

Comprehensive Plan Update Comparison

CEDA-\$23,041

Estimated to take 8 months

MSA- \$30,000

Estimated to take 10 months

Upper Explorerland (offers a funding match of 20%)- \$21,209 - \$4,242 Total = 16,967

Estimated to take 9-12 months

The proposal from MSA and Upper Explorerland can be watched on the council meeting on July 7, 2023. CEDA was unable to present due to sickness. We could request CEDA come present if Council would like.

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A STANDARD PROFESSIONAL SERVICES AGREEMENT TO PREPARE A
NEW COMPREHENSIVE PLAN**

WHEREAS, the City of Cresco desires to prepare a new Comprehensive Plan; and

WHEREAS, _____ shall provide professional services as set forth in the agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Standard Professional Services Agreement with _____.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Standard Professional Services Agreement between the City of Cresco and _____ is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

RESOLUTION NUMBER _____

**RESOLUTION AUTHORIZING THE CITY CLERK TO ENTER INTO
A THIRD-PARTY ADMINISTRATION SERVICE AGREEMENT WITH
EMPLOYEE BENEFIT SYSTEMS (“EBS”)**

WHEREAS, the City of Cresco currently maintains a partially self-funded plan in conjunction with a fully-insured health insurance plan; and

WHEREAS, the City of Cresco currently utilizes Alera Group (FKA Group Services) as the Assigned Agent of Record for compliance and consulting services for Human Resources; and

WHEREAS, the Alera Group has contracted with EBS to provide administrative services subject to the attached agreement.

THEREFORE, BE IT RESOLVED THAT the City Clerk is authorized and directed to sign the written Third Party Administration Service Agreement with World Insurance Associates, d/b/a Employee Benefit Systems (“EBS”).

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

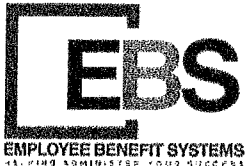
Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement is approved and that the City Clerk is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

BY: _____
Mayor David J Brenno

ATTEST: _____
City Clerk Michelle Elton



Group Renewal Information

Plan Year: 01/01/2024-12/31/2024

Employer Information

Employer Name: City of Cresco Tax ID: 42-6004441
Address: 130 North Park Place
City: Cresco State: Iowa Zip: 52136
Telephone: 563-547-3101 Fax: 563-547-4525
Contact: Michelle Elton Title: City Clerk
Email: cityclerk@cityofcresco.com Company URL: _____

Consultant/Broker Information

Agency: GCG Financial Telephone: 800-925-8846
Agent Name: David Levitz Email: _____
Account Manager: Brenda Klemetson- Heber Email: brenda.klemetson@aleragroup.com
Account Manager: _____ Email: _____
Address: 3066 Victoria St.
City: Bettendorf State: Iowa Zip: 52722



Partial Self-Funded Plan Renewal

Please attach the primary carrier Summary of Benefits and Coverage (SBC). The Partial Self-Funded (PSF) SBC will be supplied after the completed renewal is received.

Eligibility Information

Eligibility will remain the same as it is currently stated in the Plan Document if no changes are listed below.

Primary Carrier and PSF Plan Information

Primary Carrier: Wellmark Plan Number: (if applicable) _____
 Plan Type: PPO
 Grandfathered Grandmothered 4th Quarter Carryover

Who must meet the deductible for the family plan to pay at the primary level?
 In-network and out-of-network deductibles apply toward each other 1 person (Each member must meet their own individual deductible before primary plan pays) Total Family (If other members on the plan, the overall family deductible must be met before primary plan pays)

Primary In-Network		
	Single	Family
Deductible:	\$ 5000	\$ 15000
OPM:	\$ 8550	\$ 17100
Coinsurance:	70/30	

Primary Out-of-Network		
	Single	Family
Deductible:	\$ 5000	\$ 15000
OPM:	\$ 9405	\$ 18810
Coinsurance:	50/50	

PSF Plan Options:

Paper EOBs (additional fees may apply) Pay the Member
 Pay the Provider

Who must meet the deductible for the family plan to pay at the PSF level?
 In-network and out-of-network deductibles apply toward each other 1 person (Each member must meet their own individual deductible before PSF plan pays) Total Family (If other members on the plan, the overall family deductible must be met before PSF plan pays)

PSF In-Network		
	Single	Family
Deductible:	\$ 1500	\$ 3000
OPM:	\$ 2700	\$ 5400
Coinsurance:	90/10	
Employer Max Payable:	\$ 5850	\$ 11700

PSF Out-of-Network		
	Single	Family
Deductible:	\$ 1500	\$ 3000
OPM:	\$ 3500	\$ 7000
Coinsurance:	80/20	
Employer Max Payable:	\$ 5950	\$ 11810

Benefit	Amount			Apply to PSF OPM:
	Primary Carrier	PSF In-Network	PSF Out-Network	
Office Visit Copay (s):	\$ 40/80	\$ 40/80	\$ 80/20	<input checked="" type="checkbox"/>
Emergency Room Copay:	\$ 500	\$ 500	\$ 500	<input checked="" type="checkbox"/>
Urgent Care:	\$ 40	\$ 40	\$ 80/20	<input checked="" type="checkbox"/>
Drug Copay(s):	\$ 30/65/100/240/190/275/325	\$ 30/65/100/240/190/275/325	\$ not covered	<input checked="" type="checkbox"/>
Separate Drug Deductible:	\$ 0	\$ 0	\$ 0	

Additional details/comments: When OOP is met, reimburse all copays to the provider except Rx copays.

PSF Funding, if applicable

EE: \$ _____ E/SP: \$ _____ E/CH: \$ _____ FAM: \$ _____



Addendum (A)/ Verification of Purchase (VOP)

Employer Name: City of Cresco

Plan Year: 01/01/2024-12/31/2024

Administrative Fees		
Service	Current Fees (PEPM)	Renewal Fees (PEPM)
Partial Self-Funding Administration (Paper EOBs)	\$8.00 or \$80 minimum	\$8.16 or \$85 minimum
Service	Current Fees	Renewal Fees
Annual Plan Document Fee	\$250.00	\$250.00
Plan Amendments	\$200.00 as required	\$200.00 as required
Special Programming/Reports Requests	\$175.00 per hour	\$175.00 per hour
Early Termination Penalty (30-day notice for all services).	One-time \$75 charge, in addition to your average monthly administration fees for the remainder of months left in your contract, up to your renewal date	

*Please note some fees are annual and some fees are PEPM (per employee per month).

*The above stated fees may be discounted contingent upon having multiple services. If one or more services are dropped, EBS may adjust fees accordingly and the parties will execute a new Addendum A. Addendum A may also be updated annually or when client makes changes to purchased services.

These fees include standard reporting only. Additional reports will be an additional fee. Enrollment packet information can be provided in an electronic pdf format upon request. Printed material provided at an additional cost.

Fees are established prior to notification of plan, benefit, and/or carrier changes. Please notify EBS of any plan changes as soon as possible as some changes may warrant an increase in administration fee.

PSF ID Cards are available upon request for an additional fee.

By signing below, all parties to this Agreement verify that the renewal information on the preceding pages, rates, factors, and fees in this Schedule have been reviewed and approved by City of Cresco, and EBS shall be compensated accordingly for the plan year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date shown herein. All other provisions of the Service Agreement are affirmed.

 Employer Signature Print Name and Title Date

 Consultant/Broker Signature Print Name and Title Date

 EBS Signature Print Name and Title Date

**EMPLOYEE BENEFIT SYSTEMS
THIRD PARTY ADMINISTRATION SERVICE AGREEMENT**

THIS AGREEMENT, effective January 1, 2024 (the "Effective Date"), is made by and between CITY OF CRESCO, ("Client"), an Iowa entity, and TRIG, INC., d/b/a Employee Benefit Systems, an Iowa corporation ("Administrator").

WHEREAS, Client desires to retain Administrator to provide certain administrative services on behalf of the Client on the terms and conditions contained in this Agreement; and

WHEREAS, Administrator agrees to provide certain administrative services on behalf of Client on the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of these promises and the mutual promises set forth in this Agreement, the parties hereby agree as follows:

1. SERVICES AND FEES OF ADMINISTRATOR.

Client appoints Administrator as its agent to provide administrative services, subject to the terms and conditions of this Agreement. Administrator shall have only such authority as granted expressly by this Agreement. Administrator shall not have authority to make any agreement binding upon Client.

In consideration of the fees outlined in the Verification of Purchase (VOP), Addendum A, Administrator agrees to provide claims payment, administrative, and enrollment services for Client. These services shall include but not be limited to: the processing and payment, or denial of claims; monthly and yearly reporting of financial and quality indicators and claims data; filing 1099-Med forms to the IRS and providing copies to the provider; and other services as agreed to by the parties from time to time necessary or desirable to administer Client's benefit plan (collective, the "Services").

All Services will be performed with the care, skill, diligence, and impartiality normally expected of a third-party administrator in the insurance industry. Client shall indemnify and hold Administrator harmless for any liability relating to prior reimbursement requests and/or prior administrator. Client acknowledges some Services may be subcontracted by Administrator to third party vendors with whom Administrator has contracted to provide Services to its clients. Administrator shall not be responsible for the acts or omissions of its subcontractors.

2. COMPLIANCE WITH LAWS.

Both parties agree that they will comply with all applicable laws, statutes, rules, and regulations. In compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA) privacy and security regulations, Administrator shall execute and comply with the Business Associate Agreement attached hereto and incorporated herein by this reference as Addendum B.

3. BOND.

Administrator shall maintain a fidelity bond to reimburse Client in the event of a loss caused by fraud or certain types of misconduct by any employee of Administrator. The bond shall be in an amount that will comply with the Employee Retirement Income Security Act of 1974 (ERISA) guidelines for the relevant plan size.

4. INSURANCE.

Administrator shall obtain and maintain such insurance as is necessary or appropriate to insure its ability to comply with all applicable laws and regulations, including but not limited to E&O insurance.

5. INDEPENDENT CONTRACTOR.

The relationship between Client and Administrator is intended to be that of an independent contractor. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency or employment relationship of any kind between Client, or any employee or agent of Client, and Administrator.

6. STATUS OF ADMINISTRATOR.

Administrator hereby represents and warrants that neither Administrator nor, to the best of its knowledge, its employees or subcontractors have been charged with a criminal offense that would interfere with Administrator's ability to provide Services.

7. LICENSES.

Administrator represents and warrants that it (a) possesses the necessary licenses from regulatory authorities to perform its duties under this Agreement and (b) is a corporation duly organized and existing and in good standing under the laws of the State of Iowa.

8. RECORDS.

All records in Administrator's possession shall be kept by Administrator for a period of eight (8) years plus one (1) day in accordance with Administrator's policy and procedure.

9. CONFIDENTIALITY.

Each party acknowledges that it will have access to information that is confidential and proprietary. Each party shall keep all confidential information as strictly confidential and will not use such information except as required in the performance of the administrative services, or as required by law. This Section 9 is in addition to any privacy or confidentiality rules imposed by law, including but not limited to, HIPAA.

The duties of the parties under this Section 9 shall survive termination of this Agreement.

10. COMPENSATION.

Client shall pay Administrator an administrative fee, as described in Addendum A to this Agreement, as compensation for performance under this Agreement. Such fee shall be in full satisfaction of all services performed pursuant to this Agreement. Administrator will bill Client for the administration fee. Payment terms for administrative fees are due the first of the month. Participants of Client's plan who are on leave of absence, early retirement and/or COBRA extensions will be counted as employees for purposes of calculating the fee on Addendum A. Administrator may unilaterally change annually at time of renewal, the EBS administration fees outlined in Addendum A with 60 days prior notice to Client.

Booklet printing charges are not contemplated under this agreement and will be separately contracted for as necessary. Enrollment information can be provided in an electronic pdf format upon request. Printed material will be quoted at an additional cost.

11. PAYMENT OF PREMIUM; INTEREST ON LATE PAYMENTS.

Amounts billed for all EBS Services or Consolidated Billing Services must be received in full as billed by the 1st of the month in which it is due. The client agrees to pay to EBS, in EBS's office the full billed invoice amount when due. Such payment may be made by wire transfer, check, automatic funds withdrawal, or electronic means. If Client elects automatic funds withdrawal, Client shall execute the necessary authorization.

If the Client fails to make payments in full when due, the invoice shall include a \$25 late fee or an interest charge on the current invoice from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%). Late fees are calculated on the entire premium amount due regardless of any partial payments. The acceptance by EBS of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Client fails to make payments when due for two or more consecutive months, EBS may impose additional late fees of up to eighteen percent (18%) per annum.

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

If Client pays more than the full billed monthly invoice amount, EBS will give the appropriate credit to the following months invoice. EBS will not issue refund checks for invoice overpayment.

12. FINANCIAL REQUIREMENTS.

Client shall provide administrator access to a Client checking account to be used by Administrator for payment of Client's claims, premiums and monthly administration fees, and other expenses under this Agreement. Client will be responsible for any fees or service charges relating to this account. The funding of the checking account will be the responsibility of the Client. Administrator will not pre-fund any claim payments, premiums, or costs and neither Administrator nor its employees or officers shall be liable for any such amounts. Administrator will not be liable for any claims resulting from a group's termination due to lack of adequate funding by Client to Administrator.

13. CLIENT RESPONSIBILITIES.

Specific responsibilities of Client and Administrator are set forth on Addendum C. In addition, Client, as the plan sponsor, shall serve as the named fiduciary and Plan Administrator for purposes of ERISA, if applicable.

Client hereby authorizes Administrator to draw checks, drafts or other instruments for the payment and/or processing of benefits in accordance with the terms and conditions of this Agreement against any account maintained and designated by Client for this purpose. Client is solely responsible for funding the plans and for ensuring there is sufficient funds to pay claims and expenses.

In the event of delayed filing of subrogation or similar claims by any person or entity, including by any Government agency, Client will retain responsibility for all benefits payable under the health care plan in effect at the time the loss is incurred. Administrator shall handle any such matters in a timely manner. If Client has retained another Administrator when such an event happens, Administrator shall provide any information it may have related to the subrogation matter as soon as possible.

14. CLAIMS APPEALS.

Administrator shall refer to Client or Client's designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by the Administrator. Administrator shall similarly refer to Client or Client's designee any class of claims the Client may specify, including: (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

15. TERM & TERMINATION.

- a. **Term for all services.** The initial term of this Agreement shall be for one (1) year from the Effective Date. This Agreement shall renew automatically each year for additional periods of one year ("Renewal Term") unless a party gives written notice of termination to the other party with a minimum of thirty (30) days prior to the end of any term. Failure to provide 30 days and/or early termination prior to Renewal Term means early termination as defined in 15.c.
- b. **Termination.** This Agreement shall terminate:
 - i. By the procedure stated in subparagraph (a) above;
 - ii. By mutual agreement of the parties;
 - iii. By either party, if, after giving written notice of any material breach, the breaching party fails to correct such breach within 30 days of receipt of such written notice.
- c. **Early Termination.** If client terminates or cancels this Agreement at any time, outside of the initial one-year term or renewal term, the Administrator will suffer damages. The parties agree that the actual damages incurred by Administrator in the event of such termination are difficult to calculate. Therefore, if Client terminates or cancels this Agreement prior to the expiration of the then current term, Client agrees to compensate Administrator for each full and partial month of the remaining term as of the date of termination. The Client will be charged the Client's average monthly administration fees multiplied by the number of months left in the Renewal Term.
- d. **Post Termination Duties.** Except as otherwise stated in this Agreement, the parties shall have no duties upon termination of this Agreement except to settle their accounts, including payment of any indebtedness, and to carry out any residual obligations which arose while this agreement was in force. The duties of Section 9 shall survive the termination of this Agreement.
- e. **Termination Reporting.** If Client has retained another administrator, when such an event happens, Administrator shall provide standard year end run-out reports and accumulator data. The accumulator data will be provided one (1) time within 30 days of termination. If Administrator is to process Run-Out Claims, the accumulator data will be provided one (1) time after the Claims Run-Out agreement expires. Should the Client need additional reporting, reports may be generated at the special programming request priced in the fee schedule (Addendum A).
- f. **Post Termination Run-Out.** Administrator shall offer to process any run-out claims for a period of three (3) months, a fee will be quoted upon request. The agreed upon fee must be paid in full before any run-out claims will be processed. All services and claims will be placed on hold at the run-out beginning date until payment has been received.
- g. **Post Termination Web Portal Access.** EBS will allow Client and member access to the claims web portal for a period of 90 days after termination of your contract.

16. INDEMNIFICATION AND HOLD HARMLESS/LIMITATION OF LIABILITY.

- a. Client shall indemnify and hold Administrator harmless from and against any and all claims, demands, lawsuits, losses, liabilities, damages, expenses, attorney's fees, judgments, settlements, or other obligations resulting from, or arising out of, any act or omission of Client in connection with this Agreement, including the Services provided, or not provided, under this Agreement. In addition, Client shall indemnify and hold Administrator harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which Client is liable. Client shall also have the indemnification obligation described in Section 1.
- b. Administrator shall indemnify and hold Client harmless from and against any and all claims, demands, lawsuits, losses, liabilities, damages, expenses, attorney's fees, judgments, settlements, or other obligations resulting from, or arising out of, any act or omission of Administrator in connection with this Agreement, including the Services provided, or not provided, under this Agreement.
- c. Administrator's liability under this agreement will not exceed the fees paid by the Client under this agreement during the 12 months preceding the date upon which the related claim arose. Letter (c.) will not apply if Administrator is grossly negligent or engaged in willful misconduct.
- d. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ADMINISTRATOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES EMPLOYEE BENEFIT SYSTEMS PROVIDES OR ARRANGEMENTS TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OF SPECIAL DAMAGES, LOSS OF DATA OR LOSS PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. GENERAL PROVISIONS.

- a. **Entire Contract; Amendment.** This agreement and any addendums or exhibits contain the entire agreement between the parties with respect to the subject matter herein and may be amended only by a writing signed by both parties. This Agreement supersedes any and all previous contracts, stipulations and agreements, written or oral, between the parties with respect to the subject matter herein.
- b. **Applicable Law.** This Agreement shall be deemed to be an Iowa contract, and shall be construed and governed by the laws of such state.
- c. **No Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other, provided however that Administrator may assign the Agreement to a related entity or to any successor in a corporate reorganization or restructuring, without consent. Client acknowledges that Administrator may assign, subcontract, or otherwise delegate any of its duties or obligations, provided that such assignment, subcontractor or delegation shall not relieve Administrator of its obligations under this Agreement.

- d. **Waiver.** Failure to enforce any provision of this Agreement does not alter or waive the provision or affect the future enforceability of the provision.
- e. **Severability.** If any term or provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.
- f. **No Third Party Beneficiaries.** This Agreement shall not confer any rights, remedies, claims or obligations on any third party.

Employer Signature	Title	Date
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EBS Signature	Title	Date
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**ADDENDUM (A)
FEE SCHEDULE EFFECTIVE JANUARY 1, 2024
VERIFICATION OF PURCHASE
CITY OF CRESCO**

-SEE ADDENDUM (A) ATTACHED TO GROUP RENEWAL PAPERWORK

ADDENDUM (B)
BUSINESS ASSOCIATE AGREEMENT

Employee Benefit Systems (the "Business Associate") and City of Cresco (individually, a "Party," and collectively, the "Parties") enter into this Business Associate Agreement (this "BAA"), effective January 1, 2024 (the "Effective Date") to define their respective rights and responsibilities with respect to the privacy and security of certain health information in connection with certain federal laws. This BAA supplements, amends, and is made part of the contract between the Parties dated January 1, 2024, as amended from time to time (the "Services Contract").

Definitions

For purposes of this BAA, each of the following capitalized terms shall have the meaning set forth in this Section. All other capitalized terms in this BAA shall have the meaning given to them elsewhere in the Services Contract. Except as the context of a provision dictates otherwise, a term used in this BAA that is not defined in this Section or elsewhere in the Services Contract shall have the meaning accorded to it under HIPAA or HITECH, as applicable.

- a. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402 but limited in application to Unsecured Protected Health Information.
- b. Business Associate. "Business Associate" shall mean Employee Benefit Systems.
- c. CFR. "CFR" shall mean the Code of Federal Regulations.
- d. Covered Entity. "Covered Entity" shall mean City of Cresco.
- e. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.
- f. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder relating to the privacy and security of protected health information, as such statute and regulations may be amended from time to time.
- g. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder relating to the privacy and security of protected health information, as such statute and regulations may be amended from time to time.
- h. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- i. Privacy Rule. "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- j. Protected Health Information/Electronic Protected Health Information. "Protected Health Information" and "Electronic Protected Health Information" shall have the same meaning as the terms "protected health information" and "electronic protected health information," respectively, in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- k. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- l. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- m. Security Rule. "Security Rule" shall mean the standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and C.
- n. Subcontractor. "Subcontractor" shall mean a person, not acting as a member of the Business Associate's workforce, to whom Business Associate delegates a function,

- activity, or service: (i) that is subject to the requirements of this Agreement; and (ii) for which the person creates, receives, maintains, or transmits protected health information.
- o. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information in 45 CFR § 164.402, but limited to Protected Health Information.

Obligations and Activities of Business Associate

Business Associate will not use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

Business Associate agrees to use appropriate physical, technical, and administrative safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this BAA or Required By Law. These safeguards shall include, but not be limited to, policies and procedures for reasonably and appropriately protecting the confidentiality, integrity, and availability of Electronic Protected Health Information. With respect to such information, Business Associate shall meet the requirements of the Security Rule that apply to business associates with respect to Electronic Protected Health Information.

To the extent practicable, Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

Business Associate agrees to report promptly and in writing to Covered Entity, in accordance with 45 CFR 164.410, any use or disclosure of Protected Health Information not provided for by this BAA or Required by Law and any security incidents within the meaning of 45 CFR § 164.304 of which it becomes aware. Such reports shall be made promptly as they occur provided that unsuccessful attempts to access Business Associate's information systems shall be reported only to the extent and at such times as the Parties mutually agree in writing.

To the extent that Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate shall perform such responsibilities in accordance with the requirements of the Privacy Rule.

Business Associate agrees to ensure, through written agreement, that any Subcontractor agrees to substantially the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Business Associate may disclose all or some of the terms of this BAA to any of its Subcontractors to secure its compliance with such restrictions and conditions.

At Covered Entity's reasonable and timely request, pursuant to a request by an Individual, Business Associate shall provide Covered Entity with Protected Health Information that Business Associate maintains in a Designated Record Set in a time and manner that reasonably allows Covered Entity to comply with the requirements under 45 CFR § 164.524.

At Covered Entity's reasonable and timely request, pursuant to a request by an Individual, Business Associate shall make Protected Health Information that it maintains in a Designated Record Set available to Covered Entity for amendment in a time and manner that reasonably allows Covered Entity to comply with the requirements under 45 CFR § 164.526, and, upon written notice from Covered Entity, Business Associate shall hold such amendments as Covered Entity incorporates into such information in accordance with the requirements of 45 CFR § 164.526.

Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information, received from or created by Business Associate on behalf of Covered Entity, available to the Secretary in a time and manner designated by the Secretary, for purposes of the Secretary's determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements under 45 CFR § 164.528. Upon Covered Entity's reasonable and timely request, Business Associate shall provide Covered Entity with such accounting in a time and manner that reasonably allows Covered Entity to comply with the requirements under 45 CFR § 164.528. Business Associate

shall provide Covered Entity with access to reports or other information about disclosures under 45 CFR § 164.528 to the extent and only to the extent such section of the Privacy Rule requires.

To the extent required under HIPAA, Business Associate shall: (i) restrict its use and disclosure of an Individual's Protected Health Information relating to a healthcare item or service where the Individual or another person acting on the individual's behalf pays the entire cost of the item or service out of his or her own pocket; (ii) make a reasonable effort to use and disclose only the minimum amount of Protected Health Information necessary to achieve a particular purpose; and (iii) provide Protected Health Information that it maintains electronically in the form requested by Covered Entity pursuant to a request for such information in that form by an Individual or, if not readily producible in that form, in another electronic form agreeable to the Individual and Business Associate, or if such agreement cannot be reached, as a readable hard copy.

Business Associate shall not sell Protected Health Information of an Individual unless the sale is authorized by the Individual in a form that states that the sale will result in remuneration for Business Associate, in accordance with 42 U.S.C. § 17935 (d).

Upon the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of the Breach in accordance with the requirements under 45 CFR § 164.410.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to:

Perform functions, activities, or services for, or on behalf of Covered Entity, as specified in the Services Contract except to the extent that such use or disclosure would violate the Privacy Rule if performed by Covered Entity;

Perform its obligations under this BAA, except to the extent that such use or disclosure would violate the Privacy Rule if performed by Covered Entity;

Conduct activities for its own proper management and administration or carry out its own legal responsibilities, provided that any disclosure of Protected Health Information for such purpose shall be either: (i) Required By Law; or (ii) made after Business Associate obtains reasonable assurances from the recipient of the Protected Health Information that the Protected Health Information will be held confidentially, that it will be used and disclosed further only for the purpose for which it was disclosed to the recipient, and that the recipient will notify Business Associate of any instances of which it becomes aware that the confidentiality of the Protected Health Information has been breached;

Provide data aggregation services relating to the health care operations of Covered Entity; and
Report violations of law in accordance with 45 CFR § 164.502(j)(1).

Authorized Individuals

To the extent that Business Associate is obliged to act pursuant to the direction of Covered Entity, it shall have that obligation only when such direction is made by an individual authorized to provide that direction. Such authorization shall be specified in a written notice that Covered Entity provides to Business Associate.

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall furnish Business Associate with its notice of privacy practices prepared in accordance with 45 CFR § 164.520 and of any modifications thereto.

Covered Entity shall notify Business Associate of: (i) any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information; and (ii) any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Disclosures by Covered Entity. Covered Entity shall make a reasonable effort not to provide Business Associate more than the minimum Protected Health Information necessary for Business

Associate to perform functions that are permitted or required under this BAA and shall implement and apply other physical, technical and administrative safeguards to transmit Protected Health Information to Business Associate in a manner that meets the requirements of HIPAA and HITECH, as applicable.

Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose more than the minimum Protected Health Information necessary to perform permitted or required functions under this BAA or to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA or HITECH if done by Covered Entity.

Term and Termination

Term. The term of this BAA shall begin on the Effective Date, continue for the term of the Service Contract and shall terminate as provided elsewhere in this BAA or when all of the Protected Health Information is destroyed or returned to Covered Entity or its designee, or, if it is infeasible to return or destroy Protected Health Information, when protections are extended to such information, in accordance with the termination provisions in this Section.

Termination for Cause.

If Covered Entity knows of a pattern of activity or practice by Business Associate that constitutes a material breach or violation of Business Associate's obligations under the BAA, Covered Entity shall notify Business Associate of the breach and of the period during which Business Associate may take reasonable measures to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within that period, Covered Entity shall terminate this BAA (and, to the extent applicable, the Services Contract) as soon as feasible. If termination of this BAA is not feasible within a reasonable period of time, Business Associate understands that Covered Entity may report the breach or violation to the Secretary.

If Business Associate knows of a pattern of activity or practice by Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the BAA, Business Associate shall notify Covered Entity of the breach and of the period during which Covered Entity may take reasonable measures to cure the breach or end the violation. If Covered Entity does not cure the breach or end the violation within that period, Business Associate shall terminate this BAA (and, to the extent applicable, the Services Contract) as soon as feasible. If termination of this BAA is not feasible within a reasonable period of time, Covered Entity understands that Business Associate may report the breach or violation to the Secretary.

Effect of Termination. Without limiting any responsibility for Business Associate to transfer information upon termination of this BAA, as set forth elsewhere in this BAA or Services Contract.

Except as provided in paragraph (2) of this section, upon termination of this BAA, for any reason, Business Associate shall return or, at Covered Entity's direction, destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

In the event that Business Associate determines that returning or destroying any Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- a. Regulatory References. A reference in this BAA to a section in HIPAA or HITECH means the section as in effect or, as applicable, as it has been redesignated subsequent to execution of this BAA.
- b. Incorporation of Required Provisions. Any provisions of HIPAA, HITECH, or other applicable law that are required to be, but are not otherwise incorporated into this BAA

are hereby incorporated by reference herein, effective as of the effective date of this BAA or, if later, as of the date such requirement is required to be incorporated herein.

- c. Amendment. Covered Entity and Business Associate agree to take appropriate action to amend this BAA from time to time as necessary for the Parties to comply with the requirements of HIPAA or HITECH, as each may be amended or construed by courts of applicable jurisdiction or the Secretary from time to time. Each such amendment shall be made by and, unless the Parties mutually agree, effective as of the applicable compliance date for the change in rules or interpretation. The Parties may amend or terminate this BAA in a writing executed by authorized representatives of each Party. Covered Entity shall notify Business Associate in writing of changes in its policies, procedures, or practices with respect to the privacy or security of information that may increase Business Associate's costs in performing obligations under this BAA. If Business Associate determines that such costs will increase materially, it shall notify Covered Entity of the increase in cost. Covered Entity shall reimburse Business Associate for such costs or modify its policies, procedures, or practices to eliminate the increase.
- d. Communications. Written communications from one Party to the other shall be provided as set forth in the Services Contract and, to the extent not set forth therein by first-class mail, certified/return receipt requested, or by overnight or hand delivery by a reputable courier to the address listed below, except as the receiving Party specifies to the other Party in writing.
- e. Relationship. With respect to all functions that Business Associate performs on behalf of Covered Entity that involve Protected Health Information, the Parties shall have no relationship other than that of independent contractors.
- f. Disclosure of Terms of Agreement. Business Associate may disclose some or all of the terms of this BAA to a Subcontractor or potential Subcontractor.
- g. Survival. The respective rights and obligations of Business Associate under Sections 6(c) of this BAA shall survive the termination of this Agreement and the Services Contract.
- h. Interpretation. Any ambiguity in this BAA or the Services Contract shall be resolved to permit Covered Entity and Business Associate to comply with their respective obligations under HIPAA and HITECH.

IN WITNESS WHEREOF, this agreement is executed by the parties, acting through their duly authorized representatives, as of the dates set forth, below.

City of Cresco
130 North Park Place
Cresco, IA 52136

Employee Benefit Systems
214 N. Main Street
Burlington, Iowa 52601

By: _____

By: Kelly Augustine

Title: _____

Title: Director Operations

Signature: _____

Signature: _____

Date: _____

Date: _____

**ADDENDUM (C)
RESPONSIBILITY AGREEMENT**

Responsibility of CITY OF CRESCO. ("Client")

1. Group Setup and Renewal Information

- a. Client is responsible for completing, signing, and returning the setup or renewal forms and re-enrollment forms by the designated deadline.
- b. Client is responsible for timely adopting, signing, and returning the Plan Documents as necessary to ensure ongoing compliance with applicable law.

2. Adds, Changes or Terminations

- a. Notices of additions, changes or terminations of members should be sent to the EBS Billing and Enrollment Specialist or entered in Administrator's Online Enrollment system in a timely manner.
- b. Prior to notifying EBS of a change, Client is responsible for verifying eligibility and qualifying life event documentation i.e. divorce decree, marriage certificate, notarized affidavit of common law marriage, qualified medical child support order, letter from entity describing gain/loss of coverage, indicating name(s) and effective dates of status change, etc.
- c. The maximum Consolidated Billing premium adjustment for late notification of additions, changes, or terminations is 60 days from date of receipt by EBS. (Ex: Employee terminates coverage December 1st. EBS is notified April 10th, credit will be given for 60 days prior to April 10th.)
- d. EBS is not responsible for claims paid if EBS was not timely notified of a change or termination.
- e. If client has a specific concern regarding a termination, they shall call EBS immediately to deactivate access and follow up with an email.
- f. COBRA continuation notices will be sent for up to 1 year from the member's termination date or from the onset of COBRA services with EBS, whichever is later. If a member accepts COBRA continuation coverage, EBS is not responsible for the insurance carrier accepting or denying coverage if EBS was notified by the Client more than 30 days after the termination date.

3. Report Verification

- a. Client is responsible for reviewing the EBS Monthly Reports, if applicable, and the Monthly Billing Statement, against Client's payroll and other records for accuracy and shall timely notify EBS in writing of any errors or inaccuracies.

4. Payroll Reporting for Flex Spending Accounts (if applicable)

- a. Client shall provide the payroll contributions information to EBS in a timely manner.

5. Claim Funding & Premium Determinations (if applicable)

- a. The preferred method of funding the claims account is by Automated Clearing House (ACH).
- b. **If another method is used to fund processed claims, EBS will not hold claims longer than four business days.**
- c. **EBS is not responsible for any overdraft fees or bank charges due to non-funded accounts.**
- d. It is Client's sole responsibility to determine the level of funding for any self-insured plans, including the amount of any partial self funding.
- e. It is Client's sole responsibility to determine and communicate to EBS the applicable COBRA premium for any Client sponsored by Client for which EBS provides COBRA administration services.

- f. Checks issued by EBS for claims are good for up to 90 days. After 90 days, an uncashed check becomes stale dated and will become void. EBS will reissue an uncashed, lost, or voided check one time at no charge. Additional reissues will be charged a \$25 fee per check. Checks will be reissued for up to 365 days past the original issue date. If a check remains uncashed, the Client should turn over the check amount to the unclaimed assets for your State.

6. IRS Reporting (if applicable)

- a. Client is responsible to file Annual Reports and other required filings. This includes but not limited to:
- 5500
 - 509A
 - PCORI
 - 1094-1095C
 - GASB

7. Fees on Self Insured Health Plans (if applicable)

- a. If Client has a self insured health plan, Client is responsible for the payment of any fees assessed (i.e. Patient Centered Outcome Research Institute ("PCORI" fee) in accordance with any new or revised federal and/or state regulations.

8. Notifications

- a. Client is solely responsible for notifying EBS of COBRA qualifying events and mid-year election changes.
- b. Client is responsible for distributing to participants all required notices and documents, including summary plan descriptions, summary of benefits and coverage, summary annual reports, and privacy notices.

9. Appeals

- a. Client is solely responsible for responding to and deciding appeals made by participants or beneficiaries pursuant to self-funded benefit plans.

Responsibility of Employee Benefit Systems ("Administrator")

1. Adds, Changes or Terminations

- a. Administrator will process additions, changes, or terminations within one week after receipt of hard copy or email notification in writing from Client.
- b. Additions, changes, or terminations received from Administrator's Online Enrollment systems' or other electronic feeds, may take 48-72 business hours or longer during holidays to be executed.
- c. If client has a specific concern regarding a termination, they shall call EBS immediately to deactivate access and follow up with an email.

2. Claim Processing (if applicable)

- a. Claims will be paid in a timely manner consistent with normal business practices.
- b. Administrator will contact the Client if additional funds are needed to release processed claims. Administrator will not hold claims longer than four business days.

3. Reports

- a. Administrator will generate and send by email a monthly billing statement to Client. If Administrator bills Client for payroll contributions and additional funding has been collected throughout the year, an adjustment to the monthly billing will be made on the twelfth -12th-month bill of the plan year.
- b. Check registers will be sent by email to the Client if applicable.
- c. Monthly Reports and Financials will be sent by email to the Client if applicable.
- d. Annual non-discrimination testing upon receipt of required information provided by Client.

4. ID Cards (if applicable)

- a. ID cards will be created using a good faith, reasonable interpretation of the Consolidated Appropriations Act 2021 (CAA) for self-funded medical plans. ID cards will be created for self-funded dental and vision plans. ID cards are not typically created for partial self-funded (PSF) plans. If a PSF client would like ID cards for members, submit a quote request to EBS.

Employer Signature	Title	Date
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EBS Signature	Title	Date
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Cresco Park LLC

3340B Annapolis Lane N
Plymouth, MN 55447
10/24/2023

Hello Cresco City Works,

I hope everyone is well and enjoying the fall. I am writing today to request some forgiveness on the sewer charges for "house meter" for Shady Oak trailer park at 701 S Elm St. for the service period of 08/21/23 to 09/20/23. The calculated excess usage was 42,555. It was discovered that the pipe leading into Lot 2's meter was broken and leaking out affecting the use. I provided an invoice for the repair from Gosch's Plumbing. Please let me know what else you need to allow this to be approved.

Warm regards,

Derek Dittmer
Managing Partner - Cresco Park LLC
M: 320-309-2180
crescoparkllc@gmail.com



Gosch's Inc.
 329 2ND AVE SE
 CRESCO, IA 52136
 +1 5635474392
 goschsinc@hotmail.com
 goschsplumbing.com

INVOICE

BILL TO

Cresco Park LLC
 3340 B Annapolis Lane North
 Plymouth, MN 55447

SHIP TO

Cresco Park LLC
 3340 B Annapolis Lane North
 Plymouth, MN 55447

INVOICE # 19858

DATE 09/29/2023

DUE DATE 10/14/2023

TERMS Net 15

DATE		QTY	RATE	AMOUNT
	Lot 2 water gushing out of meter			
	city spud 1/2"	1	15.00	15.00T
	AY 3/4 IP curb stop with drain valve 6001	1	215.00	215.00T
	3/4 x 3 Brass Nipple	2	5.70	11.40T
	3/4" Red Brass Insert FIP Adapter RBFA75	2	9.05	18.10T
	3/4" Red Brass Insert MIP Adapter RBMA75	1	9.35	9.35T
	6812 Stainless Steel Clamp G14-012	6	1.30	7.80T
	3/4 purecore pipe	1	0.95	0.95T
	4" drain tile	6	2.20	13.20T
	3/4 IP A Y McDonald #72032T LF Ball Valve	1	15.70	15.70T
	3/4 x 1/2 Brass Bushing	1	6.00	6.00T
	1/2 x Close Brass Nipple	1	2.30	2.30T
	1/2 crimpfad	1	2.90	2.90T
	1/2 crimp pex	1	1.10	1.10T
	1/2 crimpcoup	1	1.45	1.45T
	1/2 crimp ring	3	1.20	3.60T
	9'-13' heat tape	1	33.00	33.00T
	fiber glass isolation	1	4.50	4.50T
	4 tile cap	1	3.00	3.00T
	Labor Josh 9/1/2023 dig/repair	4	80.00	320.00T
	Labor Dorian	4	65.00	260.00T
	Labor Josh 9/1/2023 isolate	1	80.00	80.00T
	Labor Dorian	1	65.00	65.00T

PAID

SUBTOTAL	1,089.35
TAX	76.25
TOTAL	1,165.60
PAYMENT	1,165.60

HAVE AN AMAZING DAY!!

460.13 +
 513.14 +
 499.59 +
 564.04 +
 437.75 +
 518.92 +
 497.41 +
 532.01 +
 743.86 +
 509.26 +
 464.42 +

 ACCOUNT NUMBER 7079205 STATUS Active
 NAME SHADY OAKS
 PROPERTY 701 S ELM ST

SV SERIAL # MULTIPLIER DIGITS INS DATE SERV DATE LOCATION NOTE

SE 35735816 1.00000 9 8/18/2022
 WA 35735816 1.00000 9 8/18/2022 10001 D1

 BILL DATE SERV READ DATE PRES PREV EST BILL CONS CHARGE

BILL DATE	SERV READ DATE	PRES	PREV	EST	BILL CONS	CHARGE
10/31/2023	SE 10/20/2023	3800620	3754790		45830	460.13
9/30/2023	SE 9/20/2023	3754790	3656180		98610	990.04 ← Leak
8/31/2023	SE 8/21/2023	3656180	3605070		51110	513.14
7/31/2023	SE 7/20/2023	3605070	3555310		49760	499.59
6/30/2023	SE 6/20/2023	3555310	3496310		59000	564.04
5/31/2023	SE 5/19/2023	3496310	3450520		45790	437.75
4/30/2023	SE 4/20/2023	3450520	3396240		54280	518.92
3/31/2023	SE 3/20/2023	3396240	3344210		52030	497.41
2/28/2023	SE 2/20/2023	3344210	3288560		55650	532.01
2/07/2023	SE BAL ADJUST					1540.66
	SE BAL ADJUST					545.91
1/31/2023	SE 1/20/2023	3288560	3171570	116990		1110.42
12/31/2022	SE 12/19/2022	3171570	2949690	221880		2121.17
11/30/2022	SE 11/18/2022	2949690	2871880	77810		743.86
10/31/2022	SE 10/20/2022	2871880	2818610	53270		509.26
9/30/2022	SE 9/20/2022	2818610	2770030	48580		464.42

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Misc Out

RESOLUTION NUMBER _____

**RESOLUTION ADOPTING THE ANNUAL PROJECT LIST UPDATE
TO THE CAPITAL IMPROVEMENTS PLAN
2022 TO 2027**

WHEREAS, the City of Cresco hereby completed a Capital Improvements Plan (“CIP”) and conducted a public hearing in accordance with Section 384.15(3) of the Code of Iowa; and

WHEREAS, this plan includes the long-range plan for the planning, scheduling, and financing of large construction projects and the purchasing of major pieces of equipment by the City of Cresco; and

WHEREAS, the City Council shall conduct reviews of the CIP and continue to revise and update the CIP on an annual basis; and

WHEREAS, the original Capital Improvements Plan 2022 to 2027 was approved and adopted on March 21, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT the Capital Improvements Plan has been revised and updated with additional projects, updated costs, and new rankings; and

BE IT FURTHER RESOLVED THAT the 2024 Updated Project list is approved and adopted.

Council Person _____ moved the adoption of the foregoing Resolution and Council Person _____ seconded said Motion. Following discussion, a roll call vote was requested by Mayor and said roll call resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Capital Improvements Plan for the City of Cresco is approved and adopted.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023

BY: _____
Mayor David J. Brenno

ATTEST: _____
City Clerk Michelle Elton

ADDENDUM 2 - CITY OF CRESCO, IOWA - CAPITAL IMPROVEMENT PLAN PROJECT LIST- FIRST DRAFT- OCTOBER 11, 2023

#	Department		Project Name		Project Description		Cost Estimate		Funding Source		Life Replac or Infrastructure Rank	Composite Total
PROJECTS RANKING #24 - #21 TO BE COMPLETED BY FY26												
23	Park & Rec	Fitness Center - Replace Pool Heater	Replace pool heater		\$75,000	*LOST / FC Trust *Thomson Donation 50%						24
34	Fire	Fire Rescue Truck	Replace Fire Unit #330 by 2025 City/ Rural Split		\$353,000	* LOST- City - 50% *Rural Assn. - 50%				2025		23
41	Street	Update Maintainer	Replace 1984 model with used unit in FY2025		\$82,000	*RUT *LOST				2025		22
50	Sewer Utility	Age-Related Equipment Replacement	Replace/Upgrade 10 items		\$1,911,000	*SRF Loan/Loan Forgiveness						22
6	Street	Division Street Reconstruction Project	From 8th Ave W to 12th Ave E. Replace storm sewer, sanitary sewer, & water mains, and repave the street		\$1,118,000	*Special Assessment *G.O. Bonds				2.75		21
32	Fire	Turnout Gear Replacement	Replace Firefighter Personal Protective Equipment/Turnout Gear by 2026		\$150,000	* LOST - City - 50% *Rural Assn. - 50 %				2026		21
PROJECTS RANKING #20 - #18 TO BE COMPLETED BY FY28												
22	Park & Rec	Fitness Center - HVAC Project	Replace old boiler system with new high efficiency hot water boiler plant per Twin Rivers Engineering Study		\$690,000	*LOST Funds *General Tax Rev. *FC Trust						20
55	Sewer Utility	Splitter Box Improvements	Splitter Box Improvements for Aeration Basins		\$82,000	*Sewer Revenue						20
42	Street	Dump Truck	Replace 2011 Freightliner in FY2026		\$124,000	*RUT/Water/Sewer *LOST				2026		19
51	Sewer Utility	Grit Storage Facility/Septage Receiving Facility	New facility to accept septage from sewer cleaning and the public		\$82,000	*Sewer Revenue *User Fees						19
56	Sewer Utility	Digester Blowers	New Digester Blowers		\$225,000	*Sewer Revenue						19
19	Water Utility	Water Main From Well #3 to 500 Klower (8th Ave)	Install new water main from Well #3 to Water Tower and eliminate two existing mains. Will also include sewer line and street construction work.		\$2,461,000	*SRF Loan *G.O. Bonds *Sewer Cash Res. *Sn.Assessments				2.75		18
25	Park & Rec	Fitness Center - Pool Ventilation & Condensing Unit	Replace ventilation unit, dehumidification, and heat recovery unit		\$471,000	*LOST Funds *General Tax Rev. *FC Trust						18

#	Department	Project Name	Project Description	Cost Estimate	Funding Source	Life Replac	Composite Total
27	Park & Rec	Train Painting Project	Paint locomotive & boxcar and replace railroad ties.	\$123,000	*Grants & Donations		18
PROJECTS RANKING #17 - #16 TO BE COMPLETED BY FY30				\$4,347,000			
7	Street	Vernon Road Reconstruction Project	Vernon Road from Hwy 9 south to approx "10th Ave SW". Replace storm sewer, sanitary sewer, & water mains, and repave the street	\$1,765,500	*Special Assessment *G.O. Bonds *LOST Money? *Water/Sewer Loan	2.67	17
17	Water Utility	Highway 9 West Water Main Loop	Install water main loop to serve Industrial Park and Campsite Subdivision	\$167,000	*SRF Loan *Water Cash Res. *Sewer Cash Res.		17
8	Street	2nd Street E Repair Project	From Highway 9 to 1st Avenue East - Replace storm sewer and pave the street	\$160,500	*Special Assessment *G.O. Bonds	1.58	16
13	Sewer Utility	Replace Sanitary Sewer on 3rd St SE	Raise sanitary sewer mains and grout risers to reduce I&I issues at South Lift Station	\$1,819,000	*SRF Loan *Sewer Rate Rev. *CDBG grants		16
28	Theatre	Theatre Roof Project	Replace roof on building by 2028 based upon an inspection by Schwicker's Tecta America.	\$107,000	*Grants & Donations *LOST Fund *General Fund	2028	16
39	Street	Loader	Replacement of John Deere Loader in FY2023 (Rejected Bids in 2023)	\$176,000	*RUT/Water/Sewer *LOST	2028	16
49	Park & Rec	Fitness Center Roof Replacement	Replace 4 Roofs - Pool House, Pump Room, West Gym Entrance, (Fitness Room - not quoted-est \$50,000)	\$152,000	*LOST *FC Trust		16
PROJECTS RANKING #15 - #1 TO BE COMPLETED AFTER FY31				\$32,971,920			
20	Library	Library Downstairs Renovation Project	Install new carpet, shelving, and paint to repair water damage and address drainage issues	\$104,000	*LUS I Funds *General Tax Rev. *Library Trust Donations *Library Foundation		15
46	Airport	Runway Asphalt Overlay	Overlay runway with asphalt. Eligible for Grant of 80% for \$400,000	\$500,000	*Grant *Airport Trust		15
47	Street	Downtown Asphalt Overlay	Overlay 2nd Ave W, N Park Pl, & S Park Pl and replace 4" watermain	\$200,000	*Assessments *G.O. Bond	2.56	15
4	Street	10th Avenue SE & SW Reconstruction Project	From 10th St. SW to 10th St. SE. Concrete paving and curb & gutter - (Analyze storm sewer) Sanitary sewer crossing at intersection - Water line	\$2,060,000	Special Assessment *G.O. Bond *Sewer Loan *General \$46,000	2.00	14
36	Misc - Solar	Buyout - Solar Arrays Project	Purchase the existing seven solar arrays at City Buildings & facilities that are now owned by Solar Pro LLC	\$321,000	*RUT \$30,500 *Water \$223,500		14
48	Street	Asphalt Overlays	Overlay 8th Ave E, 8th St E, 9th St E, & 7th Ave. Water & Sewer & Storm Sewer in good condition.	\$762,000	*Assessments *G.O. Bond	1.41	14

#	Department	Project Name	Project Description	Cost Estimate	Funding Source	Life Replac	Composite Total
1	Street	4th Avenue West Reconstruction Project	From 3rd St. West to 7th St. West - Concrete paving - 4 blocks. Storm sewer and curb & gutter. Replace 4" water main	\$1,200,000	*Special Assessment *G.O. Bond	2.56	13
10	Street	5th Street West Reconstruction Project	From 2nd Avenue West to 6th Avenue West. Curb & gutter replacement. Storm sewer repair	\$852,000	*Water & Sewer Loan *Special Assessment *G.O. Bonds	2.33	13
18	Water Utility	Water Main Replacement Program	Replace all 4 inch water mains over period of time to meet Fire Code and DNR requirements (See map) approx 70,000 ft x \$55/ft	\$4,119,500	*SRF Loan		13
29	Theatre	Theatre Renovation Project	Replace seats, flooring, and refinish balcony flooring	\$241,000	*Grants & Donations		13
5	Street	2nd Street S.W. Reconstruction Project	From 3rd Ave. SW to 10th Ave. SW. Concrete paving and curb & gutter & water & sanitary & storm sewer replacements	\$1,530,000	*Special Assessment *G.O. Bonds	2.11	12
14	Sewer Utility	Wastewater Treatment Plant Renovation Project (Nutrient reduction program)	Major repairs to pumps, aeration basins, clarifiers, UV disinfection system, digesters, blowers, building, garages, control building - See List.	\$12,000,000	*SRF Loan *Sewer Rate Rev. *CDBG grants	Plan 2028 Upgrades 2033	12
26	Park & Rec	Thomson Pool & Fitness Center Upgrades	Refurbish pool, add therapy pool upgrade fitness space, expand parking lot, and improve locker rooms.	\$3,210,000	*Major Donation *Fundraising *Bonds *TIF		12
2	Street	3rd Street East Reconstruction Project	From 2nd Ave. East to 6th Ave. East. Concrete paving - 4 blocks curb & gutter. Replace water main crossing at 3rd & 4th & 5th Avenues.	\$1,047,500	*Special Assessment *G.O. Bond	2.42	11
3	Street	5th Avenue West Reconstruction Project	From 3rd St. West to 7th St. West. Concrete paving and curb & gutter-4 blocks. Replace water.	\$1,159,000	*Water & Sewer Loan *Special Assessment *G.O. Bond	2.50	11
54	Fire	Breathing Air Compressor	Replace 2004 compressor (in 2029)	\$50,000	*Water & Sewer Loan *LOST - City - 50% *Rural Assn. - 50%	2029	11
15	Water Utility	Water Storage Tank & Water Well Project	Construct new 500,000 gallon or more water tower and tank and drill new (third) water well into Jordon Aquifer - 1,200 feet deep	\$2,942,500	*SRF Rev Bond *CDBG Grant		10
54	Fire	SCBA Breathing Apparatus	Replace 2019 equipment (Replace 15 yrs per NFPA in 2034)	\$152,000	*LOST - City - 50% *Rural Assn. - 50%	2034	8
52	Fire	Pumper Truck #326	Replace 2014 Pumper Truck (in 2034)	\$381,420	*LOST - City - 50% *Rural Assn. - 50%	2034	7
53	Fire	Tanker Truck #328	Replace 2009 Tanker Truck (in 2034)	\$140,000	*LOST - City - 50% *Rural Assn. - 50%	2034	7
TOTAL				\$45,265,920			638

Ranking Code:

- 4 By FYE 6/30/26
- 3 By FYE 6/30/28
- 2 By FYE 6/30/30
- 1 FYE 6/30/31 or Later
- 0 or blank

Life Replacement:

Year of replacement as recommended or required
 Street Projects-Street/Water/Sewer Infrastructure ranking

Worst 4
Poor 3
Fair 2
Good 1
Great 0

Cost estimates were increased 10% and 7% for most projects over the past two years.

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING SIGNERS ON DEPOSITORY ACCOUNTS

WHEREAS, the City of Cresco maintains deposit accounts at Cresco Bank and Trust, CUSB Bank, and Iowa Public Agency Investment Trust including, but not limited to, Checking Accounts, Money Market Accounts, and Certificate of Deposits; and

WHEREAS, a change in personnel duties and responsibilities requires a change in authorized signers on all accounts effective November 13, 2023 as follows:

1. Remove Nathan Widell, Public Works Director and replace with Michelle Elton, City Clerk

BE IT RESOLVED, by the City Council of the City of Cresco, Iowa, that the authorized signers be Anthony Sturm or Michelle Elton as employees of the City of Cresco to be authorized to operate and maintain the deposit accounts with Cresco Bank and Trust, CUSB Bank, and Iowa Public Agency Investment Trust.

BE IT FURTHER RESOLOVED, the City Clerk will continue to be the Administrator for online banking accounts and will monitor and authorize the User Roles including abilities to view accounts, transfer between accounts, and initiate and review ACH batches.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

David J. Brenno, Mayor

ATTEST: _____
Michelle Elton, City Clerk

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE OFFER OF
EMPLOYMENT FOR THE CITY CLERK POSTION

WHEREAS, the Cresco City Council unanimously voted to hire Nicole Hill to fill the City Clerk position effective January 1, 2024; and

WHEREAS, this position will be covered under the current City of Cresco Employee Handbook (last revised July 2022) with the pay schedule modifications as indicated in the Offer of Employment.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Offer of Employment for the City Clerk Position with Nicole Hill.

Council Person _____ moved the adoption of the foregoing Resolution Authorizing the Mayor to sign the Offer of Employment with Nicole Hill. Council Person _____ seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:

Ayes: _____

Nays: _____

Absent: _____

Thereupon, the Mayor declared said Resolution duly passed and announced that the Offer of Employment dated November 6, 2023 between the City of Cresco and Nicole Hill is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

BY: _____
Mayor David J Brenno

ATTEST: _____
City Clerk Michelle Elton