

NOTICE AND CALL OF PUBLIC MEETING

GOVERNMENTAL BODY: THE CITY COUNCIL OF CRESCO, IOWA
DATE OF MEETING: NOVEMBER 4, 2024
TIME AND PLACE OF MEETING: 5:30 P.M. CITY HALL, 130 N PARK PLACE

PUBLIC NOTICE IS HEREBY GIVEN THAT THE ABOVE MENTIONED GOVERNMENTAL BODY WILL MEET AT THE DATE, TIME AND PLACE SET OUT ABOVE. THE TENTATIVE AGENDA FOR SAID MEETING IS AS FOLLOWS:

ROLL CALL: CARMAN, BOUSKA, FOSAAEN, McCONNELL, KRIENER

ACT ON THE CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time council votes on the motion.

1. Approval of the Agenda
2. Approval of the Claims
3. Minutes from October 21, 2024
4. Minutes from October 29, 2024 Worksession
5. Approval of Street Closing Permit for Portions of 3rd Ave W, 2nd St W, Alley Between 3rd Ave W and 4th Ave W, and North Elm St for United Methodist Church Fall Dinner on November 25, 2024
6. Approval of Special Class C Retail Alcohol License with Outdoor Service to Fat T's Café LLC

STAFF REPORTS: There may be action taken on each of the items listed below.

1. Public Works
2. Police
3. Administration
4. Committee Updates

COMMENTS FROM AUDIENCE: *(This portion of the agenda is for comments that are not related to one of the items listed on the agenda. Comments can only be received. No formal action by the Council can be taken. Those making public comments will be asked to state their name and address, and to speak from the podium.)*

BUSINESS: There may be action taken on each of the items listed below.

1. Review Bids for Land Lease Agreement for the Airport Farmland
2. Resolution Authorizing the Mayor and City Clerk to Enter into a Farm Lease Agreement
3. Resolution Authorizing the City Clerk to Enter into a Third-Party Administration Service Agreement with Employee Benefit Systems ("EBS")
4. Resolution Authorizing Transfer of Funds for FY 2025 (Budget Amendment #1 Transfers)
5. Resolution Approving and Authorizing a Form of Loan and Disbursement Agreement by and Between the City of Cresco, Iowa, and the Iowa Finance Authority, and Authorizing and Providing for the Issuance and Securing the Payment of \$1,940,000 Sewer Revenue Capital Loan Notes, Series 2024, of the City of Cresco, Iowa, Under the Provisions of the Code of Iowa, and Providing for a Method of Payment of Said Notes; Approval of the Tax Exemption Certificate
6. Resolution Authorizing Mayor to Enter into Financial Services Agreement with Piper Sandler & Co.

7. Discuss Storm Sewer Intake on 5th Street SW and Possible Motion to Proceed with Project
8. Review Proposed Parking & Recreational Vehicle Ordinances

ADJOURN:

THIS NOTICE IS GIVEN AT THE DIRECTION OF THE MAYOR PURSUANT TO CHAPTER 21, CODE OF IOWA AND THE LOCAL RULES OF SAID GOVERNMENTAL BODY. POSTED NOVEMBER 1, 2024.

Mayor Fortune called the Cresco City Council meeting to order on October 21, 2024 at 5:30 pm. Council Members Carman, Bouska, Fosaaen, McConnell, and Kriener were present. No council members were absent.

Carman made the motion to approve the consent agenda which included approval of the: agenda; claims; minutes from the October 7, 2024 meeting; Tax Abatement under the Urban Revitalization Plan for Galen and Therese Tolliver; Class C Retail Alcohol License (LC) to Dan's Restaurant's d/b/a Dan's Road House. McConnell seconded and it passed all ayes.

Public Works Director Brenno reported: (a) Mehmert Tiling has finished the new tile line by the airport; (b) Anthony Henry Sealcoating has finished the runway repair project; (c) yard waste pickup goes until the middle of November. Reminder that only yard waste is accepted. Rocks, concrete, treated lumber, or pavers should be not be disposed of at the site; (d) met with a contractor to get an estimate on painting the train and boxcar in Beadle Park. Some of the ties underneath will need to be replaced. The contractor will have a tent to contain the spray while the work is being completed and a special UV coat will be applied which will allow the paint to last longer; (e) GigFire restored the service to the solar at the wells; (f) the Age-Related Equipment Project will be starting soon; (g) having issues with the computer that is used to read meters. We are unable to upgrade the software or install on a new computer. If this computer stops working, all remaining meters will need to be individually read and hand entered into the billing software. All meters will need to have the transponder upgraded to a new cellular one. The cellular ones are able to be read remotely, and will save time with meter readings. Currently have over 200 that are ready to be installed.

Police Chief Ruroden had nothing to report for the police department.

City Clerk Hill reported: (a) attended IMFOA last week. The tax statement that was new last year will be revamped to hopefully be less confusing; (b) CIP worksession will be October 29th at 4:30 pm; (c) a steering committee will be formed for updating the comprehensive plan. Amy and Rich will be Council representatives; (d) deadline for bids for land rent is November 4th at 1 pm; (e) the Lead Service Line Inventory was submitted to the Iowa DNR last week. We are required to send a letter to the remaining 112 that were marked unknown, lead, or galvanized. The Water Department will still try to go in to verify what the service line is and we can update the information that was submitted.

McConnell reported the Airport Commission met. Kriener would like to update the agreement to state that sludge may be applied to the crop land if needed. Additional testing will be done to make sure the soil meets the criteria prior to application.

McConnell updated on the CIDC meeting. October 30th is the ribbon cutting for the clinic expansion. The Chamber/CIDC Banquet will be November 22nd at the Country Club.

Bouska reported on the Upper Explorerland/Iowa Economic Development workshop. She said there was information on best practices with ordinances, nuisances, and downtown areas.

Mayor Fortune asked for comments from the audience and there were none.

Mayor Fortune opened the Public Hearing for Budget Amendment #1 for fiscal year ending June 30, 2025. There were no written or oral comments and the public hearing was closed. Carman made the motion to approve the resolution amending the current budget for fiscal year ending June 30, 2025. Bouska seconded and it passed all ayes.

Library Director Jordyn Moore presented an annual update on the Library statistics. They have seen huge increases in attendance for summer programming, annual programs, new patrons, and circulation. They have many programs planned each month so everyone is encouraged to check their website for upcoming events. She welcomed ideas from Council and public for future projects and programming.

Bouska made a motion to approve a resolution authorizing the City Clerk to sign the health and dental insurance contract with Wellmark Blue Cross/Blue Shield. Carman seconded and it passed all ayes.

The 28E Agreement with Northeast Iowa Regional Housing Trust Fund states that funding will be used for providing access to well-maintained, safe, and affordable housing for individuals and families with limited resources in Northeast Iowa. Kriener made a motion to authorize the \$12,500 payment to Northeast Iowa Regional Housing Trust Fund and declared it meets a public purpose in accordance with the 28E Agreement. Fosaaen seconded and it passed all ayes.

Hill explained text alert options were explored with Text My Gov and Everbridge. Staff recommended utilizing Text My Gov due to the services that are offered and the ability to have two-way communications. Residents will receive a text that allows them to opt-in to continue to receive updates. They will also be able to text questions and concerns to city staff and get automated responses to frequently asked questions. This system would be utilized by all city departments for things such as snow emergency declarations, live events, park and rec news, utility service interruption and more. The service is estimated to take 30 days to be active. McConnell made the motion to approve the resolution authorizing the City Clerk to sign the agreement with Text My Gov. Bouska seconded and it passed all ayes.

Bouska made the motion to approve the resolution approving the Street Finance Report. Fosaaen seconded and it passed all ayes.

Carman moved to adjourn the Council Meeting at 6:03 pm. Kriener seconded and it passed all ayes. The next regular Cresco City Council meeting will be November 4, 2024, at 5:30 pm at Cresco City Hall.

Mayor Alexander Fortune

City Clerk Nicole Hill

Following is a list of claims approved for payment:

PAYROLL		84,306.05	NEIA REGIONAL FUND	Contrib	12,500.00
ACCESS	Copier	462.71	NC LAB	Supps	926.90
ALLIANT	Elec	1,463.80	O'DONNELL INS	Ins	297,082.00
AMERICAN RED CROSS	Supps	503.00	O'HENRY'S	Supps	344.00
ANDERSON, WILMARTH	Attny	883.00	PETTY CASH	Pstg	60.49
A. H. SEALCOATING	Svcs	49,330.00	PLUNKETT'S	Svcs	510.15
BADGER METER	Svcs	288.58	RELIANCE	Ins	162.00
BAKER & TAYLOR	Books	520.94	SAFETY-KLEEN	Supps	181.46
BC/BS	Ins	38,434.75	SCHWICKERT'S	Svcs	2,565.00
BLUFF COUNTRY	Ad	370.00	SKYLINE SALT	Salt	4,870.41
BOB'S ELECTRIC	Locate	180.00	ST HYGIENIC LAB	Analys	124.50
CAPITAL SANITARY	Supps	279.64	STOREY KENWORTHY	Supps	40.12
CARDMEMBER SVCS	Supps	272.66	TREASURER, ST OF IA	Tax	7,003.96
CARQUEST	Supps	183.55	TURKEY RIVER	Supps	45.00
CARRICO	Chems	150.31	USA BLUE BOOK	Supps	214.11
CITY LAUNDERING	Svcs	92.18	VERMEER	Parts	205.57
CITY OF CRESCO	Ins	4,544.56	VISA	Supps	8,319.60
CITY OF CRESCO	Util	33.24	WHKS	Engr	7,481.91
CPU	Svcs	113.99	WINDSTREAM	Internt	<u>139.33</u>
CR SHOPPER	Ads	491.95	BY FUND:		
CR UNITED METHODIST	Prog	150.00	GENERAL		359,757.04
DELUXE ECHOSTAR	Movie	40.00	HOTEL/MOTEL TAX		1,000.00
EAGLE ENGRAVING	Supps	25.15	EV CHARGING STATION		66.13
EDIE SLIFKA BENEFIT	Tour/sum	1,000.00	NUISANCE HOUSE		828.09
EMRG APPARATUS	Svcs	1,364.47	FR STATION BLDG		7,517.18
GALLS	Supps	61.82	DRUG DOG		3,008.20
HARDIN, LEE	Show	2,000.00	AIRPORT TRUST		48,630.00
HAWKEYE CC	Training	200.00	CR COMM FIRE		29,521.97
HAWKEYE SANI	Fees	78,720.98	ROAD USE TAX		37,279.81
HAWKINS	Chems	893.52	EMPLOYEE BENE		7,466.35
HILL, NIKI	Training	261.30	FITNESS CENTER TRUST		34,988.00
IAMU	Dues	1,513.00	SEWER AGING EQUIP		7,481.91
IA ONE CALL	One Calls	36.90	WATER		50,520.58
LICKTEIG, STEVE	Svcs	45.00	SEWER OP		78,565.11
MACQUEEN EQUIP	Parts	158.00	CAP IMPROVE		5.70
MEDIACOM	Phone	466.20	YARDWASTE		<u>440.86</u>
MEHMERT TILING	Svcs	15,187.07	Total Expenditures		667,076.93
MIENERGY COOP	Elect	4,408.10	Revenue 10/8-10/21/24		1,239,357.20
MOSS ROOFING	Svcs	34,864.00			

Mayor Fortune called the Cresco City Council CIP worksession to order on October 29, 2024, at 4:30 pm. Council Members Carman, Bouska, Fosaaen, McConnell, and Kriener were present. No council members were absent.

Council discussed the Capital Improvement Plan (“CIP”) for 2022 – 2027 and bonding capacity. The current debt limit for the City is \$11,824,216. The outstanding general obligations are \$5,995,000. Council would like to leave some debt capacity to be used in case of emergency. All of the projects on the CIP are over \$50,000, bonding will be used to fund some of the projects. Council would like to have the department heads review the equipment to see if any can be pushed back to later years. The donation projects will be listed separately to help with reviewing the CIP and will be completed when funds are received thru donations and grants.

Council will rank the projects and the annual update will be presented at a future council meeting.

Kriener moved to adjourn the worksession at 6:20 pm. Carman seconded and it passed all ayes. The next regular Cresco City Council meeting will be November 4, 2024, at 5:30 pm at Cresco City Hall.

Mayor Alexander Fortune

City Clerk Nicole Hill

STREET CLOSING/PARADE PERMIT

Application Date: 10/26/24 Name: Cresco United Methodist Church

Mail to Address: 310 N. Elm St. Cresco, IA 52136

Phone Number: Church 563-547-2782 or Melodee Balk 563-547-331

List Streets to Close or Parade Route: See attached paper

Reason for Closure: Drive through for our fall dinner on Mon., Nov. 25th.

Event Date: Mon., Nov. 25 Time: (from) 3:30 PM (to) 6:00 P.M.

Signature of Applicant: Melodee K. Balk

INCLUDE A MAP MARKING THE STREET OR STREETS YOU WISH TO HAVE CLOSED AND THE INDEMNITY AND HOLD HARMLESS AGREEMENT

PARADE REGULATIONS ARE LISTED BELOW.

60.08 PARADES REGULATED. No person shall conduct or cause any parade on any street except as provided herein:

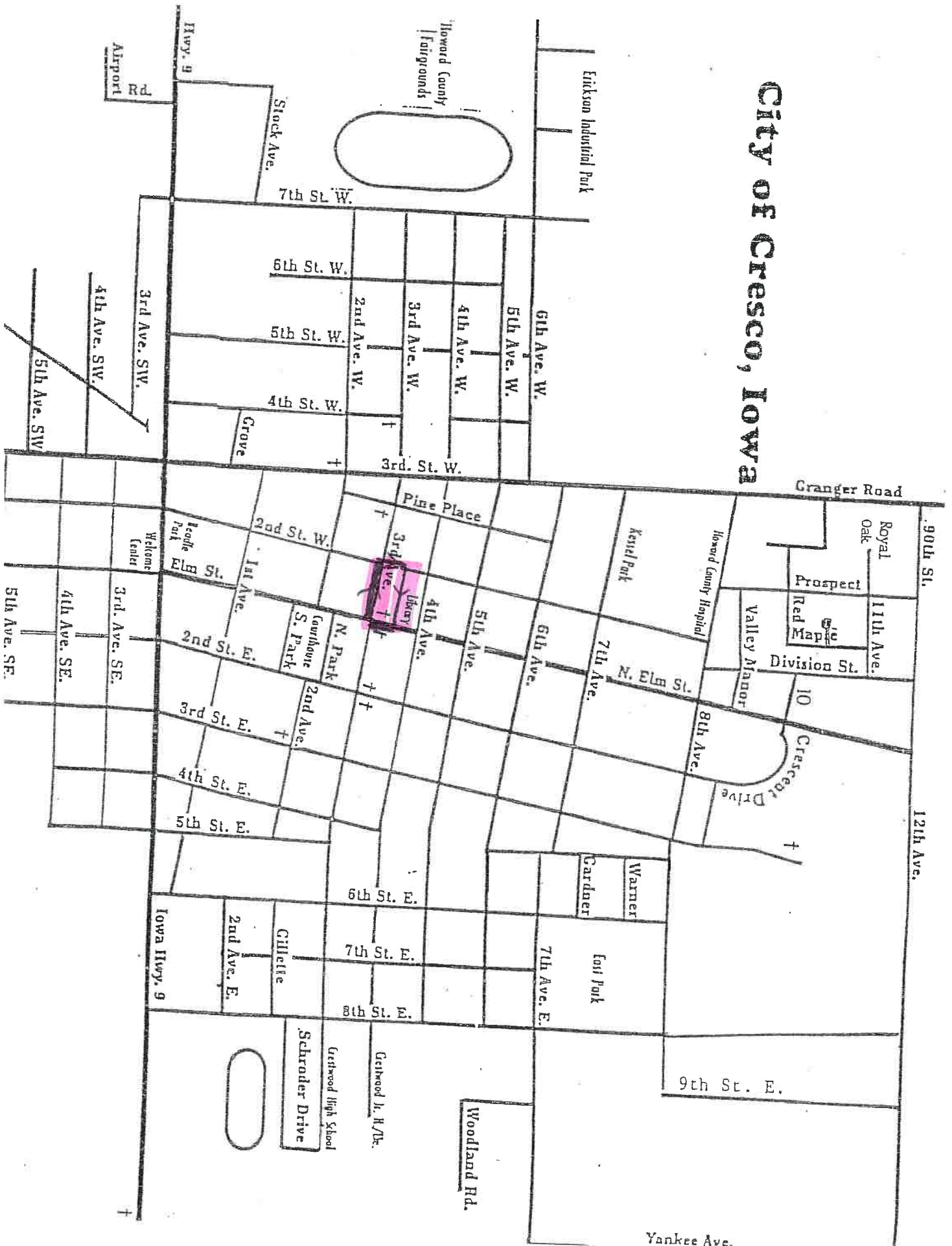
1. "Parade" Defined. "Parade" means any march or procession of persons or vehicles organized for marching or moving on the streets in an organized fashion or manner or any march or procession of persons or vehicles represented or advertised to the public as a parade.
2. Permit Required. No parade shall be conducted without first obtaining a written permit from the City Council. Such permit shall state the time and date for the parade to be held and the streets or general route therefor. Such written permit granted to the person organizing or sponsoring the parade shall be permission for all participants therein to parade when such participants have been invited by the permittee to participate therein. No fee shall be required for such permit. Permit forms are available at City Hall.
3. Parade Not a Street Obstruction. Any parade for which a permit has been issued as herein required, and the persons lawfully participating therein, shall not be deemed an obstruction of the streets notwithstanding the provisions of any other ordinance to the contrary.
4. Control by Police and Firefighters. Persons participating in any parade shall at all times be subject to the lawful orders and directions in the performance of their duties of law enforcement personnel and members of the Fire Department.

City Council
Date Approved: _____

Signature: _____

CC: Ambulance _____, Police Dept. _____, Fire Dept. _____, Street Dept. _____

CITY OF CRESCO, IOWA





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS			
Fat T's Cafe LLC	Fat T's Cafe LLC	(563) 422-7576			
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP	
128 North Elm Street		Cresco	Howard	52136	
MAILING ADDRESS	CITY	STATE	ZIP		
128 North Elm Street	Cresco	Iowa	52136		

Contact Person

NAME	PHONE	EMAIL
Troy B Cleveland	(563) 422-7624	cathycleveland68@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0096925	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 1, 2024	Nov 30, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Troy Cleveland	Cresco	Iowa	52136	Co- owner	50.00	Yes
Nathaniel Roethler	cresco	Iowa	52136	co owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Dec 1, 2024

POLICY EXPIRATION DATE

Dec 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

RESOLUTION NUMBER _____

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A FARM LEASE AGREEMENT

Council member _____ moved the adoption of the foregoing Resolution Authorizing the Mayor and City Clerk to enter into an AGREEMENT FOR RENTAL OF FARM LAND located at the Cresco Airport. Council member _____ 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 agreement dated _____, 2024, between the City of Cresco and _____ is approved and that the Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Cresco.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

BY: _____
Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill

FARM LEASE CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Cresco IA ("Landlord"), whose address for the purpose of this Lease is 130 N Park Place, Cresco IA 52136 and _____ ("Tenant"), whose address for the purpose of this Lease is _____.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Howard County, Iowa (the "Real Estate"): Approximately 69 crop acres, more or less, located in the Northwest Quarter (NW ¼) of Section Twenty-Seven (27), Township Ninety-Nine (99) North, Range Eleven (11), West of the 5th P.M. in Howard County, Iowa.

and containing 69 tillable acres, more or less, with possession by Tenant for a term of 3 years to commence on March 1, 2025, and end on December 1, 2027. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

a. Total annual cash rent of \$_____/acre (69 acres = \$_____) is payable as follows: 100% due on March 1, 2025, March 1, 2026, March 1, 2027. Overall acreage subject to change with written notification.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Payments from participation in these programs shall be divided 0% Landlord 100% Tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 0% Landlord 100% Tenant. Crop disaster payments shall be divided 0% Landlord 100% Tenant.

3. LANDLORD'S LIEN AND SECURITY INTEREST. As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the Real Estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant

as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as may be directed by the Landlord. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. The following materials, in the amounts required by good husbandry, shall be acquired by Tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100
(9) Grain Storage Expense	0	100
(10) Other		

Phosphate and potash on oats or beans shall be allocated ___% the first year and ___% the second year, and on all other crops allocated ___% the first year and ___% the second year. Lime and trace minerals shall be allocated over ___ years. If this Lease is not renewed, and Tenant does not therefore receive the full allocated benefits, Tenant shall be reimbursed by Landlord to the extent Tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.

Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the Real Estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. DELIVERY OF GRAIN. If this lease is a crop share lease, Tenant, without cost to Landlord, shall deliver Landlord's grain pursuant to request, at reasonable times, to the elevator at N/A or elsewhere at no further distant point.

7. LANDLORD'S STORAGE SPACE. If this lease is a crop share lease, Landlord reserves N/A% of all crib and granary space for storage of the rent share crops.

8. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicators licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

In the absence of selection of an alternative where choices are provided in this paragraph 8b, the choice of the word "may" shall be presumed unless that presumption is contrary to applicable environmental laws and regulations.

9. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

10. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$ 500.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

13. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

14. NEW IMPROVEMENTS. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

16. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

17. NO AGENCY. Tenant is not an agent of the Landlord.

18. TELEVISION AND RADIO. Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

19. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

20. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

21. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

22. CONSTRUCTION. Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. NOTICES. The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

24. ASSIGNMENT. Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

25. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

26. ADDITIONAL PROVISIONS.

This lease shall be a 3-year lease commencing March 1, 2025 and ending December 1, 2027.

If Tenant fails to make any rent payment when due, Tenant specifically understands and agrees that Tenant shall not be entitled to enter upon the premises to plant or harvest any crop or for any other reason, and this lease shall be considered terminated immediately and without further notice and Landlord shall be entitled to possession and title in any growing or unharvested crop in addition to any other remedies available to Landlord at law or in equity.

Tenant is aware of and will comply with the Airport Height Restrictions contained in the Code of Ordinances of the City of Cresco and any state, federal or local regulation restricting the height of any plant, structure or object on the Real Estate. Specifically, Tenant is aware that no crops greater than 4 feet tall may be planted within the first 100 feet from each side of the runway, and only beans, oats, hay or small grains may be grown on the leased premises. Tenant shall not spread manure upon the Real Estate nor contract with any individual or entity to spread manure upon the Real Estate without further written consent from Landlord.

Tenant shall not leave any machinery or object on the Real Estate which would violate any height restriction or in any way constitute a threat to the safety of persons and/or aircraft using the Cresco Municipal Airport or to persons working on the runway.

Tenant must maintain the soil pH and fertility.

Dated: _____

TENANT:

By: _____

By: _____

LANDLORD:

By: _____
Alexander Fortune, Mayor

By: _____
Nicole Hill, City Clerk

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:

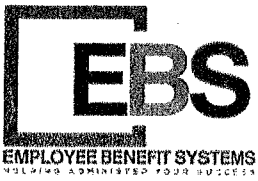
Ayes: _____
Nays: _____
Absent: _____

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 4TH DAY OF NOVEMBER, 2024.

BY: _____
Mayor Alexander Fortune

ATTEST: _____
City Clerk Nicole Hill



Group Renewal Information

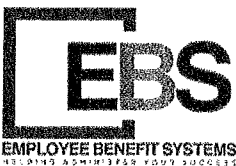
Plan Year: 01/01/2025-12/31/2025

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: Niki Hill 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 ID Cards (additional fees apply)
 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:	\$ 5905	\$ 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 copay 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: 01/01/2025-12/31/2025

Administrative Fees		
Service	Current Fees (PEPM)	Renewal Fees (PEPM)
Partial Self-Funding Administration (Paper EOBs)	\$8.16 or \$85 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	
ID cards	No \$1.65 per card	

*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.

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, 2025 (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
--------------------	-------	------

EBS Signature	Title	Date
---------------	-------	------



ADDENDUM (A)
FEE SCHEDULE EFFECTIVE JANUARY 1, 2025
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, 2025 (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, 2025, 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, Iowa, 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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