/17
QUALITY LAWNS	CITY HALL LAWN CARE-YEARLY		1,311.00	62959	4/03/17
			=====		
	CITY HALL		5,412.09		
	MISC				
CARTER LAKE BOYS & GIRLS CLUB	Enrollment fees		2,340.00	63003	4/18/17

ACCOUNTS PAYABLE ACTIVITY
 CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
HANEY SHOE STORE	STANLEY	266.98	62937		4/03/17
WELLMARK BLUE CROSS AND	Health Insurance	1,049.00-	1321534		4/27/17
	MISC	1,557.98			
	WATER				
AFFINITYCARE INC	Insurance EAP/Water	4.20	62999		4/18/17
DAKOTA CAREY	Deposit Refund/Water	7.33	63017		4/19/17
BEVERLY CAVE	Deposit Refund/Water	3.60	63018		4/19/17
COUNCIL BLUFFS WATER WORKS	WATER TESTING MISC00000	100.00	62929		4/03/17
CROSSROADS OF WESTERN IOWA	Deposit Refund/Water	99.21	63019		4/19/17
CROWL PROPERTIES	Credit Refund/Water	34.25	63020		4/19/17
DELTA DENTAL OF IOWA	DENTAL INS	13.99	1321532		4/27/17
MARK FICHTLER	Deposit Refund/Water	75.29	63021		4/19/17
HOME BUYERS INC	Deposit Refund/Water	91.60	63022		4/19/17
STATE HYGIENIC LABORATORY	WATER TESTING Inv #106188	250.00	63005		4/18/17
MICHELLE MCWILLIAMS	Deposit Refund/Water	50.00	63023		4/19/17
MENARDS	FLASHLIGHT AND PIPE FITTINGS	198.65	62971		4/05/17
MIKEL USA INC	Credit Refund/Water	69.61	63024		4/19/17
MIKEL USA INC	Deposit Refund/Water	50.00	119.61	63024	4/19/17
MARK MOSSMAN	Credit Refund/Water	74.05	63025		4/19/17
MUD	WATER ACCT 112000331048	14,370.53	62949		4/03/17
PEOPLESERVICE, INC	BILLING/WATER	8,307.00	62953		4/03/17
WILLIAM SCHLOTFEILD	Deposit Refund/Water	75.29	63026		4/19/17
BRITTANY SCHONING	Deposit Refund/Water	24.33	63027		4/19/17
HANNA SIEH	Deposit Refund/Water	102.96	63028		4/19/17
KEITH & PAM SOUTHWORTH	Deposit Refund/Water	84.10	63029		4/19/17
LISA TAYLOR	Deposit Refund/Water	112.65	63030		4/19/17
UPS	POSTAGE	69.04	62961		4/03/17
WELLMARK BLUE CROSS AND	Health Insurance	167.02	1321534		4/27/17
	WATER	24,434.70			
	SEWER				
AFFINITYCARE INC	Insurance EAP/Sewer	4.20	62999		4/18/17
BACKLUND PLUMBING	REPAIRS/SEWER MAIN	75,711.00	62925		4/03/17
CITY OF OMAHA CASHIER	SEWER INV#131976	32,126.56	62930		4/03/17
CITY OF OMAHA CASHIER	SEWER INV#132776	31,380.21	62930		4/03/17
CITY OF OMAHA CASHIER	SEWER Inv# 133419	30,117.01	93,623.78	63002	4/18/17
COLONIAL INSURANCE CO	Colonial Ins	49.34-	63048		4/27/17
COX BUSINESS SERVICES	TELEPHONE/INTERNET	174.96	1321536		4/11/17
DELTA DENTAL OF IOWA	DENTAL INS	13.99	1321532		4/27/17
HARLENE M WILSON	JET MACHINE MAINTENANCE	13.00	62947		4/03/17
NAPA AUTO PARTS	MAINT-POWER CONVERTER & SUPPLY	687.13	62950		4/03/17
NAPA AUTO PARTS	VEHICLE REPAIRS-TRAILER MAINT	46.72	733.85	62950	4/03/17
OPPD	UTILITIES	993.46	1321516		4/24/17
WELLMARK BLUE CROSS AND	Health Insurance	167.02	1321534		4/27/17
	SEWER	171,385.92			
	GARBAGE				

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
RED RIVER WASTE SOLUTIONS LP	GARBAGE CONTRACT	10,227.36	62975		4/05/17
RED RIVER WASTE SOLUTIONS LP	GARBAGE CONTRACT #s135-011	10,227.36	20,454.72	63014	4/18/17
	GARBAGE		=====		
			20,454.72		
	STORM WATER				
OPPD	UTILITIES		636.24	1321516	4/24/17
	STORM WATER		=====		
			636.24		
	VILLAGE POST OFFICE				
OFFICE DEPOT BUSINESS CREDIT	OFFICE SUPPLIES		18.10	62952	4/03/17
	VILLAGE POST OFFICE		=====		
			18.10		
	TOTAL ACCOUNTS PAYABLE CHECKS		=====		
			354,009.05		
PAYROLL CHECKS					

	001 GENERAL		3,204.72		
	600 WATER REVENUE		414.76		
			=====		
	PAYROLL CHECKS ON 4/01/2017		3,619.48		
	001 GENERAL		20,184.75		
	004 PARKS HOTEL/MOTEL		3,308.51		
	110 ROAD USE TAX		3,965.59		
	600 WATER REVENUE		715.93		
	610 SEWER REVENUE		715.92		
			=====		
	PAYROLL CHECKS ON 4/12/2017		28,890.70		
	001 GENERAL		1,700.42		
			=====		
	PAYROLL CHECKS ON 4/15/2017		1,700.42		
	001 GENERAL		409.95		
	004 PARKS HOTEL/MOTEL		1,536.77		
	110 ROAD USE TAX		268.21		
			=====		
	PAYROLL CHECKS ON 4/25/2017		2,214.93		
	001 GENERAL		21,421.43		
	004 PARKS HOTEL/MOTEL		2,071.73		
	110 ROAD USE TAX		3,615.45		
	600 WATER REVENUE		694.89		
	610 SEWER REVENUE		694.91		

ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

FUND	FUND NAME	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	PAYROLL CHECKS ON 4/26/2017		28,498.41		
001	GENERAL		415.30		
	PAYROLL CHECKS ON 4/27/2017		415.30		
	TOTAL PAYROLL CHECKS		65,339.24		
	**** PAID TOTAL ****		419,348.29		
	***** REPORT TOTAL *****		419,348.29		

ACCOUNTS PAYABLE ACTIVITY
CLAIMS DEPT SUMMARY

DEPT DEPT NAME	INVOICE AMT	TOTAL	CHECK#	DATE
LIABILITIES	51,740.14			
POLICE	35,964.84			
FIRE	5,421.34			
AMBULANCE	147.96			
BUILDING INSPECTOR	2,917.86			
ANIMAL CONTROL	461.96			
ROAD USE	35,746.44			
STREET LIGHTS	11,788.46			
TRAFFIC	124.72			
LIBRARY	4,813.05			
PARKS/RECREATION	27,802.29			
LAKE PROJECTS	1,364.17			
SENIOR CENTER	4,349.37			
LEGISLATIVE	958.66			
EXECUTIVE	1,015.51			
ADMINISTRATIVE	7,352.92			
CITY HALL	5,654.53			
MISC	1,557.98			
WATER	26,260.28			
SEWER	172,796.75			
GARBAGE	20,454.72			
STORM WATER	636.24			
VILLAGE POST OFFICE	18.10			

ACCOUNTS PAYABLE ACTIVITY
CLAIMS FUND SUMMARY

FUND	FUND NAME	INVOICE AMT	TOTAL	CHECK#	DATE
001	GENERAL	108,579.68			
004	PARKS HOTEL/MOTEL	28,962.87			
011	POLICE RESERVE UNIT	156.12			
018	LAKE EXPENSES	117.24			
110	ROAD USE TAX	54,134.05			
112	EMPLOYEE BENEFITS	2,958.99			
305	LAKE PROJECTS	1,246.93			
600	WATER REVENUE	27,868.29			
610	SEWER REVENUE	174,215.06			
670	GARBAGE FEES	20,454.72			
740	STORM WATER FEES	636.24			
760	VILLAGE POST OFFICE	18.10			

OVERTIME AND COMPTIME REPORT

April 8, 2017

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
STANLEY OLSEN		0.25	\$ 6.53
03/29/17			
TOTAL MAINT OVERTIME:		0.25	\$ 6.53
<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
JOSH DRISCOLL		0.32	\$ 13.53
03/21/17	STEP		
BROCK GENTILE		0.50	\$ 16.26
04/05/17			
JON MEYER		0.52	\$ 20.94
03/17/17	STEP		
RAY OHL		0.25	8.13
03/17/17	STEP		
03/26/17	STEP	2	65.02
04/07/17	STEP	2	65.02
		<u>4.25</u>	<u>\$ 138.17</u>
MATT OWENS		3	\$ 97.53
03/27/17	Court		
TOTAL POLICE OVERTIME:		8.59	\$ 286.41
<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
MARK MURRAY		0.25	7.07
04/03/17			
TOTAL PARKS OVERTIME:		0.25	\$ 7.07
TOTAL ALL OVERTIME:		9.09	\$ 300.01

<u>COMPTIME EARNED:</u>	<u>HOURS</u>
RAY OHL	
04/03/17	.75 = 1.25
TOTAL COMPTIME EARNED:	1.25 HRS

<u>COMPTIME USED:</u>	<u>HOURS</u>	
JOSH DRISCOLL		
03/26/17	1	
04/05/17	1	
		<u>2</u>
RAY OHL		
04/05/17	3	
MATT OWENS		
04/04/17	2	
TOTAL COMPTIME USED:	7 HRS	

<u>COMPTIME BALANCES:</u>	<u>HOURS</u>
GARY CHAMBERS	0.25
JOSH DRISCOLL	27.50
BROCK GENTILE	0
RYAN GONSIOR	11.25
JON MEYER	1.50
RAY OHL	0
MATT OWENS	22.25
ADAM SWINARSKI	3.75
TOTAL COMP BALANCES:	66.50

<u>ADMIN BALANCES:</u>	<u>HOURS</u>
SHAWN KANNEDY	80
RON ROTHMEYER	2
TOTAL ADMIN BALANCES:	82

OVERTIME AND COMPTIME REPORT

April 22, 2017

<u>MAINTENANCE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
DAMIAN ROTHMEYER - 1/2 Water / 1/2 Sewer			
04/18/17	No lunch	0.5	10.39
TOTAL MAINT OVERTIME:		0.5	\$ 10.39
<u>POLICE OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
JOSH DRISCOLL			
04/13/17	STEP	6	253.62
04/17/17	STEP	4	169.08
04/18/17	STEP	2.50	105.68
		12.50	\$ 528.38
BROCK GENTILE			
04/10/17	STEP	2	65.02
04/10/17	Called in	0.5	16.26
04/11/17		1	32.51
04/15/17	STEP	2	65.02
		5.5	\$ 178.81
JON MEYER			
04/11/17	Late call	1	\$ 40.26
RAY OHL			
04/06/17	STEP	4	130.04
04/13/17	STEP	2	65.02
04/19/17	STEP	1	32.51
04/20/17	STEP	6	195.06
		13	\$ 422.63
TOTAL POLICE OVERTIME:		32	\$ 1,170.07
<u>LIBRARY OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
GENEVIEVE HAWKINS			
04/10/17		0.25	4.69
04/18/17		0.25	4.69
04/19/17		0.25	4.69
04/21/17		0.25	4.69
TOTAL LIBRARY OVERTIME:		1	\$ 18.75
<u>PARKS DEPT OVERTIME</u>		<u>HOURS</u>	<u>AMOUNTS</u>
MARK MURRAY			
04/18/17	Field prep	0.25	\$ 7.07
TOTAL PARKS OVERTIME:		0.25	\$ 7.07
<u>FIRE DEPT OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
PHILLIP NEWTON			
	Pott County meeting	2.5	76.43
TOTAL FIRE DEPT OVERTIME:		2.5	\$ 76.43
<u>ADMIN OVERTIME:</u>		<u>HOURS</u>	<u>AMOUNTS</u>
LISA RUEHLE			
04/17/17	Council Meeting	1.5	\$ 60.96
TOTAL ADMIN OVERTIME:		1.5	\$ 60.96
TOTAL ALL OVERTIME:		37.75	\$ 1,343.66

OVERTIME AND COMPTIME REPORT

April 22, 2017

<u>COMPTIME EARNED:</u>		<u>HOURS</u>
JOSH DRISCOLL		
04/11/17	Software meeting with County	6
04/12/17	Late call	0.5
04/19/17	Drive to GTSB Conference	1.5
04/20/17	GTSB Conference / Drive home	7.5
		<u>15.5 = 23.25</u>
TOTAL COMPTIME EARNED:		<u><u>23.25 HRS</u></u>

<u>COMPTIME USED:</u>		<u>HOURS</u>
MATT OWENS		
04/08/17		2
04/09/17		2
		<u>4</u>
ADAM SWINARSKI		
04/16/17		3
TOTAL COMPTIME USED:		<u><u>7 HRS</u></u>

<u>COMPTIME BALANCES:</u>		<u>HOURS</u>
GARY CHAMBERS		0.25
JOSH DRISCOLL		50.75
BROCK GENTILE		0
RYAN GONSIOR		11.25
JON MEYER		1.50
RAY OHL		0
MATT OWENS		18.25
ADAM SWINARSKI		0.75
TOTAL COMP BALANCES:		<u><u>82.75</u></u>

<u>ADMIN BALANCES:</u>		<u>HOURS</u>
SHAWN KANNEDY		80
RON ROTHMEYER		2
TOTAL ADMIN BALANCES:		<u><u>82</u></u>

Special Library Board Meeting
Library Entryway
Brooks-Fennell Multi-Purpose Room
May 8, 2017 6:00 p.m.

Attendees: Bonnie Freeman, Viki Hawkins, Tyke Darveaux, Patti Midkiff, Delbert Settles and Victor Skinner. Library Director, Theresa Hawkins. Absent: Kim Smith. Also present: Ron Rothmeyer, Jerry Waltrip and Sue Wilson.

Bonnie called the meeting to order.

Library Entrance: Discussion on updating the entryway. Viki made a motion on the following improvements to entryway. Patty seconded. Motion passed.

1. Front doorway - no awning and clean up the effice.
2. Tear up cement - sidewalks and in front of building.
3. Replace with 5" cement for sidewalks front entryway and west side to parking (Maintenance Department).
4. Sod on the west and east front of building in place of the cement.
5. Put up LIBRARY letters and one LED light above entry doors.
6. Add onto the sprinkler system and extend drain pipe.

Patty Midkiff will talk to the City Clerk about Library CIP reports and invoices.

Bonnie adjourned and Tyke seconded. Meeting adjourned.

Viki Hawkins, Secretary
May 9, 2017

Monthly Report for April 2017

Meals served 410

Volunteer Hours Performed 32

Activity Reports Attached

Needs for Center- Light outside above front entry door.

Meetings—Site Council Meeting at Center was held on April 19th

Break down of meals= We served 410 meals in 19 days, 221 in house and 189 were homebound that avg. about 21.5 meals per. day.

MONTHLY SENIOR CENTER ACTIVITY REPORT
 SOUTHWEST 8 SENIOR SERVICES, INC.
 3319 NEBRASKA AVENUE
 COUNCIL BLUFFS, IOWA 51501

SENIOR CENTER: Carter Lake

DATE April 2017

MANAGER'S SIGNATURE Quinn Liu

Date	Nutrition Program/Topic	Program Length	# Persons Attending
4-5	Eating Beef the Healthy "weigh"		10
4-19	Eating Poultry the Healthy "weigh"		12
Date	Nutrition Handouts for Homebound Participants/Topic		# Sent
4-10	Eating Beef the Healthy "weigh"		10
	" Poultry "		10
	Exercise your Brain		10
Date	Wellness Programs/Topic-Blood Pressure, Exercise, etc.	Program Length	# Persons Attending
3	Tai Chi	1.0	7
7	Flex Class	1.0	12
14	Flex class	1.0	11
17	Tai chi	1.0	7
17	Blood Pressure (Angels)	1.5	7
21	Flex class	1.0	13
24	Tai chi	1.0	—
28	Flex Class	1.0	12
TOTALS		7.5	69

Leisure Time

Date	Leisure Time Program/Topic	Program Length	# Persons Attending
4-12	Cards	1.5	10
13	B-day night	2.0	21
14	Cards	1.5	11
	Bingo	1.5	9
17	Angels	1.5	7
18	Cards	1.5	11
	Wal mart	2.0	4
19	Site Council / Cards	1.5	14
	Bingo	1.5	13
20	Movie	3.0	14
21	Cards / Puzzles	1.5	12
	Bingo	1.5	8
	TOTAL HOURS	20.5	134
Date	Leisure Time Program/Topic	Program Length	# Persons Attending
	TOTAL HOURS		

Arrest File Listing

DATE RANGE: 04/01/2017 to 04/30/2017
 AGENCY: IA0780400 - Carter Lake Police Department
 SORT ORDER: Arrest Date

Arrest No.	Arrest Date	Arrestee Name	Age	Race	Sex	Charge
17-001326	04/02/2017	Laney, Nancy A	55	W	F	1 - Possess of Controlled Substance (Meth)
17-001351	04/04/2017	Mapp, Tarvorelona Corshay	19	B	F	1 - Warrant Arrest
17-001351	04/04/2017	Gross, Brianna Nicole	19	B	F	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia 3 - 4 -
17-001519	04/10/2017	Rogers, Nicholas Alexander	31	W	M	1 - Warrant Arrest 2 - Fugitive from Justice
17-001522	04/10/2017	Tuttle, Leelynn M	30	W	F	1 - Possess of Controlled Substance (Meth) 2 - Possession of Drug Paraphernalia
17-001540	04/11/2017	Joseph, Albert E	34	W	M	1 - Warrant Arrest
17-001541	04/11/2017	Lange, Denise M	51	W	F	1 - Possess of Controlled Substance (Meth) 2 - Possession of Drug Paraphernalia 3 - No Valid Drivers License
17-001550	04/11/2017	Parker, Joshua Thomas	29	W	M	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia 3 - Proof of security against liability (No Insurance)
17-001556	04/12/2017	Grothe, Zachary David	26	W	M	1 - Assault-Serious Causes Bodily injury or m/illness 2 - Violation of a No Contact / Protection Order
17-001568	04/12/2017	Porker, Michael Eugene	37	W	M	1 - Assault-Serious Causes Bodily injury or m/illness 2 -
17-001562	04/12/2017	Bower, Ronald V	39	W	M	1 - Assault-Domestic Simple 2 - Disorderly Conduct 3 - Trespass of Real Property
17-001561	04/12/2017	Newell, Keith R	27	W	M	1 - Possess of Controlled Substance (Marijuana)
17-001561	04/12/2017	Norman, Joshua H	28	W	M	1 - Possess of Controlled Substance (Marijuana)
17-001613	04/14/2017	logan, arron l jr	44	B	M	1 - No Valid Drivers License 2 - Possess of Controlled Substance (Marijuana)
17-001601	04/14/2017	Palmer, Phillip Lee	55	W	M	1 - Driving While Barred
17-001613	04/14/2017	Charles, Bryan	45	W	M	1 - Possess control sub w/ intent to deliver 2 - Possess of Controlled Substance (Meth) 3 - Possession of Drug Paraphernalia 4 - Tax Stamp (Class D Felony)
17-001647	04/16/2017	Parrott, Rebecca Ann	45	W	F	1 - Possess of Controlled Substance (Meth) 2 -
17-001640	04/16/2017	Lewis, Andre	45	B	M	1 - Operating while Intoxicated (OWI) 1st 2 -
17-001647	04/16/2017	Berry, Michelle R	44	W	F	1 - Possession of Drug Paraphernalia 2 - Driving Under Suspension or Revoked
17-001720	04/19/2017	Wonder, Bradley Scott	26	W	M	1 - Public Intoxication 2 - Interference w/Official Acts 3 - Disorderly Conduct
17-001707	04/19/2017	Dorn, Billy Carl	53	W	M	1 - Public Intoxication
17-001793	04/23/2017	Smith, Phillip Lewis	45	W	M	1 - Driving While Barred

Arrest No.	Arrest Date	Arrestee Name	Age	Race	Sex	Charge
17-001802	04/24/2017	Walling, Erika Lynn	23	W	F	1 - Warrant Arrest 2 - Possess of Controlled Substance (Meth) 3 - Possession of Drug Paraphernalia 4 - Theft 5th Amount of \$200 or Less
17-001804	04/24/2017	Parrott, Rebecca Ann	45	W	F	1 - Possess of Controlled Substance (Meth)
17-001802	04/24/2017	Kennedy, Kiley R	37	W	M	1 - Possess of Controlled Substance (Meth) 2 - Carrying a Concealed Weapon AGG Misdemeanor
17-001827	04/25/2017	Kier, Nyarieka	19	B	F	1 - Public Intoxication
17-001836	04/25/2017	Stark, Jeffrey Kent	65	W	M	1 - Motor Vehicle Theft 2 - Possess of Controlled Substance (Meth) 3 - Possession of Drug Paraphernalia
17-001838	04/25/2017	Nielsen, Bradley Wyane	33	W	M	1 - Assault-Domestic Simple
17-001827	04/25/2017	Kueth, Cudier M	26	B	F	1 - Public Intoxication
17-001872	04/27/2017	Peterson, Jr., Jack R	43	W	M	1 - Warrant Arrest
17-001888	04/28/2017	Ritchison, Lonnie K 3rd	26	W	M	1 - Operation without owner's Consent 2 - Possess of Controlled Substance (Marijuana)
17-001890	04/28/2017	Davis, Phillip Clark	20	W	M	1 - Warrant Arrest
17-001901	04/29/2017	Joseph, Albert E	34	W	M	1 - Possess of Controlled Substance (Meth)
17-001924	04/30/2017	Mount-Gallet, Zackery David	25	W	M	1 - Assault-Domestic Simple

Total Arrests: 34

Incident Report Listing

DATE RANGE: 04/01/2017 to 04/30/2017
 AGENCY: IA0780400 - Carter Lake Police Department
 DETAIL / SUMMARY: Detail
 SORT ORDER: Report Date, Case Number

Case Number	Report Date	Incident Location	Offense
17-001326	04/02/2017	15th and Locust St. { Carter lake IA 51510}	1 - Possess of Controlled Substance (Meth)
17-001351	04/03/2017	400 Block of Locust { Carter Lake IA 51510}	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia
17-001375	04/04/2017	3510 N 9th Lot #204 { Carter Lake IA 51510}	1 - Crim Mischief 4th Property value \$200 to \$500
17-001478	04/08/2017	1334 Janbrook Blvd { Carter Lake IA 51510}	1 - Theft 2nd Between \$1000 & \$10,000 2 - Credit Card Fraud
17-001522	04/10/2017	9th and Steele Ave { Carter Lake IA 51510}	1 - Possess of Controlled Substance (Meth) 2 - Possession of Drug Paraphernalia
17-001524	04/10/2017	3000 N. 13th Street { Carter Lake IA 51510}	1 - Forgery/Counterfeiting
17-001541	04/11/2017	14th and Ave Q. { Carter Lake IA 51510}	1 - Possess of Controlled Substance (Meth) 2 - Possession of Drug Paraphernalia 3 - No Valid Drivers License
17-001550	04/11/2017	3400 block of 9th Street { Carter Lake IA 51510}	1 - Possess of Controlled Substance (Marijuana) 2 - Possession of Drug Paraphernalia 3 - Proof of security against liability (No Insurance)
17-001556	04/12/2017	1314 Dorene Blvd { Carter Lake IA 51510}	1 - Assault-Serious Causes Bodily injury or m/illness 2 - Violation of a No Contact / Protection Order
17-001557	04/12/2017	3510 N.9th St. Lot #4 { Carter Lake IA 51510}	1 - Crim Mischief 5th Property value Less than \$200
17-001558	04/12/2017	3510 N.9th St. LOT # 8 { Carter Lake IA 51510}	1 - Crim Mischief 5th Property value Less than \$200
17-001561	04/12/2017	6th Locust St. { Carter Lake IA 51510}	1 - Possess of Controlled Substance (Marijuana)
17-001562	04/12/2017	1650 E Locust St { Carter Lake IA 51510}	1 - Assault-Domestic Simple
17-001568	04/12/2017	22 Carter Lake Club { Carter Lake IA 51510}	1 - Assault-Serious Causes Bodily injury or m/illness
17-001613	04/14/2017	700 block of Locust Street { Carter Lake IA 51510}	1 - Possess control sub w/ intent to deliver 2 - Possess of Controlled Substance (Meth) 3 - Possession of Drug Paraphernalia 4 - Tax Stamp (Class D Felony) 5 - No Valid Drivers License 6 - Possess of Controlled Substance (Marijuana)
17-001647	04/16/2017	2200 Abbott Dr. { Carter Lake IA 51510}	1 - Possess of Controlled Substance (Meth) 2 - Possession of Drug Paraphernalia 3 - Driving Under Suspension or Revoked
17-001659	04/16/2017	3510 N. 9th Street, Lot #2 { Carter Lake IA 51510}	1 - Crim Mischief 4th Property value \$200 to \$500
17-001664	04/17/2017	3510 N 9th St { Carter Lake IA 51510}	1 - Motor Vehicle Theft 2 - Crim. Mischief 2d Property between \$1000 & \$10,000
17-001740	04/21/2017	2210 Abbott Drive { Carter Lake IA 51510}	1 - Motor Vehicle Theft

Case Number	Report Date	Incident Location	Offense
17-001761	04/22/2017	1501 AVE N { Carter Lake IA 51510 }	1 - Crim Mischief 3d Property valued \$500 & \$1000
17-001802	04/24/2017	1650 E Locust ST { Carter Lake IA 51510 }	1 - Warrant Arrest 2 - Possess of Controlled Substance (Meth) 3 - Possession of Drug Paraphernalia 4 - Theft 5th Amount of \$200 or Less 5 - Carrying a Concealed Weapon AGG Misdemeanor
17-001803	04/24/2017	1103 Locust St. { Carter Lake IA 51510 }	1 - Theft 2nd Between \$1000 & \$10,000
17-001804	04/24/2017	15th and Redick Blvd. { Carter Lake IA 51510 }	1 - Possess of Controlled Substance (Meth)
17-001805	04/24/2017		
17-001823	04/24/2017	2010 Abbott Dr { Carter Lake IA 51510 }	1 - Vehicle Burglary 2 - Crim Mischief 5th Property value Less than \$200 3 - Theft 2nd Between \$1000 & \$10,000
17-001836	04/25/2017	1202 Locust St. { Carter Lake IA 51510 }	1 - Motor Vehicle Theft 2 - Possess of Controlled Substance (Meth) 3 - Possession of Drug Paraphernalia
17-001838	04/25/2017	4418 N. 17th Street { Carter Lake IA 51510 }	1 - Assault-Domestic Simple
17-001851	04/26/2017	1507 Willow Ave { Carter Lake IA 51510 }	1 - Assault-Domestic Simple 2 - Burglary 2nd Someone present but no injury
17-001888	04/28/2017	1100 block of Avenue H { Carter Lake IA 51510 }	1 - Operation without owner's Consent 2 - Possess of Controlled Substance (Marijuana)
17-001901	04/29/2017	13th and Janbrook Blvd. { Carter Lake IA 51510 }	1 - Possess of Controlled Substance (Meth)
17-001924	04/30/2017	1501 Ave. N { Carter Lake IA 51510 }	1 - Assault-Domestic Simple

Total Incident Reports = 31

Carter Lake Fire Department Monthly Report

Proudly Serving since 1956

Department Head: Chief Eric Bentzinger

Report done by: Coordinator Phillip Newton

Contact information: Station # 712-347-5900

Email: clfire@carterlake-ia.gov

**** ** Check us out on Facebook—Carter Lake Fire Department ******

Month: April 2017

Financial Performance: Savings, Expenditures, Also Report any opportunity to save the city dollars:

Continuous Issues: Report any projects out of the normal work day:

Employee and Organization Development: Meetings, Trainings, Community Events, Others attended:

Pancake Breakfast: **Pancake Breakfast is May 7 th at the fire station- 2907 N. 9 th Street 07:30- noon**

4.4 Meetings:	6:30-Done	Officers 9 members, Mass 21 members, Smoke Eaters 16 members
4-1 Fire training:	9-noon	Mandatory driving/ radio communication 7 members
4-11 Fire training:	7-10pm	safety, driving, address searches 4 members
4-18 EMS training:	7-10pm	Safety/hygiene, at risk population, triage, ambulance safety 18 members

Special Trainings for Fire and City Employees: Last of city employees cpr is may 11th @ 9 am, city hall

Safety and Response Report: Please see Safety Minutes attached to email

Safety Committee: Next Meeting is May 3rd - 13:00 at City Hall.

Total Calls for the month: 2016 - 384 Total Calls 2015 - total calls, 367 2014 - Total calls, 372

EMS calls: 31

Fire/Other calls: 5

Other: Additional Information for Mayor/Council and Citizens:

1. Starting in March, Pancake breakfast New Hours will be 07:30 till 12:00
2. Adding 2 new members this month and 1 next month, all live in carter lake

SAFETY ACTION PLAN

Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
<hr/>	
Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
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Assignment Number	Assignment
Person Responsible	
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Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	
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Assignment Number	Assignment
Person Responsible	
Estimated Completion Date	
Completion Date	

**CITY OF CARTER LAKE
APPLICATION FOR CITY COUNCIL AGENDA**

Name: Tamara Webster
Address: 3701 N 17th St.
Carter Lake IA
51510
Phone: 402-215-4956

Mail request to:
City Clerk
950 Locust Street
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:
Doreen.Mowery@carterlake-ia.gov

Meeting Date Requested: May 15

Agenda Item Request (please give a detailed description of the request):

We would like to have a no parking
sign on the fence at the park,

who owns the fence line between
our property + the park?

Please submit any supporting documents with this application.

City Council Meetings are held the third Monday of each month. The City Clerk must receive agenda requests by 12:00 PM on the Wednesday prior to the meeting.

Signature: Tamara Webster **Date:** 5-10-17

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____



Sign on gate



Possible sign on flower bed

This is the sign I purchased

Who owns our fence line?

**CITY OF CARTER LAKE
APPLICATION FOR CITY COUNCIL AGENDA**

Name: Lynnae Penney
Address: 3510 N 9th St Lot 267
Carter Lake, IA 51510
Phone: 515-657-2329

Mail request to:
City Clerk
950 Locust Street
Carter Lake, IA 51510

Or Fax to: 712-347-5454

Or Email to:
Lisa.Ruehle@carterlake-ia.gov

Meeting Date Requested: May 15th (or when available)

Agenda Item Request (please give a detailed description of the request):

I would like to inquire about if the Blink network will
or can be expanded to Carter Lake. Our students should
have the same access to free wi-fi that students in
Council Bluffs have.

Please submit any supporting documents with this application.

City Council Meetings are held the third Monday of each month. The City Clerk must receive agenda requests by 12:00 PM on the Wednesday prior to the meeting.

Signature:  **Date:** 21 Apr 2017

For Office Use Only:

Date received in Clerk's office: _____

Received by: _____

2016 Current Cost for Cell Phones and Wireless Internet

VERIZON - POLICE DEPT.	
Police Cruiser AirCard	40.01
Grand Total VERIZON Bill	280.07

SPRINT and VERIZON MONTHLY TOTAL	927.32
---	---------------

SPRINT and VERIZON ANNUAL TOTAL	11,127.84
--	------------------

SPRINT - ALL DEPARTMENTS		
Police Corp 2	402 403-2297	57.36
Police Corp 1	402 403-2403	30.35
Police Sergeant	402 403-2444	29.95
Police Chief	402 403-7374	35.55
Animal Control	402 658-1722	57.76
Police Total		210.97
Damien	402 610-1069	36.03
Randy	402 610-7454	36.03
Dillon	402 610-7493	36.03
Stanley	402 658-6898	36.03
Ron **	402 658-6899	80.07
Maint Total		224.19
Chris **	402-659-4475	65.07
Mark	402 610-7409	36.03
Parks Total		101.10
Bldg Inspector	402 679-7723	31.92
Bldg Insp Total		31.92
Fire Coordinator	402 610-4047	79.07
Fire Total		79.07
Grand Total SPRINT Bill		647.25

** Smartphone line

Rest are Basic Phones

OPTIONS TO REDUCE COST

Shared Data Plan 25 GB	134.75
7 Tablets in Crusiers	50.00
Smartphone	35.00
Smartphone Insurance	10.00
Cost per smartphone	45.00
Currently 2 Smartphones	90.00
Basic Phone - No Insure	15.00
Currently 12 basic phones	180.00
Est. Annual Replacement	200.00
Subtotal	454.75
Estimated Tax - Fees	45.48
Estimated Monthly Cost	500.23
Estimated Monthly Savings	427.10
Estimated Yearly Cost	6,202.70
Estimated Yearly Savings	4,925.14

Shared Data Plan 25 GB	134.75
7 Tablets in Crusiers	50.00
Smartphone	35.00
Smartphone Insurance	10.00
Cost per smartphone	45.00
4 Smartphones (Police Chief, Parks & Maint Directors and Fire)	180.00
Basic Phones - eliminate all except for below	
Basic Phone for Animal Control	15.00
Basic Phone for Bldg Inspector	15.00
Est. Annual Replacement Cost	300.00
Subtotal	394.75
Estimated Tax - Fees	39.48
Estimated Monthly Cost	434.23
Estimated Monthly Savings	493.10
Estimated Yearly Cost	5,510.70
Estimated Yearly Savings	5,617.14

Shared Data Plan 25 GB	134.75
7 Tablets in Crusiers	50.00
Basic Phone for Animal Control (City owns)	15.00
Basic Phone for Bldg Inspector (City owns)	15.00
Dept Heads Monthly Stipends: \$45 each; Police, Maint, Parks, Fire	180.00
Estimate 10 Employees that could qualify for \$15 Stipend	150.00
Est. Annual Replacement Cost	-
Subtotal	544.75
Estimated Tax - Fees	21.48
Estimated Monthly Cost	566.23
Estimated Monthly Savings	361.10
Estimated Yearly Cost	6,794.70
Estimated Yearly Savings	4,333.14

Combine all under Verizon Plan

Making No Changes to the # of phones provided to 14 employees as listed on the other page

Combine under Verizon and only provide phones to Dept Heads

Provide Smartphones to Police Chief, Maint Director, Parks Director, Fire Coordinator, Animal Control and Building Inspector; eliminate all basic phones

Combine under Verizon and provide stipends ect.

City provides Non-taxable monthly stipend through payroll to Dept Heads \$45 and \$15 for other employees; that the council determines qualifys. City will continue to maintain two (2) Basic Phones for Building Inspector and Animal Control because these numbers will appear on website, permits and applications. Council will need to establish an employee handbook policy to clarify who qualifies for stipends. This change will eliminate annual replacement and monthly insurance expenses. It also gives the Council control over the budget expense.

All Carter Lake employees that are Verizon Customers on their personal plans are qualified to apply for the 18% employee discount thru Verizon. This discount is on the plan not the entire bill which would be an additional savings of \$5-20 per month based on thier plan

EMPLOYEE HANDBOOK FROM 2006

RETIREMENT

The normal retirement age shall be 70 years of age, except that an employee may continue employment beyond 70 years of age so long as they are physically and mentally capable of exercising the efficient performance of their duties. The City Council may at its discretion set a mandatory retirement age for any position where age is a bona fide occupation qualification. The normal retirement age for sworn police personnel will be according to State law.

EMPLOYMENT OF RELATIVES

Nepotism as described in the definition of terms is forbidden. No immediate family members of the City Council or Mayor will be employed by the City unless the employee is already employed before their relative is elected to office. No relatives as described in the term of immediate family can work in the same department if one has a supervisory position (Department Head) over the other. If two employees marry or become related, they will not be allowed to work in the same department or one be in a supervisory position over another. Chapter 71 of the Code of Iowa shall apply when appropriate.

INCOMPATIBLE ACTIVITIES

It is the policy of the City that employees may be employed or self-employed at secondary jobs during the time they are not on duty or employed by the City. Such off duty employment shall in no way impair the employee's ability to perform their job responsibilities for the City or create a conflict of interest or the appearance of a conflict of interest for the employee while performing their duty for the City. Performance of duty for the City shall be each employee's primary obligation, and shall be subordinate to no other employment. The Mayor and Department Heads may adopt reasonable policies to implement this policy so long as such policies do not conflict with this policy.

[Revised May 16 Adopted September 19, 2005 – Amended November 21, 2005](#)

CURRENT EMPLOYEE HANDBOOK

RETIREMENT

The normal retirement age shall be 70 years of age, except that an employee may continue employment beyond 70 years of age so long as they are physically and mentally capable of exercising the efficient performance of their duties. The City Council may at its discretion set a mandatory retirement age for any position where age is a bona fide occupation qualification. The normal retirement age for sworn police personnel will be according to State law.

EMPLOYMENT OF RELATIVES

Nepotism as described in the definition of terms is generally forbidden. No immediate family members of the City Council or Mayor will be employed by the City unless the employee is already employed before their relative is elected to office. No relatives as described in the term of immediate family can work in the same department if one has a supervisory position (Department Head) over the other unless the Council, by a majority vote, determines it is the City's best interest to waive this prohibition on an individual, case-by-case basis. If such prohibition is waived, the Mayor or his/her designee (other than the department head involved) shall also be the employee's supervisor for purposes of job evaluation and reviews. If two employees marry or become related, they will not be allowed to work in the same department or one be in a supervisory position over another. Chapter 71 of the Code of Iowa shall apply when appropriate. (Updated May 19, 2008)

INCOMPATIBLE ACTIVITIES

It is the policy of the City that employees may be employed or self-employed at secondary jobs during the time they are not on duty or employed by the City. Such off duty employment shall in no way impair the employee's ability to perform their job responsibilities for the City or create a conflict of interest or the appearance of a conflict of interest for the employee while performing their duty for the City. Performance of duty for the City shall be each employee's primary obligation, and shall be subordinate to no other employment. The Mayor and Department Heads may adopt reasonable policies to implement this policy so long as such policies do not conflict with this policy.

Adopted September 19, 2005 – Amended 11/21/05, 10/16/06, 5/19/08, 11/16/09, 6/21/10, 12/30/13

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Price	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



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DISABILITY/DECK	TRAINING & RECREATION	COMPETITIVE	SAFETY/RESCUE	MAINTENANCE	PURIFICATION
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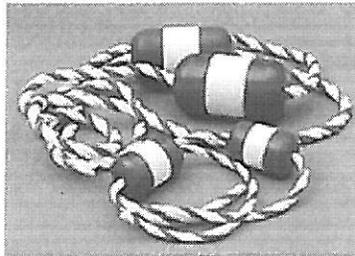
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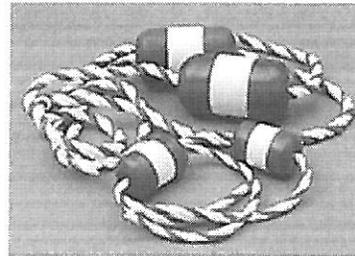
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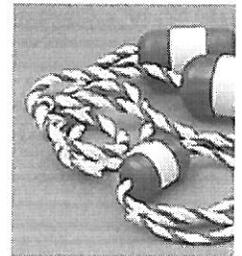
Red & White Handilock Float – 5" x 9" for 3/4" Rope >

Price \$7.54



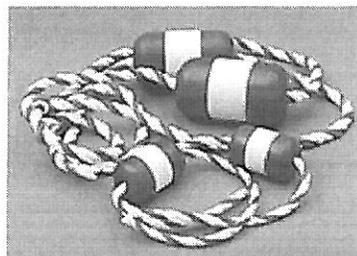
Blue & White Handilock Float – 5" x 9" for 3/4" Rope >

Price \$7.54



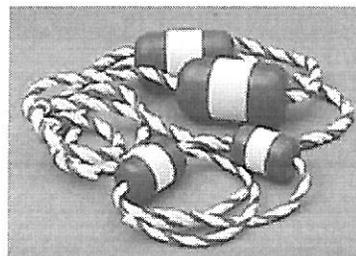
Blue & White Handilock Float – 3" x 5" for 1/2" Rope >

Price \$3.91



Blue & White Handilock Float – 5" x 9" for 1/2" Rope >

Price \$7.54



Red & White Handilock Float – 5" x 9" for 1/2" Rope >

Price \$7.54



Swim Area Buoy – 12" x 12" x 36" >

Price \$343.94

City of Carter Lake
950 Locust Street
Carter Lake, IA 51510
Proceedings: Special Planning Board Meeting
Tuesday, May 2, 2017 – 7:00 PM

This Planning Board Meeting was called to order at 7:00 PM by chairman Podraza.

Roll Call: Present: Ed Palandri, Kathy Dueling, Ray Pauly, Tim Podraza, Karen Fisher and Jackie Wahl
Absent: Jay Gundersen Also present: City Attorney Michael O’Bradovich and City Clerk Jackie Stender

Approval of the Agenda - Moved by Pauly seconded by Dueling to approve the agenda as presented.
Ayes: Unanimous.

New Business, review the Building Permit and Variance request for Lakeside Auto Recyclers. The following list of variances were received on April 28, 2017 pertaining to the proposed construction of a shredder

This is being written to outline sections of the City of Carter Lake – Unified Land Development Ordinances that the proposed project, as currently designed, is not in compliance. A variance was requested for the following items to allow the proposed project to proceed. The Planning Board reviewed and voted on all items at the May 2, 2017 meeting and here are the recommendations of the Planning Board. **YES means member voted to Grant Variance and NO was a vote to Deny Variance**

- 1) Section 1002: Minimum Depth of Landscaping Adjacent to Street Right-of-Way Line (10 feet)
 - a. The minimum depth of landscaping proposed along adjacent street right-of-way lines is 0 feet. An existing 8’ high fence is currently located just within the property line to provide screening, however this precludes the construction of landscaping along the street right-of-way lines. **(NO: Tim Ed YES: Karen, Jackie, Kathy, Ray)**
- 2) Section 1003.c: Pedestrian Connections
 - a. The existing ditches within the right-of-way along North 9th Street do not leave adequate space to construct sidewalks within the right-of-way. **(NO: Tim Ed Jackie Ray YES: Karen, Kathy)**
- 3) Section 1202: Minimum Street Side Yard (25 feet)
 - a. Due to proposed location of new south driveway, this causes the proposed scale building to be within the 25’ setback. The building is currently 10.74’ from the property line and there will be an 8’ or taller fence between the public way and building. **(BOA REVIEW REQUIRED)**
- 4) Section 1202: Maximum Height (35 feet)
 - a. The proposed shredder equipment is taller than 35’ in height and the operators cab required for safe operation extends to a height of ~44’ in height. This is due to the nature of the equipment and its functionality. It is not able to be configured to be less than 35’ in height. **(BOA REVIEW REQUIRED) (ALL APPROVED)**

May 2, 2017

Planning Board Response to Variance Request for Lakeside Auto Recyclers

Page 2

- 5) Section 1202: Minimum Depth of Landscaping Adjacent to Street Right-of-Way Line (10 feet)
 - a. The minimum depth of landscaping proposed along adjacent street right-of-way lines is 0 feet. An existing 8' high fence is currently located just within the property line to provide screening, however this precludes the construction of landscaping along the street right-of-way lines. **(NO: Tim Ed YES: Karen, Jackie, Kathy, Ray)**

- 6) Section 1203.c: Pedestrian Connections
 - a. The existing ditches within the right-of-way along North 9th Street and Avenue J do not leave adequate space to construct sidewalks within the right-of-way. **(9th Street NO 4/2; Ave J ALL APPROVED)**

- 7) Section 1202: Performance Points Attained
 - a. See variances requested for Section 14.

- 8) Section 1403: Performance Points System
 - a. Landscaped Areas
 - i. Does not meet the base standard, 0 points attained. The minimum depth of landscaping proposed along the adjacent street right-of-way lines is 0 feet. An existing 8' high fence is currently located just within the property line to provide screening, however this precludes the construction of landscaping along the street right-of-way lines. **(NO: Ed Ray Jackie YES: Tim Kathy Karen)**

 - b. Parking Lot Landscaping
 - i. This section is not applicable as there are no proposed parking lots with 20 or more parking spaces. **(Meets requirements-no vote needed)**

 - c. Trees
 - i. Since landscaped areas cannot be provided along the street right-of-way lines, there is no space for trees. However, trees are proposed within the site and along the north property line to beautify the proposed development as viewed from East Locust Street. **(NO: Ed Ray Jackie YES: Tim Kathy Karen)**

 - d. Signage
 - i. This section is not applicable as there is no new signage proposed as part of this project. **(Meets requirements-no vote needed) +10 Points)**

 - e. Parking in Street Yard Facing Abbott Drive
 - i. This section is not applicable as there is no street yard parking facing Abbott Drive. **(Meets requirements-no vote needed)**

 - f. Impervious Coverage
 - i. The project as designed obtains 10 points from impervious coverage. **(Meets requirements-no vote needed)**

- g. Building Articulation
 - i. The project as designed obtains 10 points for building articulation.
(Meets requirements-no vote needed)
 - h. Building Materials
 - i. The project as designed meets the base standard.
(Meets requirements-no vote needed)
 - i. Total Points Obtained: 20 Points **+10 points = 30 Points**
- 9) Section 2305: Window area on each street-facing façade at least 20% of that façade
- a. Building A: 0%, Building B: 0%, Building C: 0%, Building D: 7%. Given the use of the buildings and the existing 8' fence windows have not been incorporated into the buildings. **(ALL APPROVED)**
- 10) Section 2305: Site design shall provide clear and safe pedestrian circulation along street
- a. The existing ditches within the right-of-way along North 9th Street and Avenue J do not leave adequate space to construct sidewalks within the right-of-way.
(9th Street NO 4/2; AVE J ALL APPROVED)
- 11) Section 2305: Site Design Criteria
- a. Decorative Site Elements
 - i. Due to the use of the land and the existing 8' fence no decorative site elements have been incorporated into the design. **(ALL APPROVED)**
 - b. Decorative architectural accent lighting
 - i. Due to the use of the land and the existing 8' fence no decorative architectural accent lighting has been incorporated into the design. **(ALL APPROVED)**
 - c. Storm water detention focal points
 - i. Due to the use of the land and the existing 8' fence no storm water detention focal points have been incorporated into the design. **(ALL APPROVED)**
 - d. Sidewalks and trails
 - i. The existing ditches within the right-of-way along North 9th Street and Avenue J do not leave adequate space to construct sidewalks within the right-of-way.
(ALL APPROVED)
 - e. Pedestrian crosswalks
 - i. The existing ditches within the right-of-way along North 9th Street and Avenue J do not leave adequate space to construct sidewalks within the right-of-way.
(ALL APPROVED)
- 12) Section 2305: Building Design and Material Criteria
- a. Primary exposed façade materials: brick, decorative cmu, precast
 - i. Building A and D comply. Building B and C have vertical ribbed metal wall panels as the primary building material. This is consistent with existing buildings on site and there is an existing 8' fence around the site.
(NO: Ed YES: Ray Jackie Tim Kathy Karen)

- b. Facades facing interior loading/service cmu, precast, 40% metal
 - i. Building A and D comply. Building B and C have vertical ribbed metal wall panels for interior facing facades. This is consistent with existing buildings on site and there is an existing 8' fence around the site. **(ALL APPROVED)**
 - c. Architectural style theme along corridor
 - i. The proposed buildings have an architectural style and theme themselves, but they do not do not match or relate to other adjacent buildings in the C-2 district. Buildings A and D would be construction similar to the tire shop. Buildings B and C would be similar to the new PVS building to the southwest. **(ALL APPROVED)**
 - d. Human scale created by building massing and form
 - i. Based on the use of the property, pedestrian scale items such as canopies, arcades, window displays, pedestrian lighting, etc. are not applicable or appropriate. Pedestrian access is not part of the project due to safety. **(ALL APPROVED)**
 - e. Public street facades >50' have 5' offset, change in pattern
 - i. Building C has an uninterrupted length of 52'-2". The offset at that point is 60'-7". **(ALL APPROVED)**
 - f. Roof design variation – 2 or more planes of at least 5/12
Building A has roofs in 2 different planes, but a 1:12 roof slope. Building B and C have single plane roof with a ½:12 roof slope. Building D has a single plane roof with a 1:12 roof slope. **(NO: Ed YES: Ray Jackie Tim Kathy Karen)**
 - g. Loading docks and other services incorporated into building design
 - i. Loading and service areas are on all portions of the site and cannot be incorporated into the building design. **(ALL APPROVED)**
- 13) Section 2305: Screening Requirements
- a. Exterior trash receptacles are incorporated into the building design
 - i. Waste receptacles are outside the principle structure and not enclosed due to the size. **(ALL APPROVED)**
 - ii.
 - b. Screened mechanical and other equipment
 - i. The shredder and transformers are not individually screened. There is an existing 8' fence around the site. **(ALL APPROVED)**
 - c. Screened roof top equipment
 - i. The roof mounted make-up air unit on Building C is unscreened. **(NO: Ed YES: Ray Jackie Tim Kathy Karen)**

May 2, 2017

Planning Board Response to Variance Request for Lakeside Auto Recyclers

Page 5

- d. Outdoor storage and display of merchandise
 - i. Outdoor storage is required and the screening consists of the existing fence.
(ALL APPROVED)

14) Section 2311: Supplemental Use Regulations: Outdoor Storage outside of M1 and M2 Districts

- a. Outdoor storage
 - i. Outdoor storage is required and the screening consists of the existing fence.
(ALL APPROVED)

15) Section 2503: Landscaping Depth

- a. The minimum depth of landscaping proposed along adjacent street right-of-way lines is 0 feet. An existing 8' high fence is currently located just within the property line to provide screening. However this precludes the construction of landscaping along the street right-of-way lines. **(NO: Ed Ray Jackie YES: Tim Kathy Karen)**

16) Section 2504: Buffer Yard Provisions

- a. The minimum depth of landscaping proposed along adjacent street right-of-way lines is 0 feet. An existing 8' high fence is currently located just within the property line to provide screening. However this precludes the construction of landscaping along the street right-of-way lines. **(NO: Ed Ray Jackie YES: Tim Kathy Karen)**

17) Section 2507: Planting

- a. The minimum depth of landscaping proposed along adjacent street right-of-way lines is 0 feet. An existing 8' high fence is currently located just within the property line to provide screening. However this precludes the construction of landscaping along the street right-of-way lines. **(NO: Ed Ray Jackie YES: Tim Kathy Karen)**

Pauly motioned to approve Building Permit Application for Lakeside Auto Recyclers and Building Plan Review Code Corrections from JAS Pacific, seconded by Dueling; Roll Call: YES: Dueling, Pauly, Podraza, Wahl, Fisher NO Palandri

The Board discussed the proposed Building Permit Application for Lone Mountain Trucking; The Board had some concerns and City Attorney Michael O'Bradovich will share those with the business owner so they can be prepared for the meeting next week.

Meeting Adjourned at 9:32 p.m.

Tim Podraza, Chairman

Jackie Stender, City Clerk

RESOLUTION NO. _____

On this date, the CITY OF CARTER LAKE did meet to discuss the implementation of CITY OF CARTER LAKE FBP Flexible Benefits Plan for Colonial Insurance to be effective, May 01, 2017. Let it be known that the following resolutions were duly adopted by the CITY OF CARTER LAKE and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the form of Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

RESOLVED, that the Plan Year shall be for a period beginning on May 01, 2017 and ending April 30, 2018.

RESOLVED, that the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for CITY OF CARTER LAKE FBP's Flexible Benefits Plan approved and adopted in the foregoing resolutions.

The undersigned further certifies and attests that the above resolutions were made with the consent of the full City Council, each of whom were in attendance on this date:

Passed and approved this 15th day of May, 2017.

Gerald Waltrip, Mayor

ATTEST:

Jackie Stender, City Clerk

THE CITY OF CARTER LAKE FBP CAFETERIA PLAN

ARTICLE I. Introductory Provisions

CITY OF CARTER LAKE FBP ("the Employer") hereby establishes the CITY OF CARTER LAKE FBP Cafeteria Plan ("the Plan") effective May 01 2017 ("the Effective Date"). Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is designed to allow an Eligible Employee to pay for his or her share of Contributions under one or more Insurance Plans on a pre-tax Salary Reduction basis.

This Plan is intended to qualify as a "cafeteria plan" under Code § 125 and the regulations issued thereunder. The terms of this document shall be interpreted to accomplish that objective.

Although reprinted within this document, the different components of this Plan shall be deemed separate plans for purposes of administration and all reporting and nondiscrimination requirements imposed on such components by the Code.

ARTICLE II. Definitions

"Benefits" means the Premium Payment Benefits.

"Benefit Package Option" means a qualified benefit under Code § 125(f) that is offered under a cafeteria plan, or an option for coverage under an underlying accident or health plan (such as an indemnity option, an HMO option, or a PPO option under an accident or health plan).

"Change in Status" has the meaning described in Section 4.6.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contributions" means the amount contributed to pay for the cost of Benefits (including self-funded Benefits as well as those that are insured), as calculated under Section 6.2 for Premium Payment Benefits.

"Committee" means the Benefits Committee (or the equivalent thereof) of CITY OF CARTER LAKE FBP

"Compensation" means the wages or salary paid to an Employee by the Employer, determined prior to (a) any Salary Reduction election under this Plan; (b) any salary reduction election under any other cafeteria plan; and (c) any compensation reduction under any Code § 132(f)(4) plan; but determined after (d) any salary deferral elections under any Code § 401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a), (b), or (c) of the preceding sentence.

"Dependent" means any individual who is a tax dependent of the Participant as defined in Code § 152, with the following exceptions: (a) for purposes of accident or health coverage (to the extent funded under the Premium Payment Component, and for purposes of the Health FSA Component), (1) a dependent is defined as in Code § 152, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof; and (2) any child to whom IRS Rev. Proc. 2-008-48 applies. Furthermore, notwithstanding anything in the foregoing that may be to the contrary, a "Dependent" shall also

include for purposes of any accident or health coverage provided under this plan a child of a Participant who has not attained age 27 by the end of any given taxable year.

“Disability Insurance Benefits” means the Employee’s Disability Insurance Plan coverage for purposes of this Plan.

“Disability Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees providing benefits through either or both a short-term or long-term disability insurance policy or policies in the event the disability of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Earned Income” means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includible in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity or pursuant to workers’ compensation.

“Effective Date” of this Plan has the meaning described in Article 1.

“Election Form/Salary Reduction Agreement” means the form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for Premium Payment Benefits. This form may be in either paper or electronic form at the Employer’s discretion in accordance with the procedures detailed in Article IV.

“Eligible Employee” means an Employee eligible to participate in this Plan, as provided in Section 3.1.

“Employee” means an individual that the Employer classifies as a common-law employee and who is on the Employer’s W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer’s W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) ****reserved;**** (d) any self-employed individual; (e) any partner in a partnership; (f) any more-than-2% shareholder in a Subchapter S corporation; or (g) a **“seasonal employee”** The term “Employee” does include “former Employees” for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

“Employer” means CITY OF CARTER LAKE FBP, and any Related Employer that adopts this Plan with the approval of CITY OF CARTER LAKE FBP. Related Employers that have adopted this Plan, if any, are listed in Appendix A of this Plan. However, for purposes of Articles XI and XIV and Section 15.3, “Employer” means only CITY OF CARTER LAKE FBP.

“Employment Commencement Date” means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended. CITY OF CARTER LAKE FBP is not subject to ERISA nor does CITY OF CARTER LAKE FBP adopt ERISA. Any references to ERISA herein are for reference purposes only

“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health Insurance Benefits” means any insurance benefits providing medical or other health insurance coverage through a group insurance policy or policies.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“HMO” means the health maintenance organization Benefit Package Option under the Medical Insurance Plan.

“Hospital Indemnity Benefits” means the Employee’s Hospital Indemnity Plan coverage for purposes of this Plan.

“Hospital Indemnity Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain indemnity benefits in the event of hospitalization or other similar medical event through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“HRA” means a health reimbursement arrangement as defined in IRS Notice 2002-45.

“Insurance Benefits” means benefits offered through the Insurance Plans.

“Insurance Plan(s)” means a plan or plans offering benefits through a group insurance policy or policies.

“Life Insurance Benefits” means the Employee’s Life Insurance Plan coverage for purposes of this Plan.

“Life Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees providing benefits through a group term life insurance policy or policies in the event of the death of a covered Participant. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Medical Insurance Benefits” means the Employee’s Medical Insurance Plan coverage for purposes of this Plan.

“Medical Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group insurance policy or policies (with HMO and PPO options). The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Open Enrollment Period” with respect to a Plan Year means any period before the beginning of the Plan Year that may be prescribed by the Administrator as the period of time in which Employees who will be Eligible Employees at the beginning of the Plan Year may elect benefits.

“Participant” means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III. Participants include (a) those who elect one or more of the Medical Insurance Benefits and (b) those who elect instead to receive their full salary in cash and to pay for their share of their Contributions under the Medical Insurance Plan.

“Period of Coverage” means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Section 3.1; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 3.2.

“Plan” means the CITY OF CARTER LAKE FBP Cafeteria Plan as set forth herein and as amended from time to time.

“Plan Administrator” means the CITY OF CARTER LAKE FBP Human Resources Manager or the equivalent thereof for CITY OF CARTER LAKE FBP, who has the full authority to act on behalf of the Plan Administrator, except with respect to appeals, for which the Committee has the full authority to act on behalf of the Plan Administrator, as described in Section 13.1.

“Plan Year” means the 12-month period commencing May 01 2017 and ending on April 30 2018, except in the case of a short plan year representing the initial Plan Year or where the Plan Year is being changed, in which case the Plan Year shall be the entire short plan year.

“PPO” means the preferred provider organization Benefit Package Option under the Medical Insurance Plan.

“Premium Payment Benefits” means the Premium Payment Benefits that are paid for on a pre-tax Salary Reduction basis as described in Section 6.1.

“Premium Payment Component” means the Component of this Plan described in Article VI.

“QMCSO” means a qualified medical child support order, as defined in ERISA § 609(a).

“Related Employer” means any employer affiliated with CITY OF CARTER LAKE FBP that, under Code § 414(b), § 414(c), or § 414(m), is treated as a single employer with CITY OF CARTER LAKE FBP for purposes of Code § 125(g)(4).

“Salary Reduction” means the amount by which the Participant’s Compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable Component, before any applicable state and/or federal taxes have been deducted from the Participant’s Compensation (i.e., on a pre-tax basis).

“Specified Disease or Illness Insurance Benefits” means the Employee’s Specified Disease or Illness Insurance Plan coverage for purposes of this Plan.

“Specified Disease or Illness Insurance Plan(s)” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan(s)) providing certain benefits with regard to a particular critical illness or illnesses (e.g., a “cancer policy” or the like) through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

“Spouse” means an individual who is treated as a spouse for federal tax purposes.

ARTICLE III. Eligibility and Participation

3.1 Eligibility to Participate

An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is working 30 hours or more per week; and (c) has been employed by the Employer for a consecutive period of 60 days, counting his or her Employment Commencement Date as the first such day. Eligibility for Premium Payment Benefits may also be subject to the additional requirements, if any, specified in the Medical Insurance Plan. Once an Employee has met the Plan’s eligibility requirements, the Employee may elect coverage effective the first day of the next calendar month, in accordance with the procedures described in Article IV.

3.2 Termination of Participation

A Participant will cease to be a Participant in this Plan upon the earlier of:

- the termination of this Plan; or
- the date on which the Employee ceases (because of retirement, termination of employment, layoff, reduction of hours, or any other reason) to be an Eligible Employee. Notwithstanding the foregoing, for purposes of pre-taxing COBRA coverage certain Employees may continue eligibility for certain periods on the terms and subject to the restrictions described in Section 6.4 for Insurance Benefits.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical Insurance Benefits will terminate as of the date specified in the Medical Insurance Plan.

3.3 Participation Following Termination of Employment or Loss of Eligibility

If a Participant terminates his or her employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination. If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 3.1. Notwithstanding the above, an election to participate in the Premium Payment Component will be reinstated only to the extent that coverage under the Medical Insurance Plan (here, major medical insurance) is reinstated. If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete the waiting period described in Section 3.1 before again becoming eligible to participate in the Plan.

3.4 FMLA Leaves of Absence

(a) *Health Benefits.* Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Health Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the Contributions.

An Employer may require participants to continue all Health Insurance Benefits coverage for Participants while they are on paid leave (provided that Participants on non-FMLA paid leave are required to continue coverage). If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (for instance, on a pre-tax Salary Reduction basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her Health Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the Contributions in one of the following ways:

- with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Reduction basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation

on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Health Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Health Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical Insurance Benefits upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Health Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

(b) Non-Health Benefits. If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits is to be determined by the Employer's policy for providing such Benefits when the Participant is on non-FMLA leave, as described in Section 3.5. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant or as the Plan Administrator otherwise deems appropriate.

3.5 Non-FMLA Leaves of Absence If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules detailed in Article IV will apply.

ARTICLE IV. Method and Timing of Elections; Irrevocability of Elections

4.1 Elections When First Eligible

Unless an Employee who becomes an Eligible Employee mid-Plan Year informs the Employer in writing (or in an electronic form accepted by Employer) that he or she does not want to be enrolled in any benefits under the Plan, such Employee will be automatically enrolled in the benefits on the first day of the month after the eligibility requirements have been satisfied. An Employee who refuses to allow for his or her automatic enrollment be barred from enrollment until the next Open Enrollment Period, unless an event occurs that would justify a mid-year election change, as described in Article IV.

Benefits shall be subject to the additional requirements, if any, specified in the Medical Insurance Plan. The provisions of this Plan are not intended to override any exclusions, eligibility requirements, or waiting periods specified in any Insurance Plans.

4.2 Rolling Elections

During each Open Enrollment Period for a following Plan Year, Participants shall be deemed to have elected the same benefits at the same levels as in the Plan Year in which the Open Enrollment Period occurs, unless a Participant informs the Employer of a different intention in writing (or in an electronic form accepted by Employer).

4.3 *RESERVED*****

4.4 Irrevocability of Elections

Unless an exception applies (as described in this Article IV), a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates.

Unless otherwise noted in this section, a Participant's election under the Plan is irrevocable for the duration of the Period of Coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the Period of Coverage regarding:

- Participation in this Plan;
- Salary Reduction amounts; or
- election of particular Benefit Package Options.

4.5 Procedure for Making New Election If Exception to Irrevocability Applies

(a) Timeframe for Making New Election. A Participant (or an Eligible Employee who, when first eligible under Section 3.1 or during the Open Enrollment Period, declined to be a Participant) may make a new election within 30 days of the occurrence of an event described in Section 4.6 or 4.7, as applicable, but only if the election under the new Election Form/Salary Reduction Agreement is made on account of and is consistent with the event and if the election is made within any specified time period (e.g., for Sections 4.7(d) through 4.7(j), within 30 days after the events described in such Sections unless otherwise required by law). Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing dependent status) that results in a beneficiary becoming ineligible for coverage under the Medical Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 30-day period.

(b) Effective Date of New Election. Elections made pursuant to this Section 4.5 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 4.7(e) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the next calendar month following the date that the election change was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that the coverage in the applicable Benefit Package Option commences later).

4.6 Change in Status Defined

Participant may make a new election upon the occurrence of certain events as described in Section 4.7, including a Change in Status, for the applicable Component. "Change in Status" means any of the events described below, as well as any other events included under subsequent changes to Code § 125 or regulations issued thereunder, which the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations and under this Plan:

(a) Legal Marital Status. A change in a Participant's legal marital status, including marriage, death of a Spouse, divorce, legal separation, or annulment;

(b) Number of Dependents. Events that change a Participant's number of Dependents, including birth, death, adoption, and placement for adoption;

(c) Employment Status. Any of the following events that change the employment status of the Participant or his or her Spouse or Dependents: (1) a termination or commencement of employment; (2) a strike or lockout; (3) a commencement of or return from an unpaid leave of absence; (4) a change in worksite; and (5) if the eligibility conditions of this Plan or other employee benefits plan of the Participant or his or her Spouse or Dependents depend on the

employment status of that individual and there is a change in that individual's status with the consequence that the individual becomes (or ceases to be) eligible under this Plan or other employee benefits plan, such as if a plan only applies to salaried employees and an employee switches from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa), with the consequence that the employee ceases to be eligible for the Plan;

(d) Dependent Eligibility Requirements. An event that causes a Dependent to satisfy or cease to satisfy the Dependent eligibility requirements for a particular benefit, such as attaining a specified age, or any similar circumstance; and

(e) Change in Residence. A change in the place of residence of the Participant or his or her Spouse or Dependents.

4.7 Events Permitting Exception to Irrevocability Rule

A Participant may change an election as described below upon the occurrence of the stated events for the applicable Component of this Plan:

(a) Open Enrollment Period. A Participant may change an election during the Open Enrollment Period.

(b) Termination of Employment. A Participant's election will terminate under the Plan upon termination of employment in accordance with Sections 3.2 and 3.3, as applicable.

(c) Leaves of Absence. A Participant may change an election under the Plan upon FMLA leave in accordance with Section 3.4 and upon non-FMLA leave in accordance with Section 3.5.

(d) Change in Status. A Participant may change his or her actual or deemed election under the Plan upon the occurrence of a Change in Status (as defined in Section 4.6), but only if such election change is made on account of and corresponds with a Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer (referred to as the general consistency requirement). A Change in Status that affects eligibility for coverage under a plan of the Employer or a plan of the Spouse's or Dependent's employer includes a Change in Status that results in an increase or decrease in the number of an Employee's family members (i.e., a Spouse and/or Dependents) who may benefit from the coverage.

(1) Loss of Spouse or Dependent Eligibility; Special COBRA Rules. For a Change in Status involving a Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or a Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, a Participant may only elect to cancel accident or health insurance coverage for (a) the Spouse involved in the divorce, annulment, or legal separation; (b) the deceased Spouse or Dependent; or (c) the Dependent that ceased to satisfy the eligibility requirements. Canceling coverage for any other individual under these circumstances would fail to correspond with that Change in Status. Notwithstanding the foregoing, if the Participant or his or her Spouse or Dependent becomes eligible for COBRA (or similar health plan continuation coverage under state law) under the Employer's plan (and the Participant remains a Participant under this Plan in accordance with Section 3.2), then the Participant may increase his or her election to pay for such coverage (this rule does not apply to a Participant's Spouse who becomes eligible for COBRA or similar coverage as a result of divorce, annulment, or legal separation).

(2) Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which a Participant or his or her Spouse or Dependent gains eligibility for coverage under a cafeteria plan or qualified benefit plan of the employer of the Participant's Spouse or Dependent as a result of a change in marital status or a change in employment status, a Participant may elect to cease or decrease coverage for that individual only if coverage for that individual becomes effective or is increased under the Spouse's or Dependent's employer's plan. The Plan Administrator may rely on a Participant's certification that the Participant has obtained or will obtain coverage under the Spouse's or Dependent's employer's plan, unless the Plan Administrator has reason to believe that the Participant's certification is incorrect.

(e) HIPAA Special Enrollment Rights. If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code § 9801(f), then a

Participant may revoke a prior election for group health plan coverage and make a new election (including, when required by HIPAA, an election to enroll in another benefit package under a group health plan), provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances:

- a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; or
- a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption.

An election to add previously eligible Dependents as a result of the acquisition of a new Spouse or Dependent child shall be considered to be consistent with the special enrollment right. An election change on account of a HIPAA special enrollment attributable to the birth, adoption, or placement for adoption of a new Dependent child may, subject to the provisions of the underlying group health plan, be effective retroactively (up to 30 days).

For purposes of this Section 4.7(e), the term "loss of eligibility" includes (but is not limited to) loss of eligibility due to legal separation, divorce, cessation of dependent status, death of an employee, termination of employment, reduction of hours, or any loss of eligibility for coverage that is measured with reference to any of the foregoing; loss of coverage offered through an HMO that does not provide benefits to individuals who do not reside, live, or work in the service area because an individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual), and in the case of HMO coverage in the group market, no other benefit package is available to the individual; a situation in which an individual incurs a claim that would meet or exceed a lifetime limit on all benefits; and a situation in which a plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

(f) Certain Judgments, Decrees and Orders. If a judgment, decree, or order (collectively, an "Order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a QMCSO) requires accident or health coverage (including an election for Health FSA Benefits) for a Participant's child (including a foster child who is a Dependent of the Participant), then a Participant may (1) change his or her election to provide coverage for the child (provided that the Order requires the Participant to provide coverage); or (2) change his or her election to revoke coverage for the child if the Order requires that another individual (including the Participant's Spouse or former Spouse) provide coverage under that individual's plan and such coverage is actually provided.

(g) Medicare and Medicaid. If a Participant or his or her Spouse or Dependent who is enrolled in a health or accident plan under this Plan becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), then the Participant may prospectively reduce or cancel the health or accident coverage of the person becoming entitled to Medicare or Medicaid. Furthermore, if a Participant or his or her Spouse or Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(h) Change in Cost. For purposes of this Section 4.7(h), "similar coverage" means coverage for the same category of benefits for the same individuals (e.g., family to family or single to single). For example, two plans that provide major medical coverage are considered to be similar coverage.

(1) Increase or Decrease for Insignificant Cost Changes. Participants are required to increase their elective contributions (by increasing Salary Reductions) to reflect insignificant increases in their required contribution for their Benefit Package Option(s), and to decrease their elective contributions to reflect insignificant decreases in their required contribution. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will determine whether an increase or decrease is insignificant based upon all the surrounding facts and circumstances, including but not limited to the dollar amount or percentage of the cost change. The Plan Administrator, on a reasonable and consistent basis, will automatically effectuate this increase or decrease in affected employees' elective contributions on a prospective basis.

(2) *Significant Cost Increases.* If the Plan Administrator determines that the cost charged to an Employee of a Participant's Benefit Package Option(s) significantly increases during a Period of Coverage, then the Participant may (a) make a corresponding prospective increase in his or her elective contributions (by increasing Salary Reductions); (b) revoke his or her election for that coverage, and in lieu thereof, receive on a prospective basis coverage under another Benefit Package Option that provides similar coverage; or (c) drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost increase is significant in accordance with prevailing IRS guidance.

(3) *Significant Cost Decreases.* If the Plan Administrator determines that the cost of any Benefit Package Option significantly decreases during a Period of Coverage, then the Plan Administrator may permit the following election changes: (a) Participants enrolled in that Benefit Package Option may make a corresponding prospective decrease in their elective contributions (by decreasing Salary Reductions); (b) Participants who are enrolled in another Benefit Package Option may change their election on a prospective basis to elect the Benefit Package Option that has decreased in cost (Medical Insurance Plan); or (c) Employees who are otherwise eligible under Section 3.1 may elect the Benefit Package Option that has decreased in cost on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a cost decrease is significant in accordance with prevailing IRS guidance.

(i) *Change in Coverage.* The definition of "similar coverage" under Section 12.4(h) applies also to this Section 12.4(i).

(1) *Significant Curtailment.* If coverage is "significantly curtailed" (as defined below), Participants may elect coverage under another Benefit Package Option that provides similar coverage. In addition, as set forth below, if the coverage curtailment results in a "Loss of Coverage" (as defined below), then Participants may drop coverage if no similar coverage is offered by the Employer. The Plan Administrator in its sole discretion, on a uniform and consistent basis, will decide, in accordance with prevailing IRS guidance, whether a curtailment is "significant," and whether a Loss of Coverage has occurred.

(a) *Significant Curtailment Without Loss of Coverage.* If the Plan Administrator determines that a Participant's coverage under a Benefit Package Option under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed without a Loss of Coverage (for example, when there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit under an accident or health plan during a Period of Coverage, the Participant may revoke his or her election for the affected coverage, and in lieu thereof, prospectively elect coverage under another Benefit Package Option that provides similar coverage. Coverage under a plan is deemed to be "significantly curtailed" only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally.

(b) *Significant Curtailment With a Loss of Coverage.* If the Plan Administrator determines that a Participant's Benefit Package Option coverage under this Plan (or the Participant's Spouse's or Dependent's coverage under his or her employer's plan) is significantly curtailed, and if such curtailment results in a Loss of Coverage during a Period of Coverage, then the Participant may revoke his or her election for the affected coverage and may either prospectively elect coverage under another Benefit Package Option that provides similar coverage or drop coverage if no other Benefit Package Option providing similar coverage is offered by the Employer.

(c) *Definition of Loss of Coverage.* For purposes of this Section 4.7(i)(1), a "Loss of Coverage" means a complete loss of coverage (including the elimination of a Benefit Package Option, an HMO ceasing to be available where the Participant or his or her Spouse or Dependent resides, or a Participant or his or her Spouse or Dependent losing all coverage under the Benefit Package Option by reason of an overall lifetime or annual limitation). In addition, the Plan Administrator, in its sole discretion, on a uniform and consistent basis, may treat the following as a Loss of Coverage:

- a substantial decrease in the medical care providers available under the Benefit Package Option (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the number of physicians participating in the PPO for the Medical Insurance Plan or in an HMO);

- a reduction in benefits for a specific type of medical condition or treatment with respect to which the Participant or his or her Spouse or Dependent is currently in a course of treatment; or
- any other similar fundamental loss of coverage.

(2) Addition or Significant Improvement of a Benefit Package Option. If during a Period of Coverage the Plan adds a new Benefit Package Option or significantly improves an existing Benefit Package Option, the Plan Administrator may permit the following election changes: (a) Participants who are enrolled in a Benefit Package Option other than the newly added or significantly improved Benefit Package Option may change their elections on a prospective basis to elect the newly added or significantly improved Benefit Package Option; and (b) Employees who are otherwise eligible under Section 3.1 may elect the newly added or significantly improved Benefit Package Option on a prospective basis, subject to the terms and limitations of the Benefit Package Option. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether there has been an addition of, or a significant improvement in, a Benefit Package Option in accordance with prevailing IRS guidance.

(3) Loss of Coverage Under Other Group Health Coverage. A Participant may prospectively change his or her election to add group health coverage for the Participant or his or her Spouse or Dependent, if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code § 7701(a)(40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable Benefit Package Option(s).

(4) Change in Coverage Under Another Employer Plan. A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during his or her employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance. A Participant entitled to change an election as described in this Section 4.7 must do so in accordance with the procedures described in Section 4.5.

(j) Revocation Due to Reduction in Hours

A Participant may revoke his or her Major Medical coverage, along with that of any related individuals, if the Participant experiences a reduction of hours such that he or she will be reasonably expected to work fewer than 30 hours a week on a regular basis and the Participant intends to enroll, along with any such related individuals, in another plan no later than the first day of the second full month following the revocation.

(k) Revocation of Coverage for Purposes of Enrolling in Marketplace Coverage

A Participant may revoke his or her Major Medical coverage if he or she is seeking to enroll, along with any related individuals who cease coverage due to such revocation, in Marketplace coverage (either during the Marketplace's annual open enrollment period or during a special enrollment period) immediately after the revoked coverage ends.

(l) CHIP Special Enrollment Rights

Notwithstanding anything else in this document to the contrary, special enrollment rights shall be made available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as

a result of eligibility for a state premium assistance subsidy under the plan from Medicaid or SCHIP.

4.8 *Reserved*****

4.9 Election Modifications Required by Plan Administrator

The Plan Administrator may, at any time, require any Participant or class of Participants to amend the amount of their Salary Reductions for a Period of Coverage if the Plan Administrator determines that such action is necessary or advisable in order to (a) satisfy any of the Code's nondiscrimination requirements applicable to this Plan or other cafeteria plan; (b) prevent any Employee or class of Employees from having to recognize more income for federal income tax purposes from the receipt of benefits hereunder than would otherwise be recognized; (c) maintain the qualified status of benefits received under this Plan; or (d) satisfy Code nondiscrimination requirements or other limitations applicable to the Employer's qualified plans. In the event that contributions need to be reduced for a class of Participants, the Plan Administrator will reduce the Salary Reduction amounts for each affected Participant, beginning with the Participant in the class who had elected the highest Salary Reduction amount and continuing with the Participant in the class who had elected the next-highest Salary Reduction amount, and so forth, until the defect is corrected.

ARTICLE V. Benefits Offered and Method of Funding

5.1 Benefits Offered

When first eligible or during the Open Enrollment Period as described under Article IV, Participants will be given the opportunity to elect Premium Payment Benefits, as described in Article VI.

5.2 Employer and Participant Contributions

(a) Employer Contributions. For Participants who elect Insurance Benefits described in Article VI, the Employer may contribute a portion of the Contributions as provided in the open enrollment materials furnished to Employees and/or on the Election Form/Salary Reduction Agreement.

(b) Participant Contributions. Participants who elect any of the Medical Insurance Benefits described in Article VI may pay for the cost of that coverage on a pre-tax Salary Reduction basis, or with after-tax deductions, by completing an Election Form/Salary Reduction Agreement.

5.3 Using Salary Reductions to Make Contributions

(a) Salary Reductions per Pay Period. The Salary Reduction for a pay period for a Participant is, for the Benefits elected, (1) an amount equal to the annual Contributions for such Benefits (as described in Section 6.2 for Premium Payment Benefits; (2) an amount otherwise agreed upon between the Employer and the Participant; or (3) an amount deemed appropriate by the Plan Administrator (i.e., in the event of shortage in reducible Compensation, amounts withheld and the Benefits to which Salary Reductions are applied may fluctuate).

(b) Considered Employer Contributions for Certain Purposes. Salary Reductions are applied by the Employer to pay for the Participant's share of the Contributions for the Premium Payment Benefits are considered to be Employer contributions.

(c) Salary Reduction Balance Upon Termination of Coverage. If, as of the date that any elected coverage under this Plan terminates, a Participant's year-to-date Salary Reductions exceed or are less than the Participant's required Contributions for the coverage, then the Employer will, as applicable, either return the excess to the Participant as additional taxable wages or recoup the due Salary Reduction amounts from any remaining Compensation.

(d) After-Tax Contributions for Premium Payment Benefits. For those Participants who elect to pay their share of the Contributions for any of the Medical Insurance Benefits with after-tax deductions, both the Employee and Employer portions of such Contributions will be paid outside of this Plan.

5.4 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer, but Premium Payment Benefits are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid. While the Employer has complete responsibility for the payment of Benefits out of its general assets (except for Premium Payment Benefits paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make Benefit payments on its behalf. The maximum contribution that may be made under this Plan for a Participant is the total of the maximums that may be elected as Employer and Participant Contributions for Premium Payment Benefits, as described in Section 6.2.

ARTICLE VI. Premium Payment Component

6.1 Benefits

The only Insurance Benefits that are offered under the Premium Payment Component are benefits under the Accident, Bridge, Disability, Group Term Life, Hospital Indemnity, Specific Disease or Condition Insurance Plan(s). Notwithstanding any other provision in these Plan(s), these benefits are subject to the terms and conditions of the Insurance Plan(s), and no changes can be made with respect to such Insurance Benefits under this Plan (such as mid-year changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can (a) elect benefits under the Premium Payment Component by electing to pay for his or her share of the Contributions for Medical Insurance Benefits on a pretax Salary Reduction basis (Premium Payment Benefits); or (b) elect no benefits under the Premium Payment Component and to pay for his or her share of the Contributions, if any, for Medical Insurance Benefits with after-tax deductions outside of this Plan. Unless an exception applies (as described in Article IV), such election is irrevocable for the duration of the Period of Coverage to which it relates.

The Employer may at its discretion offer cash in lieu of benefits for Participants who do not choose Insurance Benefits.

6.2 Contributions for Cost of Coverage

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount as set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 Insurance Benefits Provided Under Insurance Plans

Insurance Benefits will be provided by the Insurance Plans, not this Plan. The types and amounts of Insurance Benefits, the requirements for participating in the Insurance Plans, and the other terms and conditions of coverage and benefits of the Insurance Plans are set forth in the Insurance Plans. All claims to receive benefits under the Insurance Plans shall be subject to and governed by the terms and conditions of the Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 Health Insurance Benefits; COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and his or her Spouse and Dependents, as applicable, whose coverage terminates under the Health Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that he or she had under the Health Insurance Plan(s) the day before the qualifying event for the periods prescribed by COBRA.

Such continuation coverage shall be subject to all conditions and limitations under COBRA. Contributions for COBRA coverage for Health Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Health Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLES VII. – XII. *RESERVED*****

ARTICLE XIII. Appeals Procedure

13.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, then claims shall be administered in accordance with the claims procedure set forth in the summary plan description for this Plan. The Committee acts on behalf of the Plan Administrator with respect to appeals.

13.2 Claims Procedures for Insurance Benefits

Claims and reimbursement for Insurance Benefits shall be administered in accordance with the claims procedures for the Insurance Benefits, as set forth in the plan documents and/or summary plan description(s) for the Insurance Plan(s).

ARTICLE XIV. Recordkeeping and Administration

14.1 Plan Administrator

The administration of this Plan shall be under the supervision of the Plan Administrator. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

14.2 Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following discretionary authority:

- (a) to construe and interpret this Plan, including all possible ambiguities, inconsistencies, and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan (provided that, notwithstanding the first paragraph in this Section 14.2, the Committee shall exercise such exclusive power with respect to an appeal of a claim under Section 13.1);
- (b) to prescribe procedures to be followed and the forms to be used by Employees and Participants to make elections pursuant to this Plan;
- (c) to prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Plan Administrator determines to be appropriate;
- (d) to request and receive from all Employees and Participants such information as the Plan Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- (e) to furnish each Employee and Participant with such reports with respect to the administration of this Plan as the Plan Administrator determines to be reasonable and appropriate, including appropriate statements setting forth the amounts by which a Participant's Compensation has been reduced in order to provide benefits under this Plan;
- (f) to receive, review, and keep on file such reports and information regarding the benefits covered by this Plan as the Plan Administrator determines from time to time to be necessary and proper;
- (g) to appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- (h) to sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- (i) to secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and
- (j) to maintain the books of accounts, records, and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

14.3 Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information, or election of a Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a Participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions, and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

14.4 *Reserved*****

14.5 Fiduciary Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

14.6 Compensation of Plan Administrator

Unless otherwise determined by the Employer and permitted by law, any Plan Administrator that is also an Employee of the Employer shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of their duties shall be paid by the Employer.

14.7 Bonding

The Plan Administrator shall be bonded to the extent required by ERISA.

14.8 Insurance Contracts

The Employer shall have the right (a) to enter into a contract with one or more insurance companies for the purposes of providing any benefits under the Plan; and (b) to replace any of such insurance companies or contracts at its discretion. Any dividends, retroactive rate adjustments, or other refunds of any type that may become payable under any such insurance contract shall not be assets of the Plan but shall be the property of and be retained by the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such insurance.

14.9 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.10 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE XV. General Provisions

15.1 *Reserved*****

15.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Employee and the Employer to the effect that such Employee will be employed for any specific period of time. All Employees are considered to be employed at the will of the Employer.

15.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Employer may amend or terminate all or any part of this Plan at any time for any reason and any such amendment or termination will automatically apply to the Related Employers that are participating in this Plan.

15.4 Governing Law

This Plan shall be construed, administered, and enforced according to the laws of the State of Iowa, to the extent not superseded by the Code, ERISA, or any other federal law.

15.5 Code and ERISA Compliance

It is intended that this Plan meet all applicable requirements of the Code , ERISA (if ERISA is applicable) and of all regulations issued thereunder. This Plan shall be construed, operated, and administered accordingly, and in the event of any conflict between any part, clause, or provision of this Plan and the Code and/or ERISA (if ERISA is applicable), the provisions of the Code and ERISA (if ERISA is applicable) shall be deemed controlling, and any conflicting part, clause, or provision of this Plan shall be deemed superseded to the extent of the conflict.

15.6 No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

15.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis and if such payments do not qualify for such treatment under the Code, then such Participant shall indemnify and reimburse the Employer for any liability that it may incur for failure to withhold federal income taxes, Social Security taxes, or other taxes from such payments or reimbursements.

15.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to the extent required by law.

15.9 Headings

The headings of the various Articles and Sections are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

15.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

15.11 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder of the Plan shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the CITY

OF CARTER LAKE FBP Salary Reduction Plan, CITY OF CARTER LAKE FBP has caused this Plan to be executed in its name and on its behalf, on this ____ day of _____, 20__.

By: _____

Its: _____

THE CITY OF CARTER LAKE FBP CAFETERIA PLAN

SUMMARY PLAN DESCRIPTION

Introduction

CITY OF CARTER LAKE FBP sponsors the CITY OF CARTER LAKE FBP Cafeteria Plan (the "Cafeteria Plan") that allows eligible Employees to choose from a menu of different benefits paid for with pre-tax dollars. (Such plans are also commonly known as "salary reduction plans" or "Section 125 plans").

This Summary Plan Description ("SPD") describes the basic features of the Cafeteria Plan, how it generally operates and how Employees can gain the maximum advantage from it.

PLEASE NOTE: This SPD is for general informational purposes only. It does not describe every detail of the Cafeteria Plan. If there is a conflict between the Cafeteria Plan documents and this SPD, then the Cafeteria Plan documents will control.

Cafeteria Plan

CAF Q-1. How do I pay for CITY OF CARTER LAKE FBP benefits on a pre-tax basis?

If you become eligible for the plan during the plan year, your Employer will automatically enroll you in the plan unless you indicate to your Employer in writing (or electronically) that you do not wish to be so enrolled. At the Employer's option, this may be done with a traditional "paper" salary reduction agreement or it may be done in electronic form. Whatever medium is used, it shall be referred to as a Salary Reduction Agreement for purposes of this SPD.

BE ADVISED: Your Employer uses a rolling or "evergreen" election procedure for this Plan. This means you will automatically maintain the same benefits at the same level from Plan Year to Plan Year unless you indicate that you wish to do something differently during the Open Enrollment Period. Please be sure to review your benefits during the Open Enrollment Period to ensure that they meet your anticipated needs.

When you pay for benefits on a pre-tax basis, you reduce your salary to pay for your share of the cost of coverage with pretax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes.");

Example CAF Q-1(a): Sally is paid an annual salary of \$30,000. Sally elects to pay for \$2,000 worth of benefits for the Plan Year on a pre-tax basis. By doing so, she is electing to reduce her salary, and therefore also her taxable income, by \$2,000 for the year to \$28,000.

From then on, you must pay contributions for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

Example CAF Q-1(b): Using the same facts from Example Q-1(a), suppose Sally is paid 26 times a year (bi-weekly). Because she has elected \$2,000 in benefits, she will have \$76.92 deducted from each paycheck for the year (\$2,000 divided by 26 paychecks equals \$76.92).

CAF Q-2. What benefits may be elected under the Cafeteria Plan?

The Cafeteria Plan includes the following benefit plans:

The Premium Payment Component permits an Employee to pay for his or her share of contributions for insurance plans

with pretax dollars. Under the CITY OF CARTER LAKE FBP Cafeteria Plan, these benefits may include:

- * Accident
- * Bridge
- * Disability
- * Group Term Life
- * Hospital Indemnity
- * Specific Disease or Condition

If you select any or all of these benefits, you will likely pay all or some of the contributions; the Employer may contribute some or no portion of them. The applicable amounts will be described in documents furnished separately to you as necessary from time to time.

The Employer may at its own discretion offer cash in lieu of benefits for participants who do not choose benefits. If the Employer does choose this option, participants will be informed through other communications.

CAF Q-3. Who can participate in the Cafeteria Plan?

Employees who are working 30 hours per week or more are eligible to participate in the Cafeteria Plan following 60 days of employment with the Employer, provided that the election procedures in CAF Q-5 are followed.

An "Employee" is any individual who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll.

Please note: "Employee" does not include the following:

(a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or an individual classified by the Employer as a contract worker, independent contractor, temporary employee, or casual employee for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer;

(b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer;

(c) ***RESERVED***;

(d) any individual considered "self-employed" by the IRS because of an ownership interest in CITY OF CARTER LAKE FBP;

or (e) a "seasonal employee."

CAF Q-4. What tax savings are possible under the Cafeteria Plan?

You may save both federal income tax and FICA (Social Security/Medicare) taxes by participating in the CITY OF CARTER LAKE FBP Cafeteria Plan.

Example CAF Q4(a): Suppose Sally pays 15% in federal income taxes for the year. With an annual salary of \$30,000, that could mean as much as \$4,500 in federal income taxes, plus \$2,295 in FICA taxes (calculated at 7.65% of income). But by electing \$2,000 of cafeteria plan benefits for the year, Sally lowers her income by \$2,000, meaning she is only taxed on \$28,000. This comes out to \$4,200 in income tax plus \$2,142 in FICA tax. That's a \$453 tax savings for the year.

(Caution: This example is intended to illustrate the general effect of "pre-taxing" benefits through a cafeteria plan. It does not take into account the effects of filing status, tax exemptions, tax deductions and other factors affecting tax liability. Furthermore, the amount of the contributions used in this example is not meant to reflect your actual contributions. It is also not intended to reflect specifically upon your particular tax situation. You are encouraged to consult with your accountant or other professional tax advisor with regard to your particular tax situation, especially with regard to state and local taxes.)

CAF Q-5. When does participation begin and end in the Cafeteria Plan?

After you satisfy the eligibility requirements, you can become a Participant on the first day of the next calendar month by electing benefits in a manner such as described in CAF Q-1. An eligible Employee who does not elect benefits will not be able to elect any benefits under the Cafeteria Plan until the next Open Enrollment Period (unless a "Change in Election Event" occurs, as explained in CAF Q-7).

An Employee continues to participate in the Cafeteria Plan until (a) termination of the Cafeteria Plan; or (b) the date on which the Participant ceases to be an eligible Employee (because of retirement, termination of employment, layoff, reduction of hours, or any other reason). However, for purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-8 and CAF Q-12 for more information about this as information about how termination of participation affects your Benefits.

CAF Q-6. What is meant by "Open Enrollment Period" and "Plan Year"?

The "Open Enrollment Period" is the period during which you have an opportunity to participate under the Cafeteria Plan by electing to do so. (See Q-5.) You will be notified of the timing and duration of the Open Enrollment Period, which for any new Plan Year generally will occur during the quarter preceding the new Plan Year.

The Plan Year for the CITY OF CARTER LAKE FBP Cafeteria Plan is the period beginning on May 01 2017 and ending on April 30 2018.

CAF Q-7. Can I change my elections under the Cafeteria Plan during the Plan Year?

Except in the case of HSA elections, you generally cannot change your election to participate in the Cafeteria Plan or vary the salary reduction amounts that you have selected during the Plan Year (this is known as the "irrevocability rule"). Of course, you can change your elections for benefits and salary reductions during the Open Enrollment Period, but those election changes will apply only for the following Plan Year.

However, there are several important exceptions to the irrevocability rule, many of which have to do with events in your personal or professional life that may occur during the Plan Year.

Here are the exceptions to the irrevocability rule:

1. Leaves of Absence

You may change an election under the Cafeteria Plan upon FMLA and non-FMLA leave only as described in CAF Q-14.

2. Change in Status.

If one or more of the following Changes in Status occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described in item 3 below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis,

determines are permitted under IRS regulations:

- * a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment);
- * a change in the number of your Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);
- * any of the following events that change the employment status of you, your Spouse, or your Dependent and that affect benefits eligibility under a cafeteria plan (including this Cafeteria Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid, union to non-union, or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;
- * an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as an employee's child covered as a dependent by an accident or health plan who turns 27 during the taxable year); or
- * a change in your, your Spouse's, or your Dependent's place of residence.

3. Change in Status - Other Requirements.

If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage eligibility.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

* *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For Health Insurance Benefits, a special rule governs which type of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with that Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of this Cafeteria Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage. See CAF Q-12.

* *Gain of Coverage Eligibility Under Another Employer's Plan.* For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another Employer's cafeteria plan (or qualified benefit plan) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Cafeteria Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other Employer's plan.

4. Special Enrollment Rights. In certain circumstances, enrollment for Health Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Health Insurance Benefits. When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Cafeteria Plan to correspond with the special enrollment right. Special enrollments may also be available as a result of a loss of eligibility for Medicaid or for coverage under a state children's health insurance program (SCHIP) or as a result of eligibility for a state premium assistance subsidy under the plan from

Medicaid or SCHIP.

5. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment, or custody change requires your child (including a foster child who is your Dependent) to be covered under the Health Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child, provided that such coverage is, in fact, provided for the child.

6. Medicare or Medicaid. If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.

7. Change in Cost. If the cost charged to you for your Health Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefit package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefit package option provides similar coverage. Coverage under another employer plan, such as the plan of a Spouse's or Dependent's employer, may be treated as similar coverage if it otherwise meets the requirements of similar coverage.) If the cost of Health Insurance significantly decreases during the Plan Year, then the Plan Administrator may permit the following election changes: (a) if you are enrolled in the benefit package option that has decreased in cost, you may make a corresponding decrease in your contributions; (b) if you are enrolled in another benefit package option (such as the HMO option under the Medical Insurance Plan), you may change your election on a prospective basis to elect the benefit package option that has decreased in cost (such as the PPO option under the Medical Insurance Plan); or (c) if you are otherwise eligible, you may elect the benefit package option that has decreased in cost on a prospective basis, subject to the terms and limitations of the benefit package option.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost.

The Plan Administrator generally will notify you of increases or decreases in the cost of Health Insurance benefits.

8. Change in Coverage. You may also change your election if one of the following events occurs:

* *Significant Curtailment of Coverage.* If your Health Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefit package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally loss of one particular physician in a network does not constitute significant curtailment.) If your Health Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefit package option that provides similar coverage, elect similar coverage under the plan of your Spouse's employer, or drop coverage, but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.

* *Addition or Significant Improvement of Cafeteria Plan Option.* If the Cafeteria Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.

* *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children's health insurance program or certain Indian tribal

programs).

* *Change in Election Under Another Employer Plan.* You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Cafeteria Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan, which it does.

For example, if an election to drop coverage is made by your Spouse during his or her Employer's open enrollment, you may add coverage under the Cafeteria Plan to replace the dropped coverage.

9. Intention or Need to Obtain Coverage through a Marketplace Established under the Affordable Care Act.

You may revoke your Health Insurance Benefits coverage mid-Plan Year if either one of the following applies:

* You are seeking to enroll yourself and any other related individuals in coverage to be obtained through a Marketplace.

* You have experienced a reduction of hours and reasonably expect to be working less than 30 hours for the foreseeable future and will seek coverage to be obtained through a Marketplace.

CAF Q-8. What happens if my employment ends during the Plan Year or I lose eligibility for other reasons?

If your employment with the Employer is terminated during the Plan Year, then your active participation in the Cafeteria Plan will cease and you will not be able to make any more contributions to the Cafeteria Plan for Insurance Benefits.

See CAF Q-12 for information on your right to continued or converted group health coverage after termination of your employment.

For purposes of pre-taxing COBRA coverage for Health Insurance Benefits, certain Employees may be able to continue eligibility in the Cafeteria Plan for certain periods. See CAF Q-12.

If you are rehired within the same Plan Year and are eligible for the Cafeteria Plan, then you may make new elections, provided that you are rehired more than 30 days after you terminated employment. If you are rehired within 30 days or less during the same Plan Year, then your prior elections will be reinstated.

If you cease to be an eligible Employee for reasons other than termination of employment, such as a reduction of hours, then you must complete the waiting period described in CAF Q-3 before again becoming eligible to participate in the Plan.

CAF Q-9. *RESERVED*****

CAF Q-10. How long will the Cafeteria Plan remain in effect?

Although the Employer expects to maintain the Cafeteria Plan indefinitely, it has the right to amend or terminate all or any part of the Cafeteria Plan at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Cafeteria Plan be amended accordingly.

CAF Q-11. What happens if my claim for benefits is denied?

Insurance Benefits

The applicable insurance company will decide your claim in accordance with its claims procedures. If your claim is

denied, you may appeal to the insurance company for a review of the denied claim. If you don't appeal on time, you will lose your right to file suit in a state or federal court, as you will not have exhausted your internal administrative appeal rights (which generally is a prerequisite to bringing a suit in state or federal court). For more information about how to file a claim and for details regarding the medical insurance company's claims procedures, consult the claims procedure applicable under that plan or policy, as described in the plan document or summary plan description for the Insurance Plan.

Appeals.

If your claim is denied in whole or part, then you (or your authorized representative) may request review upon written application to the "Committee" (the Benefits Committee that acts on behalf of the Plan Administrator with respect to appeals). Your appeal must be made in writing within 180 days after your receipt of the notice that the claim was denied. If you do not appeal on time, you will lose the right to appeal the denial and the right to file suit in court. Your written appeal should state the reasons that you feel your claim should not have been denied. It should include any additional facts and/or documents that you feel support your claim. You will have the opportunity to ask additional questions and make written comments, and you may review (upon request and at no charge) documents and other information relevant to your appeal.

Decision on Review.

Your appeal will be reviewed and decided by the Committee or other entity designated in the Plan in a reasonable time not later than 60 days after the Committee receives your request for review. The Committee may, in its discretion, hold a hearing on the denied claim. Any medical expert consulted in connection with your appeal will be different from and not subordinate to any expert consulted in connection with the initial claim denial. The identity of a medical expert consulted in connection with your appeal will be provided. If the decision on review affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

- * the specific reason(s) for the decision on review;
- * the specific Plan provision(s) on which the decision is based;
- * a statement of your right to review (upon request and at no charge) relevant documents and other information;
- * if an internal rule, guideline, protocol, or other similar criterion is relied on in making the decision on review, then a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request;

CAF Q-12. What is "Continuation Coverage" and how does it work?

COBRA

If you have elect Health Insurance Benefits under this Plan, you may have certain rights to the continuation of such benefits after a "Qualifying Event" (e.g., a termination of employment). See Appendix B of this SPD for a detailed description of your rights to "continuation coverage" under COBRA.

USERRA

Continuation and reinstatement rights may also be available if you are absent from employment due to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). More information about coverage under USERRA is available from the Plan Administrator.

CAF Q-13. How will participating in the Cafeteria Plan affect my Social Security and other benefits?

Participating in the Cafeteria Plan will reduce the amount of your taxable income, which may result in a decrease in your Social Security benefits and/or other benefits which are based on taxable income. However, the tax savings that you

realize through Cafeteria Plan participation will often more than offset any reduction in other benefits. If you are still unsure, you are encouraged to consult with your accountant or other tax advisor.

CAF Q-14. How do leaves of absence (such as under FMLA) affect my benefits?

FMLA Leaves of Absence.

If the Employer is subject to the federal Family and Medical Leave Act of 1993 and you go on a qualifying leave under the FMLA, then to the extent required by the FMLA your Employer will continue to maintain your Health Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis).

If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Insurance Benefits, then you may pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pretax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to.

If your Health Insurance coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave.

If you are commencing or returning from FMLA leave, then your election for non-health benefits provided under this Plan, if any, will be treated in the same way as under your Employer's policy for providing such Benefits for Participants on a non-FMLA leave (see below). If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence.

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave, or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply.

Premium Payment Benefits

PREM Q-1. What are "Premium Payment Benefits"?

As described in CAF Q-1, if you elect Premium Payment Benefits you will be able to pay for your share of contributions for Insurance Benefits with pre-tax dollars by electing to do so. Because the share of the contributions that you pay will be with pre-tax funds, you may save both federal income taxes and FICA (Social Security) taxes. See Q-4.

PREM Q-2. How are my Premium Payment Benefits paid?

As described in CAF Q-1 and in PREM Q-1, if you select an Insurance Plan described in CAF Q-2, then you may be required to pay a portion of the contributions. When you complete the Election Form/Salary Reduction Agreement, if you elect to pay for benefits on a pre-tax basis you agree to a salary reduction to pay for your share of the cost of coverage (also known as contributions) with pre-tax funds instead of receiving a corresponding amount of your regular pay that would otherwise be subject to taxes. From then on, you must pay a contribution for such coverage by having that portion deducted from each paycheck on a pre-tax basis (generally an equal portion from each paycheck, or an amount otherwise agreed to or as deemed appropriate by the Plan Administrator).

The Employer may contribute all, some, or no portion of the Premium Payment Benefits that you have selected, as described in documents furnished separately to you from time to time.

Miscellaneous

MISC Q-1

COBRA and HIPAA Rights. You have a right to continue your Health Insurance Plan coverage for yourself if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

HIPAA Privacy Rights. Under another provision of HIPAA, group health plans are required to take steps to ensure that certain "protected health information" (PHI) is kept confidential. You may receive a separate notice from the Employer (or medical insurers) that outlines its health privacy policies.

Right to Review. If your claim for a benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

MISC Q-2. What other general information should I know?

This MISC Q-2 contains certain general information that you may need to know about the Plan.

Plan Information

Official Name of the Plan: CITY OF CARTER LAKE FBP Cafeteria Plan

Plan Number: 501

Effective Date: May 01 2017.

Plan Year: May 01 2017 to April 30 2018. Your Plan's records are maintained on this period of time

Type of Plan: Welfare plan providing various insurance benefits

Employer/Plan Sponsor Information

Name and Address:

CITY OF CARTER LAKE FBP
950 LOCUST ST
CARTER LAKE, IA 51510

Federal employee tax identification number (EIN): 426004325

Plan Administrator Information

Name, Address, and business telephone number:

CITY OF CARTER LAKE FBP
950 LOCUST ST
CARTER LAKE, IA 51510
Attention: Human Resources Manager
Telephone: 7123476320

Agent for Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

CITY OF CARTER LAKE FBP
950 LOCUST ST
CARTER LAKE, IA 51510
Attention: Benefits Committee

Qualified Medical Child Support Order

The Health Insurance Plans will provide benefits as required by any qualified medical child support order (QMCSO), as defined in ERISA § 609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of such procedures from the Plan Administrator.

Newborns' and Mothers' Health Protection Act of 1996

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or to less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Appendix A

*****Affiliated Employers*****

Appendix B

COBRA CONTINUATION COVERAGE RIGHTS under the CITY OF CARTER LAKE FBP Cafeteria Plan (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. PLEASE READ THE FOLLOWING CAREFULLY.

The CITY OF CARTER LAKE FBP Cafeteria Plan has group health insurance components and you may be enrolled in one or more of these components. COBRA (and the description of COBRA coverage contained in this SPD) applies only to the group health plan benefits offered under the Plan and not to any other benefits offered under the Plan or by CITY OF CARTER LAKE FBP. The Plan provides no greater COBRA rights than what COBRA requires - nothing in this SPD is intended to expand your rights beyond COBRA's requirements.

What Is COBRA Coverage?

COBRA coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below in the section entitled "Who Is Entitled to Elect COBRA?"

COBRA coverage may become available to "qualified beneficiaries"

After a qualifying event occurs and any required notice of that event is properly provided to CITY OF CARTER LAKE FBP, COBRA coverage must be offered to each person losing Plan coverage 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. (Certain newborns, newly adopted children, and alternate recipients under QMCSOs may also be qualified beneficiaries. This is discussed in more detail in separate paragraphs below.)

Who Is Entitled to Elect COBRA?

We use the pronoun "you" in the following paragraphs regarding COBRA to refer to each person covered under the Plan who is or may become a qualified beneficiary.

Qualifying events for the covered employee

If you are an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because either one of the following qualifying events happens:

- * your hours of employment are reduced; or
- * your employment ends for any reason other than your gross misconduct.

Qualifying events for the covered spouse

If you are the spouse of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- * your spouse dies;
- * your spouse's hours of employment are reduced;
- * your spouse's employment ends for any reason other than his or her gross misconduct;
- * you become divorced or legally separated from your spouse. Also, if your spouse (the employee) reduces or eliminates your group health coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a qualifying event for you even though your

coverage was reduced or eliminated before the divorce or separation.

Qualifying events for dependent children

If you are the dependent child of an employee, you will be entitled to elect COBRA if you lose your group health coverage under the Plan because any of the following qualifying events happens:

- * your parent-employee dies;
- * your parent-employee's hours of employment are reduced;
- * your parent-employee's employment ends for any reason other than his or her gross misconduct;
- * you stop being eligible for coverage under the Plan as a "dependent child."

Electing COBRA after leave under the Family and Medical Leave Act (FMLA)

Under special rules that apply if an employee does not return to work at the end of an FMLA leave, some individuals may be entitled to elect COBRA even if they were not covered under the Plan during the leave. Contact CITY OF CARTER LAKE FBP for more information about these special rules.

Special second election period for certain eligible employees who did not elect COBRA

Certain employees and former employees who are eligible for federal trade adjustment assistance (TAA) or alternative trade adjustment assistance (ATAA) are entitled to a second opportunity to elect COBRA for themselves and certain family members (if they did not already elect COBRA) during a special second election period of 60 days or less (but only if the election is made within six months after Plan coverage is lost).

When Is COBRA Coverage Available?

When the qualifying event is the end of employment, reduction of hours of employment, or death of the employee, the Plan will offer COBRA coverage to qualified beneficiaries. You need not notify CITY OF CARTER LAKE FBP of any of these qualifying events.

Caution:

You stop being eligible for coverage as dependent child whenever you fail to satisfy any part of the plan's definition of dependent child.

You must notify the plan administrator of certain qualifying events by this deadline

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), a COBRA election will be available to you only if you notify CITY OF CARTER LAKE FBP in writing within 60 days after the later of (1) the date of the qualifying event; or (2) 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.

No COBRA election will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Qualifying Event Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to CITY OF CARTER LAKE FBP during the 60-day notice period, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.

How to elect COBRA

To elect COBRA, you must complete the Election Form that is part of the Plan's COBRA election notice and mail or hand-deliver it to CITY OF CARTER LAKE FBP. 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 CITY OF CARTER LAKE FBP.

Deadline for COBRA election

If mailed, your election must be postmarked (or if hand-delivered, your election must be received by the individual at the address specified on the Election Form) no later than 60 days after the date of the COBRA election notice provided to you at the time of your qualifying event (or, if later, 60 days after the date that Plan coverage is lost). **IF YOU DO NOT SUBMIT A COMPLETED ELECTION FORM BY THIS DUE DATE, YOU WILL LOSE YOUR RIGHT TO ELECT COBRA.**

Independent election rights

Each qualified beneficiary will have an independent right to elect COBRA.

Any qualified beneficiary for whom COBRA is not elected within the 60-day election period specified in the Plan's COBRA election notice **WILL LOSE HIS OR HER RIGHT TO ELECT COBRA COVERAGE.**

Special Considerations in Deciding Whether to Elect COBRA

In 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 have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your 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 to you.

Length of COBRA Coverage

COBRA coverage is a temporary continuation of coverage. The COBRA coverage periods described below are maximum coverage periods.

COBRA coverage can end before the end of the maximum coverage period for several reasons, which are described in the section below entitled "Termination of COBRA Coverage Before the End of the Maximum Coverage Period."

Death, divorce, legal separation, or child's loss of dependent status

When Plan coverage is lost due to the death of the employee, the covered employee's divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA coverage under the Plan's Medical and Dental components can last for up to a total of 36 months.

If the covered employee becomes entitled to Medicare within 18 months before his or her termination of employment or reduction of hours.

When Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA coverage under the Plan's Medical and Dental components for qualified beneficiaries (other than the employee) who lose coverage as a result of the qualifying event can last until up to 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight months before the date on which his employment terminates, COBRA coverage for his spouse and children who lost coverage as a result of his 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 the covered employee becomes entitled to Medicare within 18 months **BEFORE** the termination or reduction of hours.

Termination of employment or reduction of hours

Otherwise, when Plan coverage is lost due to the end of employment or reduction of the employee's hours of employment, COBRA coverage under the Plan's Medical and Dental components generally can last for only up to a total of 18 months.

Extension of Maximum Coverage Period

If the qualifying event that resulted in your COBRA election was the covered employee's 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 CITY OF CARTER LAKE FBP 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.

Disability extension of COBRA coverage

If a qualified beneficiary is determined by the Social Security Administration to be disabled and you notify CITY OF CARTER LAKE FBP 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 the covered employee's termination of employment or reduction of hours. The disability must have started at some time before the 61st day after the covered employee's termination of employment or reduction of hours and must last at least until the end of the period of COBRA coverage that would be available without the disability extension (generally 18 months, as described above). Each qualified beneficiary will be entitled to the disability extension if one of them qualifies.

You must notify CITY OF CARTER LAKE FBP of a qualified beneficiary's disability by this deadline

The disability extension is available only if you notify CITY OF CARTER LAKE FBP 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 the covered employee's termination of employment or reduction of hours; and

- * the date on which the qualified beneficiary loses (or would lose) coverage under the terms of the Plan as a result of the covered employee's termination of employment or reduction of hours.

You must also provide this notice within 18 months after the covered employee's termination of employment or reduction of hours in order to be entitled to a disability extension.

No disability extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Disability Form" and you must follow the notice procedures specified in the section below entitled "Notice Procedures."

If these procedures are not followed or if the notice is not provided to CITY OF CARTER LAKE FBP during the 60-day notice period and within 18 months after the covered employee's termination of employment or reduction of hours, then there will be no disability extension of COBRA coverage.

Second qualifying event extension of COBRA coverage

An extension of coverage will be available to spouses and dependent children who are receiving COBRA coverage if a

second qualifying event occurs during the 18 months (or, in the case of a disability extension, the 29 months) following the covered employee's 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 the death of a covered employee, divorce or legal separation from the covered employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the 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 the Plan when a covered employee becomes entitled to Medicare after his or her termination of employment or reduction of hours.)

You must notify CITY OF CARTER LAKE FBP of a second qualifying event by this deadline

This extension due to a second qualifying event is available only if you notify CITY OF CARTER LAKE FBP in writing of the second qualifying event within 60 days after the date of the second qualifying event.

No extension will be available unless you follow the Plan's notice procedures and meet the notice deadline

In providing this notice, you must use the Plan's form entitled "Notice of Second Qualifying Event Form" (you may obtain a copy of this form from CITY OF CARTER LAKE FBP at no charge), and you must follow the notice procedures specified in the section below entitled "Notice Procedures." If these procedures are not followed or if the notice is not provided to CITY OF CARTER LAKE FBP during the 60-day notice period, then there will be no extension of COBRA coverage due to a second qualifying event.

Termination of COBRA Coverage Before the End of the Maximum Coverage Period

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 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 (COBRA coverage for all qualified beneficiaries, not just the disabled qualified beneficiary, will terminate).

COBRA coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

You must notify CITY OF CARTER LAKE FBP if a qualified beneficiary becomes entitled to Medicare or obtains other group health plan coverage

You must notify CITY OF CARTER LAKE FBP 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. In addition, if you were already entitled to Medicare before electing COBRA, notify Employer of the date of your Medicare entitlement at the address shown in the section below entitled "Notice Procedures."

You must notify CITY OF CARTER LAKE FBP if a qualified beneficiary ceases to be disabled

If a disabled qualified beneficiary is determined by the Social Security Administration to no longer be disabled, you must notify CITY OF CARTER LAKE FBP of that fact within 30 days after the Social Security Administration's determination.

Cost of COBRA Coverage

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% (or, in the case of an extension of COBRA coverage due to a disability, 150%)

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 your COBRA premiums may change from time to time during your period of COBRA coverage and will most likely increase over time. You will be notified of COBRA premium changes.

Payment for COBRA Coverage

How premium payments must be made

All COBRA premiums must be paid by check. Your first payment and all monthly payments for COBRA coverage must be mailed or hand-delivered to the individual at the payment address specified in the election notice provided to you at the time of your qualifying event. However, if the Plan notifies you of a new address for payment, you must mail or hand-deliver all payments for COBRA coverage to the individual at the address specified in that notice of a new address.

When premium payments are considered to be made

If mailed, your payment is considered to have been made on the date that it is postmarked. If hand-delivered, your payment is considered to have been made when it is received by the individual at the address specified above. You will not be considered to have made any payment by mailing or hand-delivering a check if your check is returned due to insufficient funds or otherwise.

First payment for COBRA coverage

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 your election. (This is the date your Election Form is postmarked, if mailed, or the date your Election Form is received by the individual at the address specified for delivery of the Election Form, if hand-delivered.) See the section above entitled "Electing COBRA Coverage."

Your first payment must cover the cost of COBRA coverage from the time your 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 terminates on September 30, and she loses coverage on September 30. Sue elects COBRA on November 15. Her initial premium payment equals the premiums for October and November and is due on or before December 30, the 45th day after the date of her COBRA election.)

You are responsible for making sure that the amount of your first payment is correct. You may contact CITY OF CARTER LAKE FBP using the contact information provided below to confirm the correct amount of your first payment. Claims for reimbursement will not be processed and paid until you have elected COBRA and made the first payment for it.

If you do not make your first payment for COBRA coverage in full within 45 days after the date of your election, you will lose all COBRA rights under the Plan.

Monthly payments for COBRA coverage

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 to you at the time of your 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 the Plan will continue for that month without any break. CITY OF CARTER LAKE FBP will not send periodic notices of payments due for these coverage periods (that is, we will not send a bill to you for your COBRA coverage - it is your responsibility to pay your COBRA premiums on time).

Grace periods for monthly COBRA premium payments

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. Your 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 the 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 you submit for benefits while your coverage is suspended may be denied and may have to be resubmitted once your 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.

More Information About Individuals Who May Be Qualified Beneficiaries

Children born to or placed for adoption with the covered employee during a period of COBRA coverage

A child born to, adopted by, or placed for adoption with a covered employee during a period of COBRA coverage is considered to be a qualified beneficiary provided that, if the covered employee is a qualified beneficiary, the covered employee has elected COBRA coverage for himself or herself. The child's COBRA coverage begins when the child is enrolled in the 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 in the Plan, the child must satisfy the otherwise applicable Plan eligibility requirements (for example, regarding age).

Alternate recipients under QMCSOs

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by CITY OF CARTER LAKE FBP during the covered employee's period of employment with CITY OF CARTER LAKE FBP is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

NOTICE PROCEDURES CITY OF CARTER LAKE FBP Welfare Benefits Plan (the Plan)

WARNING: If your notice is late or if you do not follow these notice procedures, you and all related qualified beneficiaries will lose the right to elect COBRA (or will lose the right to an extension of COBRA coverage, as applicable).

Notices Must Be Written and Submitted on Plan Forms

Any notice that you provide must be in writing and must be submitted on the Plan's required form (the Plan's required forms are described above in this SPD, and you may obtain copies from CITY OF CARTER LAKE FBP without charge). Oral notice, including notice by telephone, is not acceptable. Electronic (including e-mailed or faxed) notices are not acceptable.

How, When, and Where to Send Notices

You must mail or hand-deliver your notice to:

Human Resources Manager
CITY OF CARTER LAKE FBP
950 LOCUST ST

However, if a different address for notices to the Plan appears in the Plan's most recent summary plan description, you must mail or hand-deliver your notice to that address (if you do not have a copy of the Plan's most recent summary plan description, you may request one from CITY OF CARTER LAKE FBP).

If mailed, your notice must be postmarked no later than the last day of the applicable notice period. If hand-delivered, your notice must be received by the individual at the address specified above no later than the last day of the applicable notice period. (The applicable notice periods are described in the paragraphs above entitled "You must notify the plan administrator of certain qualifying events by this deadline," "You must notify CITY OF CARTER LAKE FBP of a qualified beneficiary's disability by this deadline", and "You must notify CITY OF CARTER LAKE FBP of a second qualifying event by this deadline.")

Information Required for All Notices

Any notice you provide must include (1) the name of the Plan (CITY OF CARTER LAKE FBP Welfare Benefits Plan); (2) the name and address of the employee who is (or was) covered under the Plan; (3) the name(s) and address(es) of all qualified beneficiary(ies) who lost coverage as a result of the qualifying event; (4) the qualifying event and the date it happened; and (5) the certification, signature, name, address, and telephone number of the person providing the notice.

Additional Information Required for Notice of Qualifying Event

If the qualifying event is a divorce or legal separation, your notice must include a copy of the decree of divorce or legal separation. If your coverage is reduced or eliminated and later a divorce or legal separation occurs, and if you are notifying CITY OF CARTER LAKE FBP that your Plan coverage was reduced or eliminated in anticipation of the divorce or legal separation, your notice must include evidence satisfactory to CITY OF CARTER LAKE FBP that your coverage was reduced or eliminated in anticipation of the divorce or legal separation.

Additional Information Required for Notice of Disability

Any notice of disability that you provide must include (1) the name and address of the disabled qualified beneficiary; (2) the date that the qualified beneficiary became disabled; (3) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (4) the date that the Social Security Administration made its determination; (5) a copy of the Social Security Administration's determination; and (6) a statement whether the Social Security Administration has subsequently determined that the disabled qualified beneficiary is no longer disabled.

Additional Information Required for Notice of Second Qualifying Event

Any notice of a second qualifying event that you provide must include (1) the names and addresses of all qualified beneficiaries who are still receiving COBRA coverage; (2) the second qualifying event and the date that it happened; and (3) if the second qualifying event is a divorce or legal separation, a copy of the decree of divorce or legal separation.

Who May Provide Notices

The covered employee, a qualified beneficiary who lost coverage due to the qualifying event described in the notice, or a representative acting on behalf of either may provide notices. A notice provided by any of these individuals will satisfy any responsibility to provide notice on behalf of all qualified beneficiaries who lost coverage due to the qualifying event described in the notice.

THIS CONCLUDES THE SUMMARY OF YOUR CONTINUATION COVERAGE RIGHTS UNDER COBRA. PLEASE CONTACT THE HUMAN RESOURCES OFFICE (OR THE EQUIVALENT THEREOF) OF CITY OF CARTER LAKE FBP IF YOU HAVE ANY QUESTIONS OR NEED MORE INFORMATION.

RESOLUTION NO. _____

WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for water, sewer and garbage utilities; and

WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and

WHEREAS, it has been determined that tax liens will be assessed against the property that has received the services, in the event the property owners fail to pay for said services and administrative fees; and

WHEREAS, services have been provided to the properties listed and bills have been rendered to the property owner; and

WHEREAS, the bills remain outstanding;

NOW THEREFORE BE IT RESOLVED that liens be assessed against the properties listed for the amounts determined

(SEE ATTACHMENT)

BE IT FURTHER RESOLVED that the outstanding amounts be liened and collectible as follows:

\$150 or less – current tax collection (1 year to pay) – no interest

\$151 to \$500 – spread out over 3 years – 5% interest

\$501 to \$1500 – spread out over 5 years – 7% interest

\$1501 and above – spread out over 10 years – 9% interest

Passed and approved this 15th day of May, 2017.

Gerald Waltrip, Mayor

ATTEST:

Jackie Stender, City Clerk

WATER LIENS - May 2017

05-206000-06	1333 Janbrook Blvd	117.36	08/16/16
05-206000-07	1333 Janbrook Blvd	123.47	03/01/17
05-412000-01	1118 Redick Blvd	215.23	03/17/16

RESOLUTION NO. _____

WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for weed removal; and

WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and

WHEREAS, it has been determined that some of the outstanding balances are un-collectible and that liens cannot be assessed against property that has received the services; and

NOW THEREFORE BE IT RESOLVED that the following amounts be written off as un-collectable:

(SEE ATTACHMENT)

Passed and approved this 15th day of May 2017.

Gerald Waltrip, Mayor

ATTEST:

Jackie Stender, City Clerk

Invoices to write off - May 2017

WEEDS

<u>Inv #</u>	<u>Property</u>	<u>Service Date</u>	<u>Amount</u>
2596	1401 Holiday Dr	09/02/15	175.00
2898	1401 Holiday Dr	06/01/16	175.00
2903	1401 Holiday Dr	08/23/16	175.00
2590	1330 Mayper Dr	09/22/15	150.00
		TOTAL	675.00

RESOLUTION NO. _____

WHEREAS, the City of Carter Lake, Iowa has adopted ordinances allowing for charges for water, sewer, and garbage utilities; and

WHEREAS, the ordinances allow for recovering costs for the services plus administrative fees as set out by ordinance; and

WHEREAS, it has been determined that some of the outstanding balances are uncollectible and that liens cannot be assessed against property that has received the services; and

NOW THEREFORE BE IT RESOLVED that the following amounts be written off as un-collectable:

(SEE ATTACHMENT)

Passed and approved this 15th day of May 2017.

Gerald Waltrip, Mayor

ATTEST:

Jackie Stender, City Clerk

Utility bills to write off - May 2017

<u>Acct #</u>	<u>Property</u>	<u>Final Date</u>	<u>Amount</u>	
05-101255-00	2214 Abbott Dr	01/31/13	452.99	Bankruptcy
05-106400-02	1650 Locust St	05/02/16	0.80	
05-109500-02	3902 N 13th St	05/20/13	61.12	
05-210150-03	1301 Lindwood Dr	10/27/09	45.52	
05-211100-17	1406 Lindwood Dr	1/16	103.49	
05-211100-18	1406 Lindwood Dr	02/12/16	3.96	
05-312950-02	1022 Shoal Pointe Dr	08/02/11	21.29	
05-319600-02	1525 Ave O	07/01/13	55.74	
05-320300-05	1507 Walker St	10/14/15	14.34	

TOTAL \$ 759.25

RESOLUTION NO. _____

The undersigned Secretary or Principal of City of Carter Lake (the Employer) hereby certifies that the following resolutions were duly adopted by the City Council of the Employer on or before July 1, 2017.

RESOLVED, that the form of Amended Section 125 Cafeteria Plan for Wellmark Blue Cross Blue Shield of Iowa effective July 1, 2017, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each Employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

Passed and approved this 15th day of May, 2017.

Gerald Waltrip, Mayor

ATTEST:

Jackie Stender, City Clerk

Adoption Agreement (2017)

For City of Carter Lake

Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: City of Carter Lake**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **July 1, 2017**.
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective July 1, 1999.
4. **Plan Year:** The Amended Plan year shall begin on **July 1, 2017**, and end on **June 30, 2018**. Future plan years will be based on the same twelve-month period beginning each **July 1** and ending each **June 30**.
5. **Plan number: 520**
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
 - a. State of Iowa
 - b. Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:
 - **Health Plan.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
 - **Group-Term Life Insurance up to \$50,000.** The \$50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides \$20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to \$30,000 of additional coverage.
 - **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
 - **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
City of Carter Lake

Plan Document

As Amended and Restated for 2017

For City of Carter Lake

Section 125 Premium Only Plan

Introduction

Article I Definitions

Article II Participation

Article III Contributions to the Plan

Article IV Benefits

Article V Participant Elections

Article VI Health Savings Account Program

Article VII Administration

Article VIII Amendment or Termination of Plan

Article IX Miscellaneous

Introduction

The Employer has adopted this Plan to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires, and needs.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended. The Plan is also intended to meet any applicable state mandates that may otherwise apply to the Employer as an employer of Employees who are eligible to participate in a "premium only plan" sponsored by the Employer, as applicable.

Article I — Definitions

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted to one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and which shall also include any governing regulations or applicable guidance thereunder.

1.6 "Compensation" means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.

1.7 "Dependent" means any individual who is defined under an Insurance Contract or who is a Qualifying Child or Participant's child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year or Qualifying Relative who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)), as applicable.

Certain provisions of "Michelle's Law" in which the requirement that a Dependent child have a full-time status in order to extend coverage past a stated age will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as reduction of hours).

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.8 "Effective Date" means the effective date as specified in Item 2 of the Adoption Agreement.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on

a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1. However, 2% shareholders as defined under Code Section 1372(b) and self-employed individuals as defined under Code Section 401(c) shall not be eligible to participate in this Plan.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 "Employee" means any person who is employed by the Employer, but for all portions of the Plan other than provisions relating to the Health Savings Account Program, generally excludes any person who is employed as an independent contractor or any person who is considered self-employed under Code Section 401(c), as well as a greater than two percent (2%) shareholder in a Subchapter S corporation, a partner in a partnership or an owner or member of a limited liability company that elects partnership status on its tax return. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means the Corporation or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer (as defined in Section 1.2), which shall adopt this plan; and any successor, which shall maintain this Plan; and any predecessor, which has maintained this Plan.

1.13 "Health Savings Account" means an account established in accordance with Code Section 223(d) to which part of any Eligible Employee's Cafeteria Plan Benefit Dollars may be allocated.

1.14 "Highly Compensated Employee" means, for the purposes of determining discrimination, an Employee described in Code Section 125 and the Treasury Regulations thereunder.

1.15 "HSA Trustee" means the designated Trustee (as defined under Code Section 223(d)(1)(B) of any Trust established for qualifying account beneficiaries who elect to establish a Health Savings Account.

1.16 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.17 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.18 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.19 "Key Employee" means an employee defined in Code Section 416(i)(1) and the Treasury regulations there under.

1.20 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.21 "Plan" means this instrument, including all amendments thereto.

1.22 "Plan Year" means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.23 "Premium Expenses" or "Premiums" mean the Participant's cost for the insured Benefits described in Section 4.1.

1.24 "Qualifying Child" means an individual who, unless otherwise described under Code Section 152(b):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;
- Who has the same principal residence, if allowed under local law, as the Employee for more than one-half of the current taxable year;
- Is younger than the taxpayer claiming such individual as a qualifying child, and is under the age of 19 as of the end of the Plan Year in which the Employee was eligible under this Plan, or is under the age of 24 when covered as a full time student (as defined under Code Section 152(f)(2)), after consideration of Code Section 152(c)(3) as applicable;
- Has not provided over one-half of his or her own support during the current Plan Year; and
- Who has not filed a joint return (other than only for a claim of refund) with the individual's spouse under section 6013 for the taxable year beginning in the calendar year in which the taxable year of the taxpayer begins; or
- Is a child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year.

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.25 "Qualifying Relative" means an individual who, unless otherwise described under Code Section 152(d) or (e):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;
- Has (with the exception of certain handicapped dependents described under Code Section 152(d)(4)) gross income for the Plan Year that is less than the allowable income exemption amount (as defined under Code Section 151(d) for that taxable year);
- For whom the Employee provides over one-half of the individual's support for that calendar year; and
- Is not an otherwise Qualifying Child of the Employee for any portion of the Plan Year.

1.26 "Regulations" means either temporary, proposed or final regulations, as applicable, issued from the Department of Treasury, as well as any further related guidance or interpretations issued as applicable.

1.27 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.28 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.29 "Spouse" means the legally married husband or wife of a Participant in accordance with applicable state and federal law, unless legally separated by court decree or otherwise specified by the Insurance Contract.

1.30 “Uniformed Services” means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article II — Participation

2.1 Eligibility

As to each Benefit provided hereunder, any Eligible Employee shall be eligible to participate as of the date he satisfies the eligibility conditions set forth in the policy or plan providing such Benefit, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 Effective Date of Participation

(a) An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the requirements of Section 2.1 or the Effective Date of this Plan.

(b) If an Eligible Employee terminates employment after commencing participation in the Plan, except as otherwise provided in the applicable policy or plan providing a Benefit, such terminated Participants who are rehired within 30 days or less of the date of termination of employment shall not be considered a newly eligible employee and will be reinstated with the same election(s) such individual had before termination. If a terminated Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the individual shall be treated as a newly Eligible Employee and may make a new election under procedures otherwise set forth within this section or Section 5.1 below as applicable.

2.3 Application to Participate

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form, which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement, to elect to reduce salary to pay for allowable Benefits, during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee’s effective date of participation pursuant to Section 2.2. A failure to execute a Salary Redirection Agreement shall constitute an election by the Eligible Employee to receive his or her full salary or other compensation in lieu of Benefits available hereunder.

2.4 Termination of Participation

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.5;
- (b) His death; or
- (c) The termination of this Plan, subject to the provisions of Section 8.2.

2.5 Termination of Employment

If a Participant terminates employment with the Employer for any reason other than death, his participation in the Plan shall cease, subject to the Participant’s right to continue coverage under any Insurance

Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223.

When an employee ceases to be a participant, the cafeteria plan must pay the former participant any amount the former participant previously paid for coverage or benefits to the extent the previously paid amount relates to the period from the date the employee ceases to be a participant through the end of that plan year.

Article III — Contributions to the Plan

3.1 Salary Redirection

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election and/or Salary Redirection Agreement with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 Application of Contributions

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Salary Redirection Agreement for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 Periodic Contributions

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pre rate basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

Article IV — Benefits

4.1 Benefit Options

Each Participant may elect to have his full compensation paid to him in cash or elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the optional Benefits or any other group-insured or self-funded Benefit permitted under Code Section 125, including Marketplace/State Exchanges Small Business Health Options Program (SHOP Exchange) or federally facilitated Small Business Health Options Program (FF SHOP), which is offered by the Employer as set forth in the Adoption Agreement. If selected as an

available Benefit Option under the Employer's Adoption Agreement, each Eligible Individual may elect coverage under the Health Savings Account Program option, in which case Article VI shall apply.

The employer may select suitable health and hospitalization Insurance Contracts for use in providing health benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

4.2 Description of Benefits

Each Eligible Employee may elect to have the Administrator pay those contributions that the Employee is required to make to the Benefit options described under Section 4.1 as a condition for the Employee and his Dependents to participate in those Benefit options.

4.3 Nondiscrimination Requirements

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125 or applicable Regulations thereunder.

(b) If the Administrator deems it necessary to avoid discrimination or possible taxation to Highly Compensated Employees, Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among, and once all these Benefits are expended, proportionately among all insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

Article V — Participant Elections

5.1 Initial Elections

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2 or for a newly Eligible Employee, no more than 30 days after their date of hire. For any such newly Eligible Employee, if coverage is effective as of the date of hire pursuant to Section 2.1 above, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected on the first pay period on or after his or her election was received. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made. Any failure to elect the Benefits set forth herein shall constitute an Employee's election not to participate in the Plan during that Plan Year until a valid Election is otherwise made in the manner set forth herein.

5.2 Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select and purchase with his Cafeteria Plan Benefit Dollars. Any such election shall be effective for any Benefit expenses incurred during the Plan Year, which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 Failure to Elect

Any Participant failing to complete a new election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for such subsequent Plan Year for such Benefits.

5.4 Change of Elections

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such an event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage under a family member plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or returns from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: an event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) Residency: A change in the place of residence of the Participant, spouse or dependent.

(b) Notwithstanding subsection (a), Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights or the Family and Medical Leave Act.

A Participant may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants).

Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), Participants may change elections to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Notwithstanding subsection (a), Participants may make a prospective election change to add group health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent, if such individual(s) lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal organization; a

state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(f) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage are allowed to prospectively revoke or change his or her election with respect to the accident or health plan during open enrollment or a Special Enrollment period, such as a marriage or addition of dependent, of a Marketplace Qualified Health Plan (QHP) as outline by the Affordable Care Act (ACA).

The new coverage in a QHP shall be effective no later than the day immediately following the last day of the original coverage that is revoked.

(g) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage are allowed to prospectively revoke his or her election with respect to the accident or health plan if the Participant is moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours of service per week), even if the reduction in hours does not result in the employee ceasing to be eligible under the group health plan, and seek coverage in another plan that provides minimum essential coverage.

The new coverage shall be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(h) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage; or drop coverage prospectively if there is no other benefit package option available that provides similar coverage. This Plan treats coverage by another Employer, such as a spouse's or dependent's employer, as similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(1) If the cost of a Benefit Package Option provided under the plan decreases significantly during a Plan Year, the Administrator shall permit the affected Participants to either make corresponding changes in their payments; and employees who are otherwise eligible under the Plan may elect the Benefit Package Option, subject to the terms and limitations of the Benefit Package Option.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage.

If the coverage under a Benefit is significantly curtailed, and such curtailment does not result in a loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on prospective basis coverage under another plan with similar coverage.

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit Package Option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been

eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

(j) A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(k) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Article IV, a participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

Article VI - Health Savings Account Program

6.1 Establishment of Program

This Health Savings Account Program (hereinafter the "HSA") is intended to qualify as a program under Code Section 223 and shall be interpreted in a manner consistent with such Code Section. The Health Savings Account Program is provided and administered by the HSA Trustee.

6.2 Coordination with Premium Only Plan Benefits

All Participants under the Premium Only Plan are eligible to receive Benefits under this HSA, as long as they otherwise meet the definition of an Eligible Individual set forth under Code Section 223. The Employer may allow employees to make contributions to the HSA with pre-tax dollars, as governed and elected under the Adoption Agreement. In circumstances in which Employees are allowed to make pre-tax contributions to the HSA, the Employer shall also have the option of making contributions to the Employee's HSA as well, through usage of this Plan and as otherwise set forth herein after consideration of, among other provisions. Article III and Article IV accordingly related to applicability of Employer contributions and applicable nondiscrimination standards. The enrollment and termination of participation under the Premium Only Plan shall constitute enrollment and termination of participation under this HSA. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan.

Article VII— Administration

7.1 Plan Administration

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The

Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- (h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations there under.

7.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Participants.

7.4 Application of Benefit Plan Surplus

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

7.5 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance

Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.6 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

Article VIII — Amendment or Termination of Plan

8.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal, state or local laws, statutes or regulations.

8.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

Any amounts remaining in any such fund or account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus.

Article IX — Miscellaneous

9.1 Plan Interpretation

All provisions of this Plan shall be governed and interpreted by the Employer, or it's delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 Gender and Number

Wherever any words are used herein in the masculine, feminine, or gender neutral, shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations there under relating to Cafeteria Plans.

9.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 Employer's Protective Clauses

(a) Upon the failure of the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer's liability to the Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his sole discretion, shall see fit.

(c) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security

or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 Governing Law

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state or commonwealth specified in the Adoption Agreement.

9.12 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

9.14 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

9.15 Family and Medical Leave Act

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, after consideration of Treasury Regulation Section 1.125-3 as applicable, the Employer will continue to maintain the Participant's benefits under this Plan on the same terms and conditions as though he/she were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his/her coverage). If the Employee opts to continue his/her coverage, the Employee may pay his/her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he/she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his/her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his/her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to him/her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold "catch-up" amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his/her leave, or as otherwise required by the FMLA.

Furthermore, if a Participant goes on a qualifying paid leave under the FMLA, to the extent required by the FMLA, the Employee will continue coverage while on FMLA by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

9.16 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

9.17 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations there under, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

9.18 **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

Certificate of Resolution (2017)

For City of Carter Lake

Section 125 Premium Only Plan

Plan Year Ending June 30, 2018

The undersigned Secretary or Principal of **City of Carter Lake** (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on **July 1, 2017**, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective **July 1, 2017**, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

Summary Plan Description (2017)

For City of Carter Lake

Section 125 Premium Only Plan

Plan Year Ending June 30, 2018

We are pleased to announce that we have updated the Premium Only Plan for you and other eligible employees. Under this program, you will be able to pay for employer-sponsored benefits (health plans, group term life insurance, Health Savings Accounts, etc., as applicable based on the insurance coverages or other allowable benefits your Employer offers under the Plan) with a portion of your pay before federal income or Social Security taxes, if applicable are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description (SPD) carefully so that you understand the provisions of our Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information about the Plan."

Overview:

This section contains general information, which you may need to know about the City of Carter Lake Premium Only Plan.

General Information:

1. City of Carter Lake Premium Only Plan is the name of the Plan.
2. The provisions of your Amended Plan became effective on July 1, 2017. Your Plan was originally effective on July 1, 1999 which is called the Effective Date of the Plan.
3. Your Plan's records are maintained over a twelve-month period. This is known as the Plan Year. The amended plan year begins on July 1, 2017 and ends on June 30, 2018. Future plan years will be based on the same twelve-month period beginning each **July 1** and ending each **June 30**.
4. Your Employer has assigned Plan Number 520 to your Plan.
5. This Plan is unfunded, meaning it is not otherwise provided under a separate trust arrangement or fully-insured insurance arrangement.

Employer Information:

Your Employer's name, address, business telephone number, and tax identification number are:

City of Carter Lake
950 Locust St.
Carter Lake, IA 51510
Telephone: 712-347-6320
Federal Employer I.D. Number: 42-6004325

Plan Administrator Information:

The name, address, business telephone number, and tax identification number of your Plan's Administrator are:

City of Carter Lake
950 Locust St.
Carter Lake, IA 51510
Telephone: 712-347-6320
Federal Employer I.D. Number: 42-6004325

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Carter Lake
950 Locust St.
Carter Lake, IA 51510
Telephone: 712-347-6320
Federal Employer I.D. Number: 42-6004325

Type of Administration

The type of administration is Insurer Administration.

Unless the Plan provides otherwise, the Administrator keeps the records for the Plan and is responsible for the administration and interpretation of the Plan. The Administrator will also answer any questions you may have about the Plan.

1. How Does This Plan Operate?

Before the start of each Plan Year, you will be able to elect to have some of your future salary or other compensation amount contributed to the Plan in lieu of receiving those amounts in cash (i.e., your future salary or other compensation will be automatically reduced by the amount elected as a contribution to the Plan). The money contributed will be used to pay for benefits you have elected based on the options sponsored by your Employer (and as identified on your "Election to Participate" form). The portion of your pay that is contributed to pay for the benefits provided for under the Plan is not subject to Federal income or Social Security taxes. In other words, the Plan allows you to use tax-free dollars to pay for insurance coverage, premium amounts, or other allowable plan contributions or expenses which you normally pay for with out-of-pocket, taxable dollars.

2. What Happens to Contributions Made to the Plan?

Before each Plan Year begins, you will select the benefits or programs you desire to pay for through the Plan with your own pre-tax contributions. Then, during each pay period during that next Plan Year, the contributions deducted from your paycheck will be used to pay your portion of your employer-sponsored benefit coverage (health plan, life insurance, Health Savings Account contributions, etc.). With the exception of HSA contributions that remain available for your use under terms established under your HSA arrangement, any other contribution amounts that are not used during a Plan Year to provide insurance benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan year.

3. When Must I Decide Whether to Participate?

You are required by Federal law to decide whether you want to pay premiums through the Plan before the Plan Year begins. This is called the “election period.” If for some reason you do not complete an election to participate in the Plan during that Plan Year, you will be considered to have elected not to participate in the Plan for that Plan Year, and, therefore, you will receive the full amount of your salary or other compensation without reduction for Benefits provided hereunder, or any reduction on applicable employment tax costs.

4. When Is the “Election Period” for Our Plan?

Your election period will start on the date you first meet the “eligibility requirements” and end 30 days after your “entry date.” Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period.

5. May I Change My Elections During the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a “change in status” and you make an election change that is consistent with the “change in status.” Currently, Federal law considers the following events to be “changes in status”:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance, including a change to cover adult children who have not attained age 27 as of the end of the taxable year; and
- A change in the place of residence of you, your spouse or dependent.

There are detailed rules on when a change in election is deemed to be consistent with a “change in status.” In addition, there are laws that give you rights to change accident and health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, then you may revoke your elections and elect to receive, on a prospective basis, coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, or significantly improve an existing option, you may elect the newly added or improved option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse’s, former spouse’s or dependent’s employer.

If you elected to salary reduce through your Employer’s Premium Only Plan for accident and health plan coverage, you are allowed to prospectively revoke or change your election with respect to the accident or health plan to begin participation during open enrollment or a Special Enrollment Period, such as marriage or addition of dependent, of a Marketplace Qualified Health Plan (QHP). The new coverage in the QHP must be effective no later than the day immediately following the last day of the original coverage that is revoked.

If you elected to salary reduce through your Employer’s Premium Only Plan for accident and health plan coverage, and you moved from full-time status (at least 30 hours of service per week), to part-time status (less than 30 hours of service per week), even if the reduction in hours does not result in you ceasing to be eligible under the group health plan, you are allowed to prospectively revoke or change your election with respect to the accident or health plan and seek coverage in another plan that provides minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

In addition, a change in compensation or a financial “hardship” is not a reason to change your election amount.

If you have declined enrollment in the Plan for you or your dependents (including a spouse) because of coverage under Medicaid or the Children’s Health Insurance Program (SCHIP), there may be a right to enroll in this Plan if there is a loss of eligibility for the government-provided coverage. However, a request for enrollment must be made within 60 days after the government-provided coverage ends.

In addition, if you declined enrollment in the Plan for you or your dependents (including spouse), and later become eligible for state assistance through a Medicaid or Children’s Health Insurance Program which provides help with paying for Plan coverage, then there may be a right to enroll in this Plan. However, a request for enrollment must be made within 60 days after the determination of eligibility for the state assistance.

The Plan may permit you to make a prospective election change that is on account of and corresponds with a change made under a spouse’s or dependent’s employer plan if the election for a period of coverage for this Plan is different from the period of coverage (open enrollment) under the other cafeteria plan or qualified benefits plan.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

6. May I Make New Elections in Future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the “election period” before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year. New elections must be made during the “election period” prior to the beginning of each Plan Year. However, any Eligible Employee who was a Participant in the Plan prior to the date this Plan update became effective shall continue to be eligible to participate in the Plan unless some other termination event has occurred in the interim.

7. What Insurance Coverage May I Purchase?

Under our Plan, you can choose to receive your entire compensation or use a portion to pay premiums on a pre-tax basis for any one or more health insurance, disability insurance, or group term life insurance policies that we decide to offer through the Plan. However, you should note that if disability insurance is paid for on a pre-tax basis, any benefits you receive under your disability insurance policy may be taxable. You should contact your own tax advisor or accountant to determine the most appropriate election for these coverage’s under the Plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

Your Employer may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance coverage terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

8. Will My Social Security Benefits Be Affected?

Your Social Security benefits may be slightly reduced, because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

9. What if I take a Family or Medical Leave?

If you take an unpaid leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and participate in annual enrollment. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you must reinstate coverage for the remaining portion of the Plan Year upon your return.

Your employer may choose to continue coverage on your behalf during your FMLA leave. Your employer will arrange a schedule for you to “catch up” your payments when you return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage through payroll deduction prior to the start of your leave provided such payroll deduction is for benefits within the remaining portion of the plan year, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to “catch up” your payments when you return.

If you take a paid leave under the Family and Medical Leave Act, you may participate in annual enrollment, and you will be required to continue coverage while on FMLA, your share of the premiums being paid by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

10. Do Limitations Apply to Highly Compensated Employees?

Under the Internal Revenue Code, "highly compensated employees" and "key employees" generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a "highly compensated employee" or a "key employee".

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. These provisions are also applicable if your Employer makes Employer contributions through the Plan on your behalf.

Your own circumstances will dictate whether contribution limitations on "highly compensated employees" or "key employees" will apply. You will be notified of these limitations if you are affected.

11. What Happens If I Terminate Employment?

If you leave our employ during the Plan Year, you will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment. Any amounts that are not used during a Plan Year to provide benefits will be forfeited and may not be paid to you in cash or used to provide benefits specifically for you in a later Plan Year.

If you are enrolled in a Health Savings Account and are making contributions through the Plan, any unused amounts within your HSA will continue to be available to you for withdrawal to pay qualified expenses on a tax-free basis, or may be distributed to you, subject to applicable IRS guidelines or the terms of your HSA account. You should contact the HSA Trustee to discuss any questions regarding any rights you may have to unused amounts held in your Health Savings Account at termination.

12. What is a Health Savings Account?

In addition to the Premium Only Plan, described above, this Plan also may provide for contributions (via payroll deduction) to be made by you on a pre-tax basis to a "Health Savings Account" (also referred to as an "HSA Program"). The HSA is a new type of account that enables those who elect to participate in this program to pay eligible HSA Medical Expenses or allow distribution of remaining balances for other qualifying purposes. The HSA Program, if applicable, is separately provided and administered through an HSA Trustee or similar custodial account. Your Employer's election to enable you to make contributions to the HSA Program merely provides the opportunity for you to contribute such amounts through this Plan on a pre-tax basis.

In general, unless otherwise excluded from participation, all Participants under the Premium Only Plan are eligible to receive benefits under this HSA Program, as long as they are otherwise eligible to participate in the Premium Only Plan. Enrollment and termination conditions in the Premium Only Plan shall generally constitute enrollment and termination of participation under this HSA Program as well. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan; if your Employer elects to allow you to make contributions through this Plan to your HSA plan, you elect the amount to have withdrawn from your salary in the same manner as otherwise set forth above. Your employer may also elect to contribute employer contribution amounts to your HSA plan, on a discretionary basis, and in accordance with the Plan's general limitations on the allowability for employer contributions overall (NOTE: you should contact the HSA Trustee for any other questions you may have about eligibility to establish or participate in an HSA, what benefits may be received through participation in such program and how contributed HSA amounts are used to pay for qualifying expenses under their program).

Once eligible and elected, the Administrator will establish a Health Savings Account for each person who elects to apply contributed amounts to the HSA Program established or provided by your HSA Trustee. (NOTE: you should contact the HSA Trustee for more information about the amount you may contribute each year. Your HSA Trustee will provide more information to you regarding the requirements for participation in the HSA program and the benefits you are entitled to hereunder. To the extent of any conflict between the terms of this Plan and the HSA program to which you are participating in, to the extent of your HSA, the terms of your HSA would control.) We are not responsible for the decisions and operations of the HSA Trustee in the administration of your HSA.

13. Qualified Medical Child Support Order

A medical child support order is a judgment, decree or order (including approval of a property settlement) made under state law that provides for child support or health coverage for the child of a participant. The child becomes an

"alternate recipient" and can receive benefits under the health plans of the Employer, if the order is determined to be "qualified." You may obtain, without charge, a copy of the procedures governing the determination of qualified medical child support orders from the Plan Administrator.

14. Summary

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

EXHIBIT 6

APPLICATION FOR EXEMPTION
CARTER LAKE URBAN REVITALIZATION AREA
(Remodeling, Renovation & Additions)
(Residential Property)

Please type or Print

APPLICANT (Owner of Record) Madelaine Pience

ADDRESS 1206 Willow Dr CITY Carter Lake STATE IA

Name of other Owners of Record (if any) _____

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY (for which an exemption is requested):

Address: 1206 Willow Dr Carter Lake IA
Legal Description: _____

CURRENT PROPERTY VALUE (from assessor's records):

Land: \$ _____ Buildings \$ _____

TYPE OF IMPROVEMENTS (check one):

_____ Addition to Existing Structure
_____ Renovation/Remodeling of Existing Structure

ESTIMATED COST OF IMPROVEMENTS: \$ _____

Date Started: _____ Date Completed: _____

TAX EXEMPTION: _____

Residential - 100% tax exemption on the value added by the improvements for a period of three (3) years. (Minimum value of improvement must be 15% of the assessed value of the real estate prior to the improvements being made)

Note: This form should be submitted simultaneously with the Application for building permits. Applicants are referred to the Pottawattamie County Assessor's Office for specific tax information. (2nd Floor, Pottawattamie County Courthouse, 227 South 6th Street, Council Bluffs, Iowa 51503)

ATTACHMENT TO EXHIBIT 6

A. BUILDER'S COST BREAKDOWN

ARCHITECT	1,200 ⁰⁰
SURVEY	400 ⁰⁰
EXCAVATING AND GRADING	5,400 ⁰⁰
MASON MATERIAL 1,500	
LABOR 2,000	3,500 ⁰⁰
CONCRETE (BSMT, WALKS, DRIVE)	13,000
ORNAMENTAL	
CARPENTER LABOR, LUMBER, HARDWARE	38,150 ⁰⁰
PAINTING AND DECORATING	6,800 ⁰⁰
ROOFING	3,500 ⁰⁰
HEATING AND AIR CONDITIONING	6,500 ⁰⁰
PLUMBING (INCLUDING SEWERS)	10,550 ⁰⁰
TILE	3,500 ⁰⁰
ELECTRICAL	11,200 ⁰⁰
INSULATION	3,900 ⁰⁰
DRY WALL	8,500 ⁰⁰
GLASS	4,500 ⁰⁰
BUILDING PERMITS	4,500 ⁰⁰
INSURANCE	750 ⁰⁰
CONSTRUCTION LOAN FEE AND INTEREST	
TITLE EXPENSE	
SALE EXPENSE	
ADVERTISING	
MISCELLANEOUS	
OVERHEAD AND PROFIT	13,500 ⁰⁰

TOTAL BUILDING COST \$ _____

PURCHASE PRICE OF LAND \$ 29,000

TOTAL (LAND PLUS IMPROVEMENT COST) \$ _____

Will all work be contracted out? YES NO If NO, describe work which will not be contracted.

Are you, the property owner, your own subcontractor? YES NO

CERTIFICATION: I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual values of said property is true and correct.

Subscribed and sworn to before me this _____ day of _____, 1996.

Notary Public or City Clerk

Maddie Parris
Owner's Name

ACKNOWLEDGEMENTS:

A copy of the pre-approval resolution for commercial projects (if applicable) is attached.

A copy of the building permit (if required) is attached.

The property to which improvements were made conform with the Carter Lake Zoning Ordinance.

The dwelling unit(s) for which improvements were made and an exemption is requested complies with the Carter Lake Minimum Dwelling Standards Ordinance.

A builder's cost breakdown of the project is attached.

The Applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining an exemption from taxes on improvements and is true and complete to the best of Applicant's knowledge and belief. Verification may be obtained from any source named herein.

Signature of Applicant: _____

Date Signed: _____

CITY COUNCIL ACTION:

_____ Approved (Resolution No. _____) Date: _____

_____ Disapproved.

Reason for disapproval: _____

COUNTY ASSESSOR ACTION:

_____ Reviewed and Approved Date: _____

Assessed valuation of improvements: \$ _____

_____ Reviewed and Disapproved

Reason for disapproval: _____

Notification sent to applicant of determination.

Date: _____