

City of Monticello, Iowa

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Monticello City Council Meeting March 3, 2025 at 6:00 p.m.
Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Wayne Peach	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Josh Brenneman	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Scott Brighton	Police Chief:	Britt Smith
At Large:	Jake Ellwood	Library Director:	Faith Brehm
At Large:	Dave Goedken	Public Works Dir.:	Nick Kahler
At Large:	Candy Langerman	Water/Wastewater Sup.:	Jim Tjaden
At Large:	Mary Phelan	Park & Rec Director:	Jacob Oswald
		Ambulance Director:	Lori Lynch
		City Engineer:	Patrick Schwickerath

- **Call to Order – 6:00 P.M.**
- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

Consent Agenda (These are routine items and will be enacted by one motion without separate discussion unless someone requests an item removed to be considered separately.)

Approval of Council Mtg. Minutes	February	17, 2025
Approval of Payroll	February	20, 2025
Approval of Bill List		
Approval of December 2024 & January 2025 Treasurer reports		
Approval of Appointment of Kara Burrack to the Library Board to replace Lisa Stevens		

Public Hearings:

1. **Public Hearing** on proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Airport Pavement Maintenance Project
2. **Resolution** Approving the proposed Plans, Specifications, form of contract and estimate for the Monticello Regional Airport for the Airport Pavement Maintenance Project

Resolutions:

3. **Resolution** approving a Subdivision Plat for Parcel 2025-19 at 20502 Shover Drive (Michael and Emily Kraus)
4. **Resolution** to acknowledge the hiring of a Monticello Library seasonal employee and setting wage
5. **Resolution** Scheduling Public Hearing on City of Monticello Fiscal Year 2024/2025 budget amendments for April 7, 2025 at 6:00 p.m.
6. **Resolution** Approving bid related to Sanitary Sewer Repairs on East Burroughs Street between South Sycamore
7. **Resolution** authorizing the purchase of City Software with Civic Systems LLC

Consideration and Possible Motions:

8. **Consideration and Possible Motion** regarding Land Grant tabled on February 24 Council meeting and setting up a work session

Reports / Potential Actions:

9. Mayor
10. City Engineer
11. City Administrator
12. Water/Wastewater Superintendent
13. Park and Recreation Director
14. Library Director
15. Ambulance Director
16. City Clerk
17. Public Works Director
18. Police Chief

Work Sessions:

19. Work Session – Budget Fiscal Year 2026
 - a. Water
 - b. Sewer
 - c. Sanitation
 - d. Road Use (Public Works)

Adjournment: Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

Monticello City Council meetings are recorded, by attending and choosing to participate you give your consent to be recorded. If you prefer not to be recorded, you may submit comments in writing.

The meeting will continue to be broadcast on Mediacom (Local Access Channel) and will be accessible via Zoom via the following link.

City of Monticello is inviting you to a scheduled Zoom meeting.

Topic: March 3, 2025 Council Meeting
Time: Mar 3, 2025 06:00 PM Central Time (US and Canada)
Join Zoom Meeting
<https://us02web.zoom.us/j/81674432268>

Meeting ID: 816 7443 2268

One tap mobile
+13017158592,,81674432268# US (Washington DC)
+13052241968,,81674432268# US

Dial by your location

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US

Meeting ID: 816 7443 2268

Find your local number: <https://us02web.zoom.us/j/81674432268>

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Regular Council Meeting
February 17, 2025, 6:00 P.M.
Community Media Center

Mayor Wayne Peach called the meeting to order. Council present were: Josh Brenneman, Scott Brighton, Dave Goedken, Candy Langerman, Mary Phelan and Jake Ellwood. Also present were City Administrator Russell Farnum, City Clerk Sally Hinrichsen, Park & Rec Director Jacob Oswald, Water/Wastewater Supt. Jim Tjaden, Library Director Faith Brehm and Police Chief Britt Smith. The public was invited to attend the meeting in person, or to participate in the meeting electronically via “Zoom Meetings” or “Facebook” and were encouraged to communicate from the chat or message.

Brenneman moved to approve the agenda. Brighton seconded, roll call was unanimous.

Mary Melchert, 1 Spring Farm Lane, stated she is a co-founder, along with Keith Stamp, of the Jones County Migrant Inclusion Group. This group started a healthcare clinic in the Monticello Community Building on February 13, 2024. She stated many people have helped in various ways to get the Migrant Inclusion Group Center open and providing assistance and information.

Langerman moved to approve the consent agenda; Brighton seconded. Roll call was unanimous.

Mayor opened Public Hearing on proposed Development Agreement with Kwik Trip, Inc. No public comments were received. Mayor closed the hearing. Brighton moved to approve Resolution #2025-18 Approving Development Agreement between City of Monticello and Kwik Trip, Inc. Related to the Development of Kwik Star Convenience Store, Gas Station and Truck Stop. Brenneman seconded. Goedken stated he was not in favor of the land grants and would not vote to approve resolution. Phelan advised that she understood the other properties in the area were given the land grants with their agreements and Farnum advised that they did. Roll call was unanimous, except Goedken who voted nay.

Mayor opened Public Hearing on proposed designation of Amended Monticello Urban Renewal Plan, to include Kwik Trip, Inc. Project. No public comments were received. Mayor closed the hearing. Goedken moved to approve Resolution #2025-19 Approving Amendment to Urban Renewal Plan to include Development Agreement and Economic Incentives to Kwik Trip, Inc. Brenneman seconded. Roll call was unanimous.

Langerman moved to approve Resolution #2025-20 Approving Plat of Re-subdivision of Lot 1 of Welter’s First Addition in the City of Monticello, Ellwood seconded, roll call was unanimous.

Langerman moved to approve Resolution #2025-21 Approving Kwik Star Site Plan. Phelan seconded, roll call was unanimous. Ellwood advised that the Council will be looking into the traffic flow in the area. The Council will be holding a work session to look into options. Farnum advised that he contacted City Engineer to see when available to come to a work session to discuss the options. Farnum also stated that Kwik Star has agreed to paint the lane striping along their property, as the street striping was never painted.

Regular Council Meeting
February 17, 2025

Goedken moved to approve Resolution #2025-22 Approving the Sign Plan for Kwik Star's site located at the south east corner of South Main Street and Welter Drive. Ellwood seconded, roll call was unanimous.

Brighton moved to approve Resolution #2025-23 Setting Time and Place for a Public Hearing for the Purpose of Considering the Consolidated General Fund Tax Levy for the City's Fiscal Year 2025-2026 Budget. Phelan seconded, roll call was unanimous. Hearing will be held on April 7, 2025 at 5:30 PM.

Phelan moved to approve Resolution #2025-24 Approving Pay Request #9 to Bill Bruce Builders, Inc., Re: Wastewater Treatment Plant Improvement Project in the amount of \$245,549.44. Brenneman seconded, roll call was unanimous.

Langerman moved to approve Resolution #2025-25 Scheduling a public hearing for March 3, 2025, at 6:00 PM on the Plans, Specifications, Form of Contract and Estimate of Cost for the Airport Pavement Maintenance Project. Goedken seconded, roll call was unanimous.

Goedken would like to stop giving land grants to future developers and increase the rebate amounts given to the developer. Their rebates are based on the taxes they pay, not someone else in the TIF area. Brighton questioned if removing the option of land grant would hinder future developments. Farnum stated there is usually a dollar amount. If it comes from land grants or rebates, would be a City policy. Brighton felt the grants are a great tool but would like to push to use rebates first. Brighton also felt if this is the City's new policy, then the land owners need to be educated. Ellwood moved to end using land grants as automatic but to leave as a tool. Motion died due to a lack of a second. Brighton moved to table action on the proposed resolution, to have it re-drafted with the proposed wording, Phelan seconded, roll call was unanimous.

Brenneman moved to approve Ordinance #776 amending the Monticello Code of Ordinances, by amending Chapter 165 "ZONING REGULATIONS" and amending the Official Zoning Map, second reading in title only. Goedken seconded. Roll call was unanimous. Brighton moved that the statutory rule requiring said ordinance be considered and voted on for passage at two prior Council meetings prior to the meeting at which it is to be finally passed be suspended with respect to Ordinance amending the Monticello Code of Ordinances, by amending Chapter 165 "ZONING REGULATIONS" and amending the Official Zoning Map, be regarded as having been considered and voted on at two prior council meetings; moved said Ordinance, third and final reading in title only. Ellwood seconded, roll call unanimous.

Farnum updated Council on several upcoming meetings and projects.

Oswald stated staff is working on scheduling programs and looking into fee schedule updates.

Brehm reported on several activities happening at the Library for the rest of this month.

Regular Council Meeting
February 17, 2025

Work session on Fiscal Year 2025-2026 budget was held. The consensus of the Council was to adjust a few line items, which will be done prior to the next budget work session. No action was taken

Goedken moved to adjourn the meeting at 6:58 P.M.

Wayne Peach, Mayor

Sally Hinrichsen, City Clerk/Treasurer

PAYROLL - FEBRUARY 20, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	February 3 - 16, 2025				
Christian Bell	\$ 535.60	\$ -	0.00	0.00	\$ 461.36
Jamie Coleman	2,383.92	166.32	0.00	2.63	1,892.20
Jordan Fullerton	1,770.62	155.93	0.00	0.00	1,446.57
Mason Hanson	505.89	-	0.00	0.00	417.16
Brett Herman	1,633.60	-	0.00	0.00	1,261.05
Austin Koch	527.72	-	0.00	0.00	353.31
Lori Lynch	3,351.54	-	0.00	0.00	2,264.22
Coletta Matson	2,217.60	-	0.00	40.50	1,496.78
Chloe Mogensen	200.97	-	0.00	0.00	93.12
Sky Monty	1,633.60	-	0.00	0.00	1,251.05
Hunter Schmidt	332.64	-	0.00	0.00	286.54
Shirlee Scott	2,658.64	521.04	0.00	0.00	1,986.89
Reggie Welter	872.00	-	0.00	0.00	712.92
TOTAL AMBULANCE	\$ 18,624.34	\$ 843.29	0.00	43.13	\$ 13,923.17
CEMETERY	February 3 - 16, 2025				
Dan McDonald	\$ 526.60	\$ -	0.00	0.00	\$ 372.05
TOTAL CEMETERY	\$ 526.60	\$ -	0.00	0.00	\$ 372.05
CITY HALL	February 3 - 16, 2025				
Cheryl Clark	\$ 2,288.00	\$ -	0.00	17.25	\$ 1,610.47
Russ Farnum	3,961.54	-	0.00	0.00	2,637.49
Sally Hinrichsen	3,192.54	-	0.00	0.00	1,980.62
Nanci Tuel	2,176.80	-	0.00	0.00	1,615.58
TOTAL CITY HALL	\$ 11,618.88	\$ -	0.00	17.25	\$ 7,844.16
COUNCIL / MAYOR					
Josh Brenneman	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Scott Brighton	300.00	-	0.00	0.00	276.78
Jake Ellwood	300.00	-	0.00	0.00	277.05
Dave Goedken	300.00	-	0.00	0.00	276.78
Candy Langerman	300.00	-	0.00	0.00	277.05
Wayne Peach	500.00	-	0.00	0.00	421.75
Mary Phelan	300.00	-	0.00	0.00	277.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$ 2,083.24
LIBRARY	February 3 - 16, 2025				
Faith Brehm	\$ 1,764.00	\$ -	0.00	0.00	\$ 1,352.85
Molli Hunter	1,305.60	-	0.00	0.00	1,055.68
Penny Schmit	1,569.60	-	0.00	0.00	1,128.24
TOTAL LIBRARY	\$ 4,639.20	\$ -	0.00	0.00	\$ 3,536.77
MBC	February 3 - 16, 2025				
Kara Burrack	\$ 800.00	\$ -	0.00	0.00	\$ 688.48
Grace Dupuy	1,688.00	-	0.00	0.00	1,298.70
Jacob Oswald	2,533.92	-	0.00	0.00	1,957.79
TOTAL MBC	\$ 5,021.92	\$ -	0.00	0.00	\$ 3,944.97
POLICE	February 3 - 16, 2025				

PAYROLL - FEBRUARY 20, 2025

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Dawn Graver	\$ 2,945.61	\$ -	0.00	0.00	\$ 2,192.74
Erik Honda	3,240.48	-	0.00	6.00	2,464.96
Jordan Koos	3,240.48	-	0.00	36.00	2,219.32
Cole Millard	2,671.20	-	0.00	0.00	1,800.80
Keanan Shannon	2,993.76	-	0.00	21.00	2,225.85
Britt Smith	3,581.31	-	0.00	0.00	2,678.64
Madonna Staner	1,839.20	-	0.00	0.00	1,376.43
Brian Tate	3,396.12	-	0.00	0.00	2,558.76
TOTAL POLICE	\$ 23,908.16	\$ -	0.00	63.00	\$ 17,517.50
ROAD USE	February 3 - 16, 2025				
Zeb Bowser	\$ 2,463.54	\$ 397.14	9.00	28.25	\$ 1,945.57
Jacob Gravel	2,238.87	232.47	8.25	18.75	1,677.70
Nick Kahler	2,578.35	-	0.00	0.00	1,881.06
Jasper Scott	2,618.52	552.12	0.00	0.63	2,024.12
TOTAL ROAD USE	\$ 9,899.28	\$ 1,181.73	17.25	47.63	\$ 7,528.45
SEWER	February 1 - 14, 2025				
Jim Tjaden	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,165.14
TOTAL SEWER	\$ 2,928.12	\$ -	0.00	0.00	\$ 2,165.14
WATER	February 1 - 14, 2025				
Scott Hagen	\$ 2,206.40	\$ -	0.00	69.75	\$ 1,764.03
Josh Willms	2,126.40	-	0.00	67.50	1,441.33
TOTAL WATER	\$ 4,332.80	\$ -	0.00	137.25	\$ 3,205.36
TOTAL - ALL DEPTS.	\$ 83,799.30	\$ 2,025.02	17.25	308.26	\$ 62,120.81

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
INT'L ASSN OF CHIEFS OF POLICE	PD MEMBERSHIP DUES - SMITH		220.00		
IOWA DEPT OF PUBLIC SAFETY	PD IOWA SYSTEM		300.00		
JOHN DEERE FINANCIAL	PD SUPPLIES		73.52		
LYNCH DALLAS, P.C.	PD ATTORNEY FEES		310.00		
TAC 10, INC.	PD TAC10 MAINTENANCE		10,901.00		
WELTER STORAGE EQUIP CO., INC.	PD STORAGE CABINETS		1,275.00		

	110 POLICE DEPARTMENT TOTAL		13,079.52		
STREETS					
HENNICK TREE SERVICE LLC	RU ROADWAY/STREETS CONST		6,000.00		

	210 STREETS TOTAL		6,000.00		
STREET LIGHTS					
ALLIANT ENERGY-IES	WELTER DRIVE STREETLIGHTS		176.03		

	230 STREET LIGHTS TOTAL		176.03		
CEMETERY					
BRIAN CROWLEY	CEMETERY EQUIP REPAIR/MAINT		212.00		

	450 CEMETERY TOTAL		212.00		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES		660.00		

	641 ATTORNEY TOTAL		660.00		
CITY HALL/GENERAL BLDGS					
FP MAILING SOLUTIONS	CH CONTRACTS		46.00		
MIDWEST ALARM SERVICES	CH FIRE ALARM INSTALLATION		1,424.58		

	650 CITY HALL/GENERAL BLDGS TOTAL		1,470.58		

	001 GENERAL TOTAL		21,598.13		
MONTICELLO BERNDES CENTER					
PARKS					
FAREWAY STORES #840-1	MBC EQUIP REPAIR/MAINT		17.98		
CARTER JOSEPH HOLUB	MBC REFEREE PAY		40.00		
IOWA PARK & RECREATION ASSN	MBC CONFERENCE 2025 - OSWALD		825.00		
JOHN DEERE FINANCIAL	MBC OFFICE SUPPLIES		7.98		
QUINN THOMAS	MBC REFEREE PAY		90.00		

	430 PARKS TOTAL		980.96		

	005 MONTICELLO BERNDES CENTER TOTAL		980.96		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
FIRE					
FIRE					
JOHN DEERE FINANCIAL	FIRE SUPPLIES	39.99			
MATTHEW DIRKS	FIRE EQUIP REPAIR/MAINT	181.25			

	150 FIRE TOTAL		221.24		

	015 FIRE TOTAL		221.24		
AMBULANCE					
AMBULANCE					
IOWA DEPT OF HUMAN SERVICES	AMB REFUND	1,237.56			
JOHN DEERE FINANCIAL	AMB BUILDING SUPPLIES	27.76			
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES	2,978.55			
UNITY POINT HEALTH	AMB PHARMACY SUPPLIES	876.89			

	160 AMBULANCE TOTAL		5,120.76		

	016 AMBULANCE TOTAL		5,120.76		
LIBRARY IMPROVEMENT					
LIBRARY					
FAREWAY STORES #840-1	LIB IMP PROGRAMS/PROMOTIONS	41.31			

	410 LIBRARY TOTAL		41.31		

	030 LIBRARY IMPROVEMENT TOTAL		41.31		
LIBRARY					
LIBRARY					
ZACHARY LONG	LIB BLDG REPAIR/MAINT	40.00			
SYSTEMS TECHNOLOGY GROUP INC	LIB DATA PROCESSING	495.00			

	410 LIBRARY TOTAL		535.00		

	041 LIBRARY TOTAL		535.00		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG	710.34			
MONTICELLO AVIATION INC	AIRPORT MANAGER	2,500.00			
THREE RIVERS FARM SERVICE CO	AIRPORT-ROWLAND/KRAUS PROPERTY	35.00			

	280 AIRPORT TOTAL		3,245.34		

	046 AIRPORT TOTAL		3,245.34		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ROAD USE					
STREETS					
ASCENDANCE TRUCKS LLC	RU EQUIP REPAIR/MAINT		407.22		
BARD MATERIALS	RU STREET MAINTENANCE SUPPLIES		480.00		
BRIAN CROWLEY	RU EQUIP REPAIR/MAINT		312.00		
DAKOTA SUPPLY GROUP INC	RU EQUIP REPAIR/MAINT		221.79		
JOHN DEERE FINANCIAL	RU BLDG REPAIR/MAINT		567.41		
KROMMINGA MOTORS INC	RU EQUIP REPAIR/MAINT		155.90		
LAPORTE MOTOR SUPPLY	RU EQUIP REPAIR/MAINT		42.57		
LAWSON PRODUCTS INC	RU SUPPLIES		505.08		
MIDWEST WHEEL COMPANIES	RU EQUIP REPAIR/MAINT		413.56		
MATTHEW DIRKS	RU EQUIP REPAIR/MAINT		83.88		
SADLER POWER TRAIN INC	RU EQUIP REPAIR/MAINT		55.14		
WELTER STORAGE EQUIP CO., INC.	RU SUPPLIES		6.60		
	210 STREETS TOTAL		3,251.15		
SNOW REMOVAL					
ACCENT CONSTRUCTION	RU SNOW REMOVAL		840.00		
ALL SEASON'S TRUCKING INC	RU SNOW REMOVAL		6,586.84		
JERRY MCELMEEL	RU SNOW REMOVAL		765.00		
	250 SNOW REMOVAL TOTAL		8,191.84		
	110 ROAD USE TOTAL		11,442.99		
CAPITAL IMPROVEMENT					
CAPITAL PROJECTS					
HDR ENGINEERING INC	AIRPORT RUNWAY MAINTENANCE		23,030.00		
	750 CAPITAL PROJECTS TOTAL		23,030.00		
	332 CAPITAL IMPROVEMENT TOTAL		23,030.00		
TRUST/IOMA MARY BAKER					
LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS		137.07		
	410 LIBRARY TOTAL		137.07		
	503 TRUST/IOMA MARY BAKER TOTAL		137.07		
WATER					
WATER					
HAWKINS WATER TREATMENT	WATER SYSTEM		144.00		
JOHN DEERE FINANCIAL	WATER SUPPLIES		113.95		
	810 WATER TOTAL		257.95		

CLAIMS REPORT

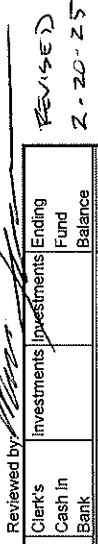
VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	600 WATER TOTAL		257.95		
CUSTOMER DEPOSITS WATER CITY OF MONTICELLO	GANSEN/ABBY		250.00		
	810 WATER TOTAL		250.00		
	602 CUSTOMER DEPOSITS TOTAL		250.00		
SEWER SEWER MH LOGISTICS CORP FAREWAY STORES #840-1 JOHN DEERE FINANCIAL ROTO-ROOTER	SEWER CAPITAL EQUIPMENT SEWER LAB SUPPLIES SEWER SUPPLIES SEWER SYSTEM		2,087.67 39.90 28.96 1,210.00		
	815 SEWER TOTAL		3,366.53		
	610 SEWER TOTAL		3,366.53		
SANITATION SANITATION BRIAN CROWLEY REPUBLIC SERVICES	SAN EQUIP REPAIR/MAINT RESIDENTIAL GARBAGE		247.00 25,829.82		
	840 SANITATION TOTAL		26,076.82		
	670 SANITATION TOTAL		26,076.82		
YARD WASTE SITE SANITATION BRIAN CROWLEY	YARD WASTE EQUIP REPAIR/MAINT		494.00		
	840 SANITATION TOTAL		494.00		
	675 YARD WASTE SITE TOTAL		494.00		
	Accounts Payable Total		96,798.10		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND NAME		AMOUNT
001	GENERAL	21,598.13
005	MONTICELLO BERNDES CENTER	980.96
015	FIRE	221.24
016	AMBULANCE	5,120.76
030	LIBRARY IMPROVEMENT	41.31
041	LIBRARY	535.00
046	AIRPORT	3,245.34
110	ROAD USE	11,442.99
332	CAPITAL IMPROVEMENT	23,030.00
503	TRUST/IOMA MARY BAKER	137.07
600	WATER	257.95
602	CUSTOMER DEPOSITS	250.00
610	SEWER	3,366.53
670	SANITATION	26,076.82
675	YARD WASTE SITE	494.00

	TOTAL FUNDS	96,798.10

City of Monticello - Monthly Summary - December 1st thru 31st, 2024

Reviewed by:  **REVISED**
Z. Z. Z. Z. Z.

Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments Bank	Investments	Ending Fund Balance	
General	1075341.12	95375.13	8954.34	115174.26	37116.87	1027379.66	750.00	498787.66	527842.00	15764.03			1027379.66	
Soldiers Memorial Board	15319.18	600.00		155.15		15764.03							15764.03	
Monticello Bernice Center	119774.74	3044.89	506.32	12011.88		111314.07	100.00	108903.38	2310.69				111314.07	
Recreation Set-a-Side	10220.44		43.22			10263.66		10263.66					10263.66	
Youth/Adult Tournament Ckg	0.00					0.00							0.00	
Dare	7526.88		19.83			7546.71		7546.71					7546.71	
Canine	6008.66		25.77			6034.43		629.69	5404.74				6034.43	
Insurance Fund	72134.31		308.19	142.53		72299.97		26443.12	45856.85				72299.97	
Tournament Fund	25902.11		109.55			26011.66		26011.66					26011.66	
Monticello Trees Forever	26893.51		113.74			26139.25		26139.25					26139.25	
Fire	254995.91	8462.98	1091.78	888.00		-3960.53		-199945.07	195984.54				304204.01	
Ambulance Operating	310725.89	9085.31	1327.92	24166.67		304204.01		101803.46	202400.55				304204.01	
Hotel/Motel Tax Fund	25389.90	5163.39	107.38			30660.67		30660.67					30660.67	
Earl F Lehmann Trust	238.91		0.06			238.97			238.97				238.97	
Street Bond	500.00					500.00		500.00					500.00	
Police Improvement	5514.94	264.00	13.32			5792.26		5792.26					5792.26	
Library Improvement	53144.71	1144.04	227.18	635.10		53880.83		18340.38	35540.45				53880.83	
Library	74491.24	176.40	315.36	12950.00		71077.70	200.00	53905.77	16971.93				71077.70	
Equipment Set-A-Side	88484.14		398.57			88892.71		25391.14	63501.57				88892.71	
Super Mac	15588.18		66.29	1824.18		13830.29		8364.87	5465.42				13830.29	
Airport	87172.07	5431.75	370.07	4775.46		88198.43		67850.20	20348.23				88198.43	
Revolving Loan Fund	47545.26		201.60			47746.86		17417.88	30328.98				47746.86	
Road Use Tax	146846.46	46573.59		47406.25		146013.80		30678.23	115335.57				146013.80	
Road Use Tax Set-A-Side	102352.78		434.41			102787.19		80338.36	22448.83				102787.19	
Employee Benefits	503378.86	18206.21		41251.54		480333.53		242063.57	238269.96				480333.53	
TIF Tax Collections	594682.87	22991.21		289581.00		330787.40	180.00	88124.40	242663.00				330787.40	
Slavka Gehret Trust	43906.48		188.58			44095.07		1389.77	42705.30				44095.07	
Police Forfeiture Acct	4.95					4.95		4.95					4.95	
Debt Service	385987.73	11407.64	1643.48	238.00	670.00	398606.85		237107.94	161498.91				398606.85	
TIF - Debt Payments	0.00			180.00		0.00							0.00	
Park Improvements	131149.20	12702.00	559.63	15806.18		128604.65		55575.34	73029.31				128604.65	
Library Capital Improvements	15626.10		66.09			15692.19		15692.19					15692.19	
Ambulance Improvements	210273.94	462.76	901.60			211638.30		30648.84	180989.46				211638.30	
TIF Projects	416559.39			10191.38		406368.01		406368.01					406368.01	
Cemetery Improvements	49669.30		623.65			50292.95		1128.25	49164.70				50292.95	
Capital Improvements	608101.00	928.00	6498.05			615527.05		-28585.40		644112.45			615527.05	
Low Income Housing	0.00					0.00							0.00	
Baty Disc Golf Course	10250.40		52.36	576.00		9726.76		-2510.77	12237.53				9726.76	
Mary Maxine Redmond Trust	7694.42		33.00			7727.42		783.81	6943.61				7727.42	
Pocket Park	12104.94		51.57			12156.51		6431.31	5725.20				12156.51	
Cemetery Perpetual Care	189814.92		405.37			190220.29		1161.00	189059.29				190220.29	
Charles S Bidwell Book Trust	85795.23		370.97	288.76		85897.44		-796.68	86694.12				85897.44	
John Mary Baker Trust	37732.83		159.82	50.34		37842.31		1300.31	37842.31				37842.31	
Water Operating	188845.28	38976.66	804.10	20124.57		208230.97		128713.74	79577.23				208230.97	
Customer Deposits	27480.16	1200.00		1300.00		27380.16		25607.60	1572.56				27380.16	
Water Capital Improvements	617363.63	5159.13	2803.09			625325.85		482296.68	111344.61		21684.56		625325.85	
Sewer Operating	2356693.09	100974.57	10074.86	26544.66		2441187.86	10.00	859163.76	158204.10				2441187.86	
Sewer Debt Service	193328.32		824.55	20441.79		173711.14		72357.77	101353.37				173711.14	
Sewer Capital Improvements	137759.66	5159.13	645.52	4046.00		139518.31		69825.50	69692.81				139518.31	
Sewer WWTF Facility Improv	0.00	1807166.32		1807166.32		0.00							0.00	
Sanitation	317485.25	56768.14	1359.79	44857.06		330756.12		79968.06	250788.06				330756.12	
Sanitation Capital Improvements	9560.34		40.39			9590.73		9590.73					9590.73	
Yard Waste Site	60071.56	3681.94	256.71	269.92		63740.29		24778.38	38961.91				63740.29	
Storm Water Fund	149485.14	6752.50	640.39	437.66		156422.87		36089.65	120333.22				156422.87	
Self Funded Insurance	0.00	147.61		147.61		0.00							0.00	
Flex Spending	3832.33	967.70		769.20		4020.83		4020.83					4020.83	
Enterprise Flex Spending	107.48					107.48		107.48					107.48	
	9937036.15	2269963.00	46532.79	37534.67	2794141.02	37634.67	9458190.92	1050.00	3804430.30	4970910.61	16003.00	66597.01	0.00	9458190.92

2.21.25

Reviewed by: 

Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Clerk's Cash In Bank	Cash In Bank	Investments	Investments	Ending Fund Balance
General	1027379.66	95225.89	8771.90		87697.07	37116.67	1006663.71	750.00	472809.41	533004.30		15733.03			1006663.71
Soldiers Memorial Board	15764.03	300.00			331.00		15733.03					15733.03			15733.03
Monticello Bemdes Center	111314.07	11793.64	415.03		14347.34		109175.40	100.00	106755.89	2319.51					109175.40
Recreation Set-a-Side	10263.66		39.22				10302.88		10302.88						10302.88
Youth/Adult Tournament Ckg		5550.00	0.33				5550.33					5550.33			5550.33
Dare	7546.71		18.84				7565.55		7565.55						7565.55
Canine	6034.43		23.05				6057.48		632.09	5425.39					6057.48
Insurance Fund	72299.97		276.31		4308.26		68268.02		22235.92	46032.10					68268.02
Tournament Fund	26111.07		99.41				26111.07		26111.07						26111.07
Monticello Trees Forever	26139.25		99.90				26239.15		26239.15						26239.15
Fire	-3960.53	12856.00	374.52		12118.80		-3046.81		-199405.87	196359.06					-3046.81
Ambulance Operating	304204.01	31667.79	1162.63	24166.67	50477.41		310723.69		107549.59	203174.10					310723.69
Hotel/Motel Tax Fund	30680.67	3194.79	116.18		300.00		33671.64		33671.64						33671.64
Earl F Lehmann Trust	238.97						238.97			238.97					238.97
Street Bond	500.00	250.00					750.00		750.00						750.00
Police Improvement	5792.26	7.00	12.13		75.00		5736.39		5736.39						5736.39
Library Improvement	53980.83	1569.17	205.92				55655.92		19979.64	35676.28					55655.92
Library	71077.70	240.93	270.88	12950.00	11685.75		72853.76	200.00	55916.97	17036.79					72853.76
Equipment Set-A-Side	88892.71		359.73				89252.44		25508.18	63744.26					89252.44
Super Mac	13630.29		52.84		1999.22		11883.91		6397.61	5486.30					11883.91
Airport	88198.43	5991.01	337.07		4638.94		89287.57		68861.58	20425.99					89287.57
Revolving Loan Fund	47746.86		182.47				47929.33		17484.44	30444.89					47929.33
Road Use Tax	146013.80	48122.09			4773.84		146362.05		31026.48	115335.57					146362.05
Road Use Tax Set-A-Side	102787.19		392.83				103180.02		80645.40	22534.62					103180.02
Employee Benefits	480333.53	6415.13			41897.46		444851.20		206581.24	238269.96					444851.20
TIF Tax Collections	330787.40	21076.73	1944.50		13825.75		339982.88		96665.28	243317.60					339982.88
Slavka Gehret Trust	44095.07		168.52				44263.59		1395.08	42868.51					44263.59
Police Fortifecture Acct	4.95						4.95		4.95						4.95
Debt Service	398606.65	4590.95	1482.26				405080.08		243005.09	162074.99					405080.08
TIF - Debt Payments	0.00						0.00								0.00
Park Improvements	128604.65	707.00	491.51		7610.39		122192.77		48684.35	73308.42					122192.77
Library Capital Improvements	15692.19		59.70				15751.89								15751.89
Ambulance Improvements	211638.30	200.00	808.85				212647.15		30965.97	181681.18					212647.15
TIF Projects	406369.01						406369.01		406369.01						406369.01
Cemetery Improvements	50292.95	80.00	557.91				50930.86		1216.98	49713.88					50930.86
Capital Improvements	615527.05						615527.05		-28585.40			644112.45			615527.05
Low Income Housing	0.00						0.00								0.00
Baty Disc Golf Course	9726.76		46.76				9773.52		-2510.77	12284.29					9773.52
Mary Maxine Redmond Trust	7727.42		29.52				7756.94		786.80	6970.14					7756.94
Pocket Park	12156.51		46.45				12202.96		6455.88	5747.08					12202.96
Cemetery Perpetual Care	190220.29	340.00	361.28				190921.57		1501.00	189420.57					190921.57
Charles S Bidwell Book Trust	85897.44		331.33				86228.77		-796.68	87025.45					86228.77
Iona Mary Baker Trust	37842.31		144.62				37986.93		1305.27	36681.66					37986.93
Water Operating	208290.97	36373.30	796.06		21542.64		223917.69		144036.33	79681.36					223917.69
Customer Deposits	27380.16	900.00			1475.00		26905.16		25232.60	1572.56					26905.16
Water Capital Improvements	625325.85	5187.83	2359.36				632873.04		498415.33	111773.15					632873.04
Sewer Operating	2441187.86	99741.76	9330.01		43615.21		2506644.42		918573.96	1588070.46					2506644.42
Sewer Debt Service	173711.14		663.90		27030.35		147344.69		45603.96	101740.73					147344.69
Sewer Capital Improvements	139518.31	5187.83	585.52				145291.66		75329.50	69962.16					145291.66
Sewer WWT Facility Improv	0.00	1941654.38			1941654.38		0.00								0.00
Sanitation	330756.12	55245.19	1157.62		48589.11		338569.82		86929.77	251640.05					338569.82
Sanitation Capital Improvements	9590.73		36.65				9627.38		9627.38						9627.38
Yard Waste	63740.29	3714.64	243.60		7779.99		59918.54		20807.73	39110.81					59918.54
Storm Water fund	156422.87	6899.21	597.83		482.00		163437.91		42644.79	120793.12					163437.91
Self Funded Insurance	0.00	4439.26			4439.26		0.00								0.00
Flex Spending	4020.83	957.70			764.72		4213.81		4213.81						4213.81
Enterprise Flex Spending	107.48						107.48		107.48						107.48
	9458190.92	2410081.22	35454.97	37116.67	2396458.89	37116.67	9507268.22	1050.00	3827991.59	4990907.29	2152.33	665797.01	0.00		9507268.22

City of Monticello
Cash On Hand By Bank
For January 31st, 2025

AWJ 2.21.25

Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
F & M Bank					
Checking #700502479	\$0.00		N/A		Interim Loan Acct
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.97	0.150	N/A		Earl F Lehmann Trust
Checking #394486	\$15,789.03		N/A		Soldier Memorial
Savings # 6467260	\$665,797.01		N/A		General Savings
Total by Bank	\$681,825.01				
Dutrac Credit Union					
Total by Bank	\$0.00				
Fidelity Bank & Trust					
Total by Bank	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$3,857,742.45		N/A		General Checking
Property Tax & Water #40001992	\$4,990,907.29		N/A		General Savings
Youth/Adult Tournamt Ckg #618231	\$5,550.33		N/A		Youth/Adult Tournamt
Total by Bank	\$8,854,200.07				
Total Cash on Hand- All Banks	\$9,536,025.08				
Plus Petty Cash	\$1,050.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$922.64				
Plus Outstanding Credit Card Pymt	\$30,729.50				
Less Outstanding Checks	\$9,507,268.22				
Treasurer's Balance					

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

- Riverside Gardeners, Inc
- Monticello Firefighters Organization, Inc
- Monticello Emergency Medical Team
- Friends of the Monticello Public Library
- Monticello Youth Baseball & Softball Assn

City of Monticello
Bank Reconciliation Report
For the Month of January 2025

Bank Balance	
General Checking	\$3,857,742.45
Property Tax & Water	\$4,990,907.29
Soldiers Memorial Ckg	\$15,789.03
Earl F Lehmann Trust	\$238.97
Youth/Adult Tournament Ckg	\$5,550.33
Citizen's Savings	\$665,797.01
Wastewater TMT Loan Acct	\$0.00
<hr/>	
Total Bank Balance	<u>\$9,536,025.08</u>
Plus (Minus) Adjustment:	
Bank Charge/Error	
<hr/>	
Total Adjustment	\$0.00
Plus Outstanding Credit Card Pymt:	
Credit Card Payments	<u>\$922.64</u>
<hr/>	
Total Outstanding Credit Card Pymts	\$922.64
Less Outstanding Checks:	
Financial/Payroll	\$30,673.50
Soldiers Memorial	\$56.00
Officiating	<u>\$0.00</u>
<hr/>	
Total Outstanding Checks	\$30,729.50
Plus Investments:	
Time Certificates	\$0.00
Petty Cash	<u>\$1,050.00</u>
<hr/>	
Total Investments	\$1,050.00
<hr/>	
Treasurer's Balance	<u><u>\$9,507,268.22</u></u>

Prepared By: Sally Hinrichsen 2-21-2025
Sally Hinrichsen, City Clerk Date

Reviewed by: Russell Farnum 2-21-2025
Russell Farnum, City Administrator Date

TREASURER'S REPORT
CALENDAR 1/2025, FISCAL 7/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
001 GENERAL	1,027,379.66	103,997.79	124,813.74	.00	1,006,563.71
003 SOLDIER MEMORIAL FUND	15,764.03	300.00	331.00	.00	15,733.03
005 MONTICELLO BERNDES CENT	111,314.07	12,208.67	14,347.34	.00	109,175.40
006 RECREATIONAL SET-A-SIDE	10,263.66	39.22	.00	.00	10,302.88
007 YOUTH/ADULT TOURNAMT CK	.00	5,550.33	.00	.00	5,550.33
008 DARE	7,546.71	18.84	.00	.00	7,565.55
009 POLICE CANINE UNIT	6,034.43	23.05	.00	.00	6,057.48
010 INSURANCE	72,299.97	276.31	4,308.26	.00	68,268.02
012 TOURNAMENT FUND-GEN CKG	26,011.66	99.41	.00	.00	26,111.07
013 SPECIAL EVENTS	.00	.00	.00	.00	.00
014 MONTICELLO TREES FOREVE	26,139.25	99.90	.00	.00	26,239.15
015 FIRE	3,960.53-	13,032.52	12,118.80	.00	3,046.81-
016 AMBULANCE	304,204.01	56,997.09	50,477.41	.00	310,723.69
018 HOTEL/MOTEL TAX	30,660.67	3,310.97	300.00	.00	33,671.64
022 EARL F LEHMANN TRUST	238.97	.00	.00	.00	238.97
023 TRUST FUND/STREET BOND	500.00	250.00	.00	.00	750.00
026 POLICE IMPROVEMENT	5,792.26	19.13	75.00	.00	5,736.39
030 LIBRARY IMPROVEMENT	53,880.83	1,775.09	.00	.00	55,655.92
041 LIBRARY	71,077.70	13,461.81	11,685.75	.00	72,853.76
042 SPORTS COMPLEX	.00	.00	.00	.00	.00
044 EQUIPMENT SET-A-SIDE	88,892.71	359.73	.00	.00	89,252.44
045 SUPER MAC FUND	13,830.29	52.84	1,999.22	.00	11,883.91
046 AIRPORT	88,198.43	5,728.08	4,638.94	.00	89,287.57
050 REVOLVING LOAN FUND	47,746.86	182.47	.00	.00	47,929.33
110 ROAD USE	146,013.80	48,122.09	47,773.84	.00	146,362.05
111 ROAD USE SETASIDE	102,787.19	392.83	.00	.00	103,180.02
112 EMPLOYEE BENEFITS	480,333.53	6,415.13	41,897.46	.00	444,851.20
125 TIF -SPECIAL REVENUE	330,787.40	23,021.23	13,825.75	.00	339,982.88
178 TRUST/SLAVKA GEHRET FUN	44,095.07	168.52	.00	.00	44,263.59
180 POLICE FORFEITURE	4.95	.00	.00	.00	4.95
200 DEBT SERVICE	398,606.85	6,473.23	.00	.00	405,080.08
225 TIF - DEBT	.00	.00	.00	.00	.00
300 ARPA CAPITAL FUND	.00	.00	.00	.00	.00
313 PARK IMPROVEMENT	128,604.65	1,198.51	7,610.39	.00	122,192.77
316 LTB CAPITAL IMPROVEMENT	15,692.19	59.70	.00	.00	15,751.89
319 AMBULANCE IMPROVEMENT	211,638.30	1,008.85	.00	.00	212,647.15
325 TIF PROJECT	406,368.01	.00	.00	.00	406,368.01
326 TRUST/CEMETERY IMPROVEM	50,292.95	637.91	.00	.00	50,930.86
328 FAMILY AQUATIC CENTER C	.00	.00	.00	.00	.00
332 CAPITAL IMPROVEMENT	615,527.05	.00	.00	.00	615,527.05
333 MYSBA CAPITAL FUND	.00	.00	.00	.00	.00
336 LOW INCOME HOUSING FUND	.00	.00	.00	.00	.00
337 MDC FUNDS	.00	.00	.00	.00	.00
338 BATY DISC GOLF COURSE	9,726.76	46.76	.00	.00	9,773.52
339 MARY MAXINE REDMOND TRU	7,727.42	29.52	.00	.00	7,756.94
375 POCKET PARK	12,156.51	46.45	.00	.00	12,202.96
500 TRUST/CEMETERY PERPETUA	190,220.29	701.28	.00	.00	190,921.57
502 C.C. BIDWELL LIBRARY BO	85,897.44	331.33	.00	.00	86,228.77
503 TRUST/IOMA MARY BAKER	37,842.31	144.62	.00	.00	37,986.93
600 WATER	208,290.97	37,169.36	21,542.64	.00	223,917.69
601 WATER BOND SINKING	.00	.00	.00	.00	.00
602 CUSTOMER DEPOSITS	27,380.16	900.00	1,475.00	.00	26,805.16
603 WATER IMPROVEMENT	.00	.00	.00	.00	.00

TREASURER'S REPORT
CALENDAR 1/2025, FISCAL 7/2025

ACCOUNT TITLE	LAST MONTH END BALANCE	RECEIVED	DISBURSED	CHANGE IN LIABILITY	ENDING BALANCE
604 WATER CAPITAL IMPROVEME	625,325.85	7,547.19	.00	.00	632,873.04
610 SEWER	2,441,187.86	109,071.77	43,615.21	.00	2,506,644.42
611 SEWER RESERVE	.00	.00	.00	.00	.00
612 SEWER DEBT SERVICE	173,711.14	663.90	27,030.35	.00	147,344.69
613 SEWER CAPITAL IMPROVEME	139,518.31	5,773.35	.00	.00	145,291.66
614 SEWER IMPROVEMENT	.00	.00	.00	.00	.00
616 SEWER WWT FACILITY IMPR	.00	1,941,654.38	1,941,654.38	.00	.00
670 SANITATION	330,756.12	56,402.81	48,589.11	.00	338,569.82
671 SANITATION CAPITAL IMPR	9,590.73	36.65	.00	.00	9,627.38
675 YARD WASTE SITE	63,740.29	3,958.24	7,779.99	.00	59,918.54
740 STORM WATER	156,422.87	7,497.04	482.00	.00	163,437.91
820 INTERNAL REV SELF FUNDE	.00	4,439.26	4,439.26	.00	.00
950 FLEX SPENDING FUND	4,020.83	957.70	764.72	.00	4,213.81
951 ENTERPRISE FLEX SPENDIN	107.48	.00	.00	.00	107.48
Report Total	9,458,190.92	2,482,652.86	2,433,575.56	.00	9,507,268.22

City Council Meeting
Prep. Date: 02/21/2025
Preparer: Russell Farnum



Agenda Item: # 1& 2
Agenda Date: 03/03/2025

Communication Page

Agenda Items Description: Public Hearing and Approval of Plans for Airport Pavement Maintenance project

Type of Action Requested: Public Hearing, Resolution

Attachments & Enclosures:
Resolution
Engineering Plans & Specifications
Engineering Estimate

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Summary: The Airport runway, aprons, and taxiways are in need of crack sealing and spot repairs, with a handful of broken slabs that need replacement. Repairs and maintenance now will extend the life of the runway, aprons and taxiways substantially.

This project is estimated to be around \$600,000 with the full Engineers' Estimate attached. With hopefully favorable bids, the project can be completed with both add-on bid alternates and under budget. If not, the scope will be adjusted to meet the funding constraints.

This project will be reimbursed at 90% by the FAA, with a 10% local match, using the Airports Non-Primary Entitlement funding and the Bipartisan Infrastructure Law (BIL) funding. The City's portion, funded by Airport operations, is \$60,000 (or less depending upon the bids and scope).

The Engineer is awaiting some coordination with the FAA regarding specifications before wrapping them up along with our Quality Control process.

Recommendation: It is recommended the City Council hold the public hearing, and moved that this hearing be adjourned to March 17, 2025, at 6:00 o'clock p.m., at the Community Media Center, Monticello, Iowa, at which time and place the City Council will meet to further consider such plans, specifications, form of contract and estimate of cost for the Monticello Airport Pavement Maintenance Project.

MINUTES OF MEETING TO CONSIDER
BIDS PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE
PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE AND
ADJOURN ACTION

Monticello, Iowa

March 3, 2025

The City Council of the City of Monticello, Iowa, met at 6:00 p.m., on March 3, 2025, at the Community Media Center, Monticello, Iowa, pursuant to adjournment and the rules of this Council. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present:

Absent: .

The Council further considered the proposed plans, specifications, form of contract and estimate of cost for the Monticello Airport Pavement Maintenance Project.

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to March 17, 2025, at 6:00 o'clock p.m., at the Community Media Center, Monticello, Iowa, at which time and place the City Council will meet to further consider such plans, specifications, form of contract and estimate of cost for the Monticello Airport Pavement Maintenance Project.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes:

Nays:

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

••••

On motion and vote, the meeting adjourned.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF JONES
CITY OF MONTICELLO

SS:

I, the undersigned, City Clerk of the City of Monticello, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Monticello Airport Pavement Maintenance Project.

WITNESS MY HAND this _____ day of _____, 2025.

Sally Hinrichsen, City Clerk/Treasurer



**FY25 Pavement Repair
Opinion of Probable Cost**
Monticello Regional Airport (MXO), Iowa

No.	Spec	Description	Unit	Quantity	Unit Cost	Total Cost
BASE BID (Runway, Ladder Taxiway , and Parallel Taxiway)						
1	40-05	Maintenance of Traffic	LS	1	\$20,100.00	\$20,100
2	C-105	Mobilization	LS	1	\$50,200.00	\$50,200
3	P-101-5.1	Concrete Pavement Removal	SY	319	\$25.00	\$8,000
4	P-101-5.2	Joint Repair	LF	82,790	\$3.50	\$289,800
5	P-101-5.2	Crack Repair	LF	3,520	\$4.00	\$14,100
6	P-101-5.4	Patching - PCC Partial-Depth	SF	114	\$50.00	\$5,700
7	P-101-5.5	Grinding	LF	160	\$2.00	\$300
8	IADOT 2301	Patching - PCC Full-Depth	SY	319	\$80.00	\$25,500
9	P-620-5.2b	Marking (Retro-Reflective)	SF	33,805	\$3.50	\$118,300
10	P-620-5.2b	Marking (Non-Retro-Reflective)	SF	13,295	\$3.00	\$39,900
Subtotal Base Bid						\$571,900
ADDITIVE BID ALTERNATIVE 1 (Main Apron)						
11	P-101-5.1	Concrete Pavement Removal	SY	76	\$25.00	\$1,900
12	P-101-5.2	Joint Repair	LF	26,890	\$3.50	\$94,100
13	P-101-5.2	Crack Repair	LF	205	\$4.00	\$800
14	P-101-5.4	Patching - PCC Partial-Depth	SF	41	\$50.00	\$2,100
15	P-101-5.5	Grinding	LF	335	\$2.00	\$700
16	IADOT 2301	Patching - PCC Full-Depth	SY	76	\$80.00	\$6,100
17	P-620-5.2b	Marking (Retro-Reflective)	SF	1,505	\$3.50	\$5,300
18	P-620-5.2b	Marking (Non-Retro-Reflective)	SF	2,205	\$3.00	\$6,600
Subtotal Bid Alternative 1						\$117,600
ADDITIVE BID ALTERNATIVE 2 (Hangar Access Taxilanes)						
19	P-101-5.1	Concrete Pavement Removal	SY	5	\$25.00	\$100
20	P-101-5.2	Joint Repair	LF	22,775	\$3.50	\$79,700
21	P-101-5.2	Crack Repair	LF	63	\$4.00	\$300
22	P-101-5.4	Patching - PCC Partial-Depth	SF	21	\$50.00	\$1,100
23	P-101-5.5	Grinding	LF	8	\$2.00	\$0
24	IADOT 2301	Patching - PCC Full-Depth	SY	5	\$80.00	\$400
25	P-620-5.2b	Marking (Retro-Reflective)	SF	0	\$3.50	\$0
26	P-620-5.2b	Marking (Non-Retro-Reflective)	SF	0	\$3.00	\$0
Subtotal Bid Alternative 3						\$81,600
Total Base Bid + Alternatives						\$771,100

City Council Meeting
Prep. Date: 02/20/2025
Preparer: Russell Farnum



Agenda Item: # 3
Agenda Date: 3/3/2025

Communication Page

Agenda Items Description: Resolution approving a Subdivision Plat for Parcel 2025-19 at 20502 Shover Drive (Michael and Emily Kraus)

Type of Action Requested: Resolution									
<p>Attachments & Enclosures: Resolution Plat (3 pages)</p>	<p>Fiscal Impact:</p> <table border="1" style="width: 100%;"> <tr> <td>Budget Line Item:</td> <td></td> </tr> <tr> <td>Budget Summary:</td> <td></td> </tr> <tr> <td>Expenditure:</td> <td></td> </tr> <tr> <td>Revenue:</td> <td></td> </tr> </table>	Budget Line Item:		Budget Summary:		Expenditure:		Revenue:	
Budget Line Item:									
Budget Summary:									
Expenditure:									
Revenue:									

Synopsis: Mike and Emily Kraus recently constructed a new home on a 29-acre parcel along Shover Drive, near Route 38 and the Airport. They wish to subdivide the house by separating a 2-acre lot from the adjacent field. The property is outside the City Limits but within the City’s 2-Mile extraterritorial jurisdiction.

Background: This plat would separate the home on this property from the agricultural cropland. The property is unincorporated and located adjacent to the City and on the east side of Highway 151, but within the City’s extraterritorial jurisdiction for subdivision reviews. A map of the location of the property is included with the plat.

Although the property is adjacent to the City, there are not any near-term plans to provide City services to this area and thus, no urgency to annex this area.

The proposed plat does create another lot in the rural area around Monticello. However, that will not have an impact upon the future development of the City. In addition, this lot is already improved with a home, which is just be separated off. There would be no new net impact on housing, traffic, or other issues that would normally be used to review a new subdivision.

Recommendation: The Planning and Zoning Board reviewed this plat at their regular meeting of February 25, 2025, and recommended approval by a vote of 5-0. Approval is recommended.

The City of Monticello, Iowa

RESOLUTION #

Approving Plat of Survey to Parcel 2025-19 for Property at 20502 Shover Drive

WHEREAS, The Plat of Survey to Parcel 2024-29 for property at 20502 Shover Drive has been presented to the City Council for approval, same being located within the two-mile jurisdiction of the City limits of the City of Monticello, and

WHEREAS, Mike and Emily Kraus recently constructed a new home on a 29-acre parcel along Shover Drive, near Route 38 and the Airport. The Plat was created to subdivide the house by separating a 2-acre lot from the adjacent field, and

WHEREAS, The City Planning and Zoning Board has reviewed the Plat of Survey and recommends that it be approved, and

WHEREAS, The City Council finds that the Plat of Survey for property at 20502 Shover Drive should be approved.

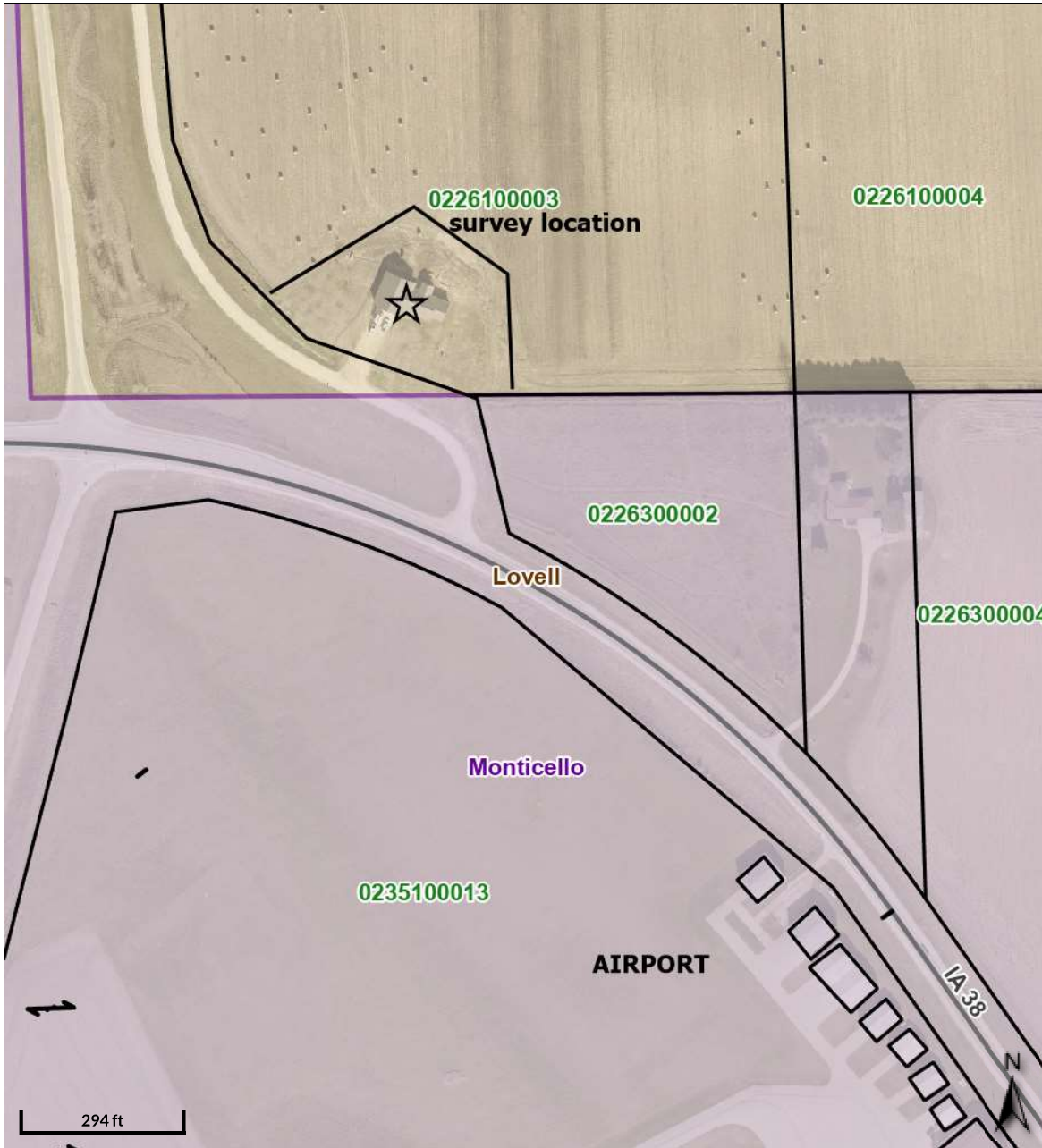
NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve the Plat of Survey for Parcel 2025-19 for property located at 20502 Shover Drive.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 3rd day of March, 2025.

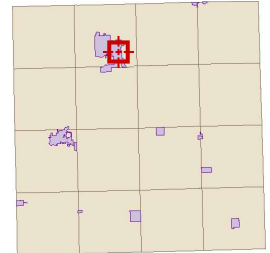
Wayne Peach, Mayor

Attest:




Sally Hinrichsen, City Clerk/Treasurer



Overview



Legend

-  Parcels
-  Cartography
-  Major Roads

THIS MAP DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREIN, EITHER EXPRESSED OR IMPLIED BY JONES COUNTY OR ITS EMPLOYEES. THIS MAP IS COMPILED FROM OFFICIAL RECORDS, INCLUDING PLATS, SURVEYS, RECORDED DEEDS, AND CONTRACTS, AND ONLY CONTAINS INFORMATION REQUIRED FOR LOCAL GOVERNMENT PURPOSES. SEE THE RECORDED DOCUMENTS FOR MORE DETAILED LEGAL INFORMATION.

Date created: 2/17/2025

Last Data Uploaded: 2/14/2025 5:24:08 PM

Developed by  **SCHNEIDER**
GEOSPATIAL

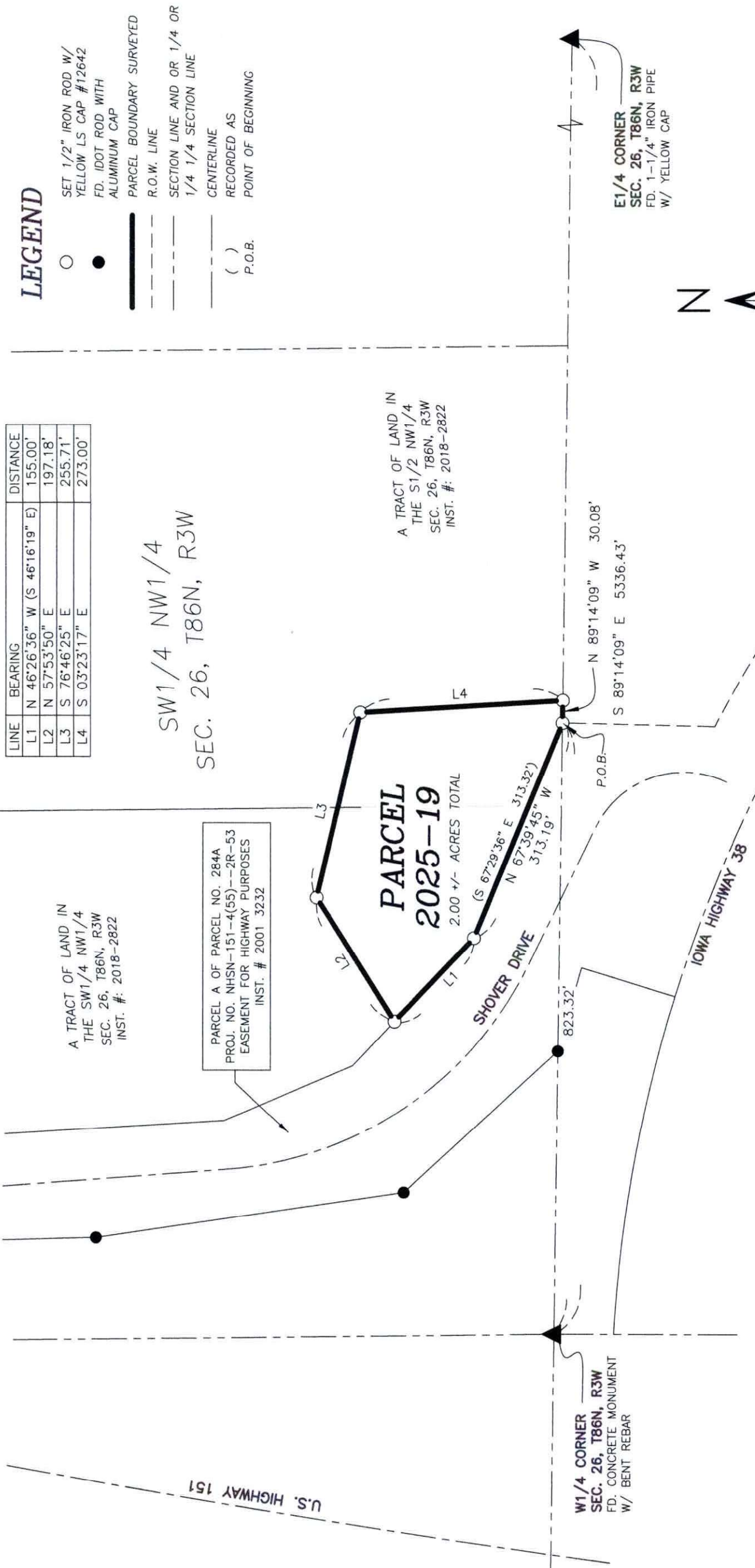
INDEX LEGEND

LOCATION: SW1/4 NW1/4 OF SECTION 26, T86N, R3W
 REQUESTOR: MIKE KRAUS
 PROPRIETOR: MICHAEL W. KRAUS AND EMILY M. KRAUS
 SURVEYOR: BILL BURGER
 SURVEYOR COMPANY: WM. BURGER LANDSURVEYOR
 RETURN TO: BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER 510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078 (563) 855 2028

PARCEL 2025-19 PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (24), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA

PLAT OF SURVEY



DATE OF SURVEY: 1/16/2025 SCALE: 1" = 150' SHEET 1 OF 3

PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

William H. Burger 2/17/25
WILLIAM H. BURGER #12642 DATE

Wm. Burger
LandSurveyor
510 3rd Street West Court
Worthington, Iowa 52078

LICENSED LAND SURVEYOR
WILLIAM H. BURGER
12642
IOWA

NO. OF SHEETS COVERED BY THIS SEAL: 1

PLAT OF SURVEY

PARCEL 2025-19

PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (24), TOWNSHIP EIGHTY-SIX NORTH (T86N), RANGE THREE WEST (R3W) OF THE FIFTH PRINCIPAL MERIDIAN, JONES COUNTY, IOWA

INDEX LEGEND

LOCATION: SW1/4 NW1/4 OF SECTION 26, T86N, R3W
 REQUESTOR: MIKE KRAUS
 PROPRIETOR: MICHAEL W. KRAUS AND EMILY M. KRAUS
 SURVEYOR: BILL BURGER
 COMPANY: WM. BURGER LANDSURVEYOR
 BILL BURGER, 510 3RD STREET WEST COURT, WORTHINGTON, IA 52078 | (563) 855-2028

PREPARED BY BILL BURGER

510 3RD STREET WEST COURT, WORTHINGTON, IOWA 52078

(563) 855 2028

LINE	BEARING	DISTANCE
L1	N 46°26'36" W (S 46°16'19" E)	155.00'
L2	N 57°53'50" E	197.18'
L3	S 76°46'25" E	255.71'
L4	S 03°23'17" E	273.00'

LEGEND

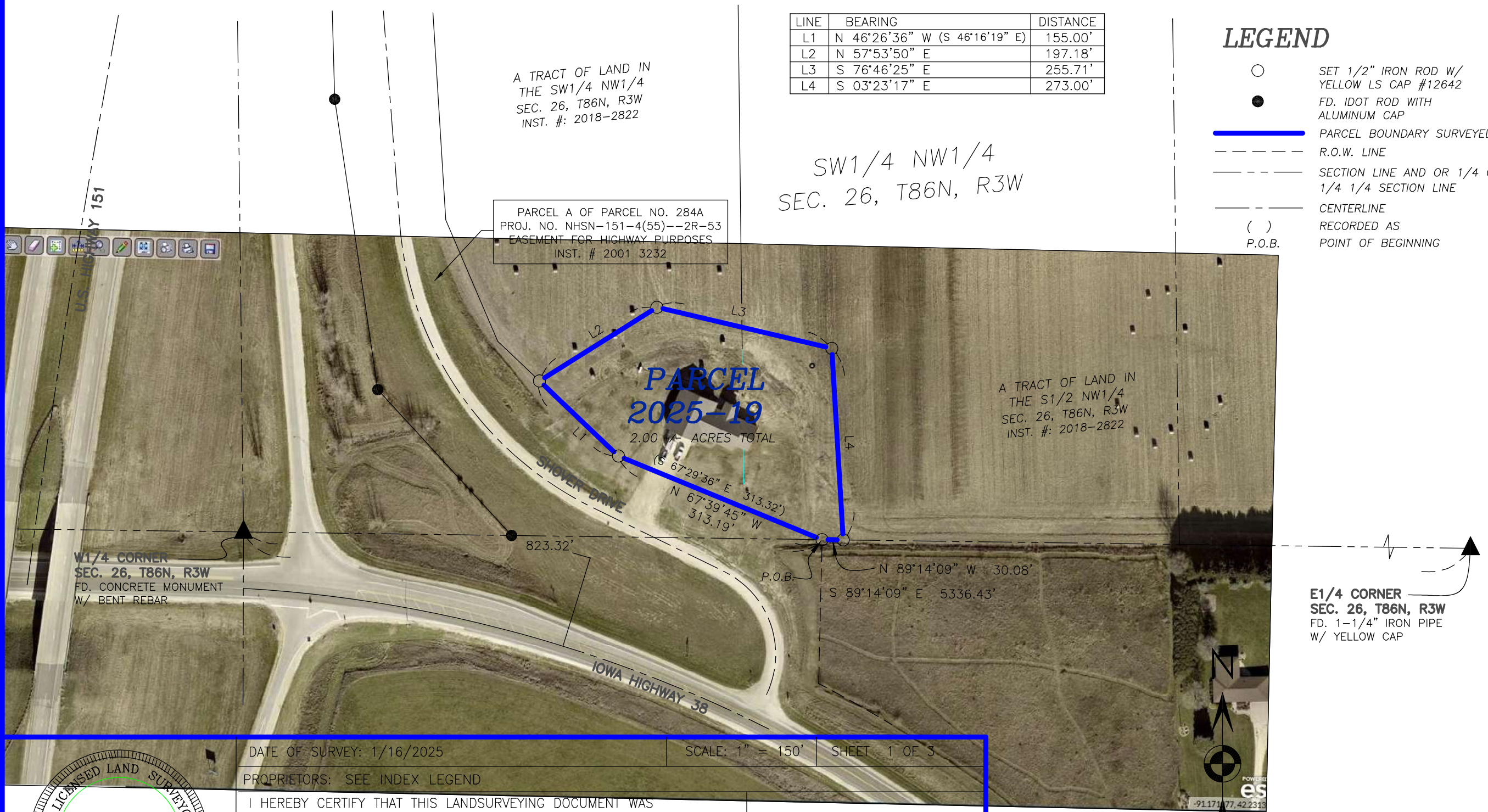
- SET 1/2" IRON ROD W/ YELLOW LS CAP #12642
- FD. IDOT ROD WITH ALUMINUM CAP
- PARCEL BOUNDARY SURVEYED
- - - R.O.W. LINE
- - - SECTION LINE AND OR 1/4 OR 1/4 1/4 SECTION LINE
- - - CENTERLINE
- () RECORDED AS
- P.O.B. POINT OF BEGINNING

A TRACT OF LAND IN THE SW1/4 NW1/4 SEC. 26, T86N, R3W INST. #: 2018-2822

SW1/4 NW1/4 SEC. 26, T86N, R3W

PARCEL A OF PARCEL NO. 284A
 PROJ. NO. NHSN-151-4(55)--2R-53
 EASEMENT FOR HIGHWAY PURPOSES
 INST. # 2001 3232

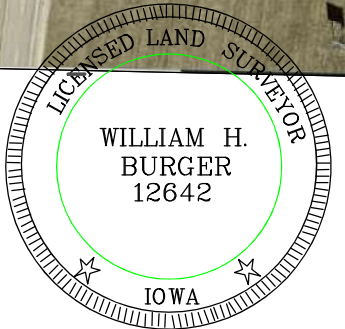
A TRACT OF LAND IN THE S1/2 NW1/4 SEC. 26, T86N, R3W INST. #: 2018-2822



DATE OF SURVEY: 1/16/2025 SCALE: 1" = 150' SHEET 1 OF 3
 PROPRIETORS: SEE INDEX LEGEND

I HEREBY CERTIFY THAT THIS LANDSURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

Wm. Burger
LandSurveyor
 510 3rd Street West Court
 Worthington, Iowa 52078



City Council Meeting
Prep. Date: 2/20/2025
Preparer: Faith Brehm



Agenda Item: # 4
Agenda Date: 03/3/2025

Communication Page

Agenda Items Description: Resolution to acknowledge the hiring of a Monticello Library seasonal employee and setting wage

Type of Action Requested: Resolution

Attachments & Enclosures:

Resolution

Fiscal Impact:	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: The Library Board has approved the hire of 1 summer staff person for a maximum of 20 hours per week at \$15.00 an hour.

Background: The Library has traditionally hired one summer staff person to work from mid-May through mid-August to assist the library during this high traffic time of year.

This person would be primarily responsible for assisting with summer reading program events, restocking shelves, and other responsibilities that may come up during the summer months.

Recommendation: To acknowledge the hiring of a Monticello Library seasonal employee and setting wage, supported by the Library Board.

The City of Monticello, Iowa

RESOLUTION

To Acknowledge the hiring of Monticello Library
seasonal employee and setting wage

WHEREAS, most City employees' wages are covered by a collective bargaining agreement where wages are pre-determined, and some are covered by employment agreements where wages and planned increases were bargained for and previously determined, and

WHEREAS, the Library seasonal staff are not covered by the Collective Bargaining Agreement and their wages are set by the Library Board, and

WHEREAS, the Library Board has approved hiring Library seasonal staff for 20 hours /week for the summer and with wage being \$15.00 per hour, and

WHEREAS, the Council recognizes that the Library Board is vested with the power to hire and set library staff wages and that the purpose of the Council approval of this Resolution is to acknowledge the hiring of seasonal staff and setting the wage; and to give direction to the City Payroll Clerk.

NOW THEREFORE BE IT RESOLVED that the City Council of Monticello, Iowa does hereby acknowledge the hiring of seasonal wages noted herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 3rd day of March 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
 Prep. Date: 2/24/2025
 Preparer: Sally Hinrichsen



Agenda Item: # 5
 Agenda Date: 3/3/2025

Communication Page

Agenda Items Description: Resolution scheduling Public Hearing on the City of Monticello FY 2024/2025 Budget Amendments for April 7, 2025

Type of Action Requested: Motion; **Resolution**; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Proposed Amendments to FY '2025 Budget

Background Information: Every year, generally once or twice, we amend the budget to conform to actual revenue and expense. Expenses are more important than revenue from an amendment process, however, we attempt to recognize new/unanticipated revenues as well as expenditures not planned or anticipated at budget creation.

All we are doing tonight is scheduling the public hearing to consider the proposed budget amendments. Staff will provide a more detailed analysis of the proposed amendments between now and the next meeting. Notice will be published in the Express as required by the Iowa Code.

Staff Recommendation: Recommended that the Council approve the proposed resolution scheduling public hearing on the proposed FY '25 budget amendments for April 7, 2025 at 6:00 p.m.

The City of Monticello, Iowa

RESOLUTION

Scheduling Public Hearing on City of Monticello Fiscal Year 2024/2025 budget amendments for April 7, 2025 at 6:00 p.m.

WHEREAS, The Iowa Code requires that prior to a budget Program will exceed the amount originally budgeted for that Program that the City of Monticello hold a Public Hearing on all proposed budget amendments for the 2024/2025 fiscal year, prior to the final approval of same, and

WHEREAS, Notice of the Public Hearing must be published at least ten but no more than twenty days prior to the Public Hearing, and

WHEREAS, Notice shall be published in the Monticello Express, scheduling Public Hearing for the 7th day of April, 2025 at 6:00 P.M. in the City Council Chambers at the Mary Lovell LeVan Renaissance Center, Monticello, Iowa, and

WHEREAS, The City Clerk is instructed to see to the publication of the appropriate Notice in the Monticello Express, consistent with the above dictates, so that the Public Hearing may be held as scheduled herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby schedule Public Hearing on the proposed 2024/2025 budget amendment for the 7th day of April, 2025 at 6:00 p.m. to be held in the City Council Chambers at the Mary Lovell LeVan Renaissance Center in Monticello, Iowa.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 3rd day of March, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 2-26-2025
Preparer: Jim Tjaden



Agenda Item: #6
Agenda Date: 3-03-2025

Communication Page

Agenda Items Description: Resolution Approving bid related to Sanitary Sewer Repairs on East Burroughs Street between South Sycamore and South Cedar Streets

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Resolution
Visu-Sewer bid

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: Lining sewer line between S Sycamore and S Cedar on Burroughs St.

Background Information: After clearing line twice in one week, we had Roto-Rooter televise the line to find heavy root intrusion. I would recommend lining it from Visu-Sewer for \$23,063.50

Staff Recommendation: I would recommend lining it from Visu-Sewer for \$23,063.50

The City of Monticello, Iowa

RESOLUTION

Approving bid related to Sanitary Sewer Repairs on East Burroughs
Street between South Sycamore and South Cedar Streets

WHEREAS, the City of Monticello sought a bid from Visu-Sewer to perform sanitary sewer line repairs, and

WHEREAS, At the direction of the Water/Wastewater Superintendent, Visu-Sewer quoted to install 386 linear feet of 8” National Liner on Burroughs Street, identifying all of same in a proposal at a total cost of \$23,063.50. If needed, grouting of active leaks, and heavy cleaning will be quoted separately. If needed removal of obstructions (e.g., roots, deposits, and protruding taps) will be completed at a T&M rate of \$385.00 per hour. If it is determined that current pipe conditions are not suitable for an air inversion and bot air/ steam cure, pricing may be adjusted to reflect alternate installation methods. Mobilization and/ or time on site will be billed at a T&M rate of \$385.00 per hour for pipe sections not suitable for CIPP installation., and

WHEREAS, The Council finds that the City should proceed with the proposed sanitary sewer and manhole repairs on Burroughs Street with Visu-Sewer as proposed and bid by Visu-Sewer, as set forth previously herein, and.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby approve of the proposed Sanitary Sewer Repairs on East Burroughs Street, as proposed and bid by Visu-Sewer, as set forth previously herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 3rd day of March, 2025.

Wayne Peach, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Proposal

To: Jim Tjaden
City of Monticello
22059 Hwy 38
Monticello, IA 52310
319-465-3731

From: Bob Moen
Visu-Sewer, LLC.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 2/23/2025

Project: Sanitary Sewer CIPP Installation

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 386 linear feet of 8" National Liner @ \$59.75 per linear foot \$23,063.50

The above listed price is based on an above ground and assumes the current pipe condition is suitable for CIPP installation utilizing air pressure for the inversion and hot air/ steam for curing. Pricing includes:

- Labor, material, and equipment.
- Mobilization and Traffic Control
- One (1) pass jet cleaning and televising of sewers prior to installation.
- Bypass pumping of existing flow.
- Installation of National Liner per manufacturer's instructions, ASTM 1216.
- Reinstatement of all active service connections
- Televising of sewers after installation.

NOTE: Due to volatility in material pricing and availability this proposal is valid for 30 days from the date of origination. If a signed proposal has not been received within 30 days price(s) may be adjusted upon mutual agreement, or the proposal may be withdrawn by either party. If needed, grouting of active leaks, and heavy cleaning will be quoted separately. If needed removal of obstructions (e.g., roots, deposits, and protruding taps) will be completed at a T&M rate of \$385.00 per hour. If it is determined that current pipe conditions are not suitable for an air inversion and hot air/ steam cure, pricing may be adjusted to reflect alternate installation methods. Mobilization and/ or time on site will be billed at a T&M rate of \$385.00 per hour for pipe sections not suitable for CIPP installation.

The City of Monticello will need to provide drivable equipment access to all manholes, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer, LLC. will not be held liable for costs associated with excavation, repairs, or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO

City Council Meeting
Prep. Date: 02/27/2025
Preparer: Sally Hinrichsen



Agenda Item: # 7
Agenda Date: 03/03/2025

Communication Page

Agenda Items Description: Resolution authorizing the purchase of City Software with Civic Systems

Type of Action Requested: Resolution

Attachments & Enclosures:
Resolution
Proposed contract

<u>Fiscal Impact:</u>	
Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Synopsis: City current software company GWorks is forcing all clients to go to their cloud-based software by the end of the current calendar year.

Background: The City is currently is using GWorks for financial, utility billing, receipt management and payroll. They are migrating all their clients to the Front Desk cloud-based software, by the end of this calendar year. Cities that have migrated to the cloud-based software are having many issues and have spent many hours trying to get these issues resolved only for them to start over a few months later. They have spent many hours looking for the errors and trying to get them corrected. Their support requests have gone unanswered for days, weeks and some months, in many cases.

Staff felt it would be more cost effective to migrate to the new software prior to the end of this calendar year. Staff has attended many meetings, watched software demos and talked with numerous cities on the different software companies used by Iowa cities.

Recommendation: The staff recommends purchasing Civic Systems, LLC software.

The City of Monticello, Iowa

RESOLUTION

Authorizing the purchase of City Software with Civic Systems, LLC

WHEREAS, the City of Monticello utilizes software and in some cases specific hardware units to operate utility billing, payroll, and other related “business” software, and

WHEREAS, the City has utilized gWorks Software, formerly known as Data Technologies for a number of years, and

WHEREAS, City staff has investigated the availability of other software options, and has determined it to be in the best interests of the City to switch software from GWorks, formerly known as Data Technologies based upon the offerings of the software, short term and long-term cost savings, and the user-friendly nature of the software, and

WHEREAS, the proposed agreement between the City and Civic Systems, LLC provides for a down payment of \$42,820.00, representing 50% of the purchase and installation price. All other services and expenses will be billed as provided and/or incurred per the contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa does hereby authorize the City Administrator to enter into the proposed agreement with Civic Systems, LLC and to pay the down payment as set out within the agreement in the amount of \$42,820.00, with the balance payable per the contract.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 3rd day of March, 2025.

Wayne Peach, Mayor

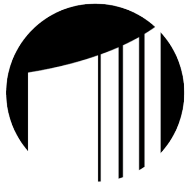
Attest:

Sally Hinrichsen, City Clerk/Treasurer

Computer Software and Services Contract

City of Monticello

Prepared by Civic Systems, LLC



civicsystems

strong software, strong community

Civic Systems, LLC
P.O. Box 14164
Madison, WI 53707-14164
Phone: 888.241.1517
mlaesch@civicsystems.com
www.civicsystems.com

February 27, 2025

Contract Agreement

This "Contract Agreement" is made this _____ day of _____ 2025 ("Effective Date") by and between the **City of Monticello**, 200 East First Street, Monticello, IA 52310 and **Civic Systems, LLC**, P.O. Box 14164, Madison, Wisconsin 53707-14164.

1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" - Will denote the City of Monticello, IA.
- B. "Civic" - Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" –Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.
- F. "Accident" – Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Hardware Requirements
- D. Caselle Software License Agreement
- E. Civic Support Agreement

3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

4. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.

- F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.
- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

6. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

9. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

10. Termination

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Iowa, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Iowa. Both parties consent to the personal jurisdiction of the state and federal courts located in Iowa.

12. Title and Confidentiality

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

13. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
P.O. Box 14164
Madison, WI 53707-14164

City of Monticello
200 East First Street
Monticello, IA 52310

14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

15. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

19. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

Contract Agreement

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

20. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Iowa, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

24. Business License

In the event a local business license is required for Civic to perform services hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

Contract Agreement

26. Payment Terms

The total fees for Software and Services are estimated to be **\$85,640** as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client **\$42,820** upon the effective date.
- B. Civic shall invoice Client **\$42,820** before training.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	<u>Investment</u>
Connect License Fees (5 Concurrent)	\$ 50,000
Setup/Conversion Estimate	21,600
Training	<u>14,040</u>
Sub-total	<u>85,640</u>
ANNUAL SUPPORT TOTAL (Software For Life)	<u>\$ 19,800</u>
ANNUAL HOSTING FEES (4 Named Users)	<u>\$ 2,400</u>

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federally mandated mileage rate currently at \$0.70 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be \$175 nightly. Meals are invoiced as actual with a daily maximum of \$35.

Travel cost estimates are based on four (4) round trips and 12 overnights.

Mileage (four 260) mile round trips @ \$0.70/mile)	\$ 728
Hotel (12 nights at \$175/night)	2,100
Meals (12 days at \$35/day)	<u>420</u>
TOTAL INVESTMENT	<u>\$ 3,248</u>

28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

29. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

30. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF MONTICELLO

Signature: _____

Print Name: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Print Name: Chad Jarvi _____

Title: _____

Date: _____

Attachment A – Cost Detail

SELECTED MODULES (Included in the agreement)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
5 Concurrent User Licenses Included	-	-	-	-	-
Reporting (Included No Cost)	-	-	-	-	-
Accounts Payable	5,200	1,080	1,080	7,360	1,960
AP ACH w/ Vendor Notification	-	-	-	-	-
Excel Connector	-	-	-	-	-
Accounts Receivable	3,600	1,080	810	5,490	1,080
Cash Receipting	4,000	540	540	5,080	1,600
General Ledger	6,400	1,620	2,160	10,180	2,320
Activity Reporting	-	-	-	-	-
Bank Rec	-	-	-	-	-
Budgeting	-	-	-	-	-
Iowa Reporting	-	-	-	-	-
Excel Connector	-	-	-	-	-
miViewPoint (Department Head Dashboard) (Unlimited)	2,800	1,080	1,080	4,960	840
miAR (Need AR) (Unlimited Users)	-	-	-	0	-
miCR (Need CR) (Unlimited Users)	-	-	-	0	-
miAP Workflow (Unlimited Users)	2,800	1,080	1,080	4,960	840
miBudget (Unlimited Users)	2,400	540	540	3,480	720
Payroll w/ Direct Deposit	9,200	2,700	2,160	14,060	3,160
Electronic Submittals (State and Fed)	-	-	-	-	-
miPay Online (Employee Portal)	-	-	-	-	-
miTime (Electronic Timesheets) (Unlimited Users)	2,800	1,080	1,080	4,960	840
Excel Connector	-	-	-	-	-
Utility Billing	10,000	5,400	3,240	18,640	3,400
Direct Pay	-	-	-	-	-
Electronic Read Interface (Meter Reading Import/Export)	-	-	-	-	-
Excel Connector	-	-	-	-	-
Community Portal	800	1,080	270	2,150	640
Web Services	-	-	-	-	-
Implementation Project Management	-	4,320	-	4,320	-
Hosted in The Cloud (Up to 4 Named Users)	--	--	--	--	2,400
TOTALS COSTS	50,000	21,600	14,040	85,640	19,800

*First Year Annual Support Fees are prorated based on your Go-Live date.

**Community Portal and Terminal Credit/Debit Fees are 2.9% + \$.30 per transaction. Echeck over the terminal are \$1.10 per transaction.

Attachment A – Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price	One-Time conversion/ setup	Training Cost @ \$1,200/Day	Year one Total w/o Support	Annual Fees
Each additional Concurrent License	\$ 2,000	\$ 0	\$ 0	\$ 2,000	\$ 600
Community Portal Add Ons					
Ad Hoc Text Notifications to Residents (Unlimited)	--	--	--	--	900
Interactive Payment Forms (Unlimited)	--	600	600	1,200	1,800
Service Orders	3,600	1,080	1,080	5,760	1,080
Mobile App (Unlimited Users)	-	-	-	0	-
miOpen Enrollment	1,600	405	270	2,275	480
Hosted Named Users Above 4 (Each)					720
ALTERNATE PRICING (No License Fees)	<u>0</u>	<u>21,600</u>	<u>14,040</u>	<u>35,640</u>	<u>29,800</u>

*Above amounts include the discount provided.

Attachment B - Conversion Services

The following outlines the conversion services to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- > Vendor Information
- > 3 years of invoice and check history (**More Years Available**)
- > Report preparation
- > AP check formatting

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

General Ledger

- > Chart of Accounts
- > Financial statements
- > Report preparation
- > 3 years detail information (**More Years Available**)
- > 3 years of budget information (**More Years Available**)

Payroll

- > Employee information
- > Pay code setup
- > Current Year to Date Totals
- > Recalculate payroll to ensure data accuracy
- > Report preparation
- > Leave time balances
- > Paycheck formatting

Utility Billing

- > Customer information
- > Customer balances by service
- > Meter information
- > Location information
- > 13 months consumption History
- > Report preparation
- > Utility billing formatting
- > Recalculate bill run to ensure data accuracy
- > Setup rates and services

Attachment C - Hardware Requirements

HARDWARE REQUIREMENTS (ONLY NEEDED IF ON PREMISE)

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft® Windows 2016 Server (64-bit), 2019 (64-bit), or 2022 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher Minimum 16 GB of available RAM 30 GB available disk space for Caselle Connect applications (1 GB) and data Enterprise SSD Color SVGA .28 Monitor 1 GB Ethernet Network Card 1 GB Ethernet Switch <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Database Server Equipment and Operating System	<ul style="list-style-type: none">• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).• Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2016 (64-bit), 2019, or 2022 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) 8 GB of available RAM 30 GB available disk space for Caselle Connect applications (180 MB) and data Color SVGA .28 Monitor LCD Monitor <small>All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.</small>
Workstation Operating System	Windows 10 or 11™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers Star TSP100 Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	10 Mbps minimum available connection speed Explanation: Caselle® Applications require Internet access to download program updates.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Authorized and Certified

Attachment D – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

- A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- C. Modify the Software or merge it into any other product without the express written consent of Caselle.
- D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment D – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

- A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- B. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and You hereby consent to the jurisdiction of State and Federal courts in Iowa. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment E – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of Monticello**, 200 East First Street, Monticello, IA 54868 and **Civic Systems, LLC**, P.O. Box 14164, Madison, Wisconsin 53707-14164.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

- A. "Client" – Will denote the City of Monticello, IA.
- B. "Civic" – Will denote Civic Systems, LLC.
- C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
- D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
- E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules "go-live" date. Support fees for the modules purchased with this contract will be locked for 3 years from signing.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
Toll-Free: 800 241 1517
Fax: 608 249 1050
E-mail: support@civicsystems.com
Website: <http://www.civicsystems.com>

Attachment E – Civic Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment E – Civic Support Agreement

12. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment E – Civic Support Agreement

13. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly Advisory Group, LP) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

14. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

15. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC
P.O. Box 14164
Madison, WI 53707-14164

City of Monticello
200 East First Street
Monticello, IA 52310

Attachment E – Civic Support Agreement

17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

18. SOFTWARE SUPPORT

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.
- D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic.

19. MISCELLANEOUS

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.

Attachment F – Hosted Agreement

This Hosted Services Agreement (the “Hosted Agreement”) is between Ontech Systems, Inc., a Wisconsin corporation (“ONTECH”), 11800 W. Park Place, Milwaukee, WI 53224, (262) 522-8560 and “CLIENT”.

“CLIENT” Organization/DBA: City of Monticello

Street: 200 East First Street

City: Monticello

State: IA

Zip Code: 52310

Phone: 319.465.3577

Date: 2/27/25

Minimum # of Committed Named User for 36 Months: 4

1. PURPOSE

The purpose of this Hosted Agreement is to detail the understandings under which ONTECH will provide Hosted IT services (“Services”) to you. Additional Services to be provided will be mutually defined by ONTECH and you based upon your current need. Client desires to hire ONTECH and ONTECH agrees to provide CLIENT with certain Hosted Services within Microsoft Azure Data Centers. .

2. TERMS CONFIDENTIAL

The terms and conditions in this Hosted Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

Attachment F – Hosted Agreement

EXHIBIT A

Terms, Conditions and Definitions

1) **General Terms, Exclusions, and Responsibilities.**

a) **General Responsibilities; ONTECH** will provide:

- i) Qualified personnel to perform all activities identified in this Statement of Work.
- ii) Detailed time reporting and related expense information to support its billings in electronic documentation.
- iii) Services in a professional manner and abide by the CLIENT's code of business conduct.
- iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.

b) **General Responsibilities: Client** will provide:

- i) Reliable Internet access. Intermittent dropping of connection will cause approval of reconnection through MFA. For optimum performance, a 100/100 fiber (or higher) internet connection is recommended.
- ii) ONTECH with remote access to its computer systems and equipment.
- iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement,
- iv) ONTECH with adequate workspace and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.
- v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.
- vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.
- vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network

c) **General Responsibilities: Client** will agree:

- i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.

d) **Exclusions.** Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.

- i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH
- ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.
- iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.
- iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.
- v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.
- vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.
- vii) Service made necessary by Internet or telephone service provider outages.
- viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

Attachment F – Hosted Agreement

2) **Definitions.** The following definitions apply to this Agreement:

“Addendum” are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

“Affiliate” is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

“Confidential Information” is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party’s products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless accepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

“Client” is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. “Client” also refers to any subdivision or parent of the signatory to this Agreement.

“Delivery” or “Delivered” means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

“ONTECH” refers to the Corporation that has agreed to provide Services under this Agreement.

“You” means the CLIENT and **“Your”** means the request, facilities or operations of the CLIENT.

“Receipt” in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

“Services” are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

“Scope of Services” is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

“Signed” means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail”).

“Subscription” means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

Attachment F – Hosted Agreement

3) Fees. As compensation for the Hourly Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under an Hourly Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its hourly fees and charges upon forty-five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Hourly Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

- Parts, hardware, and software not covered by warranties
- Software licenses, subscription, or upgrade fees
- Manufacturer or vendor support fees, whether by annual contract or per incident
- Consumable materials, such as printer cartridges and removable storage tapes/disks
- Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH's office and the CLIENT's location at one hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Addendum. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH's office to CLIENT's location. Upon CLIENT's request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

4) Invoices. Client will be invoiced on the effective date and semi-annually thereafter. Invoices are sent in December for services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Hosted services rendered in the subsequent six (6) months for July through December. New clients added in the middle of the semi annual billing cycle will have a prorated fee for the remaining months of that billing cycle.

All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. ONTECH has the right to increase Hosted charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

5) Suspension/Termination of Services. ONTECH reserves the right to suspend the delivery of Services if the CLIENT's account becomes 60 days or more past due effective upon CLIENT's receipt of written notice of Suspension. Services will not be resumed until the CLIENT's past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT's receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH's engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Hosted Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out-of-pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

6) Hosted Agreement Term. This Agreement shall be effective as of the go live date and shall continue in effect for a period of thirty-six (36) months (the "initial term") from the hosted go live date unless canceled by either party upon sixty (60) days' written notice. Early termination by CLIENT will result in full payment of the monthly contracted hosted services as defined in the signed Hosted Agreement. If renewal addendum is not signed by expiration date, an automatic 10% monthly price increase will go into effect at the next invoice date.

Attachment F – Hosted Agreement

7) Relationship. The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

8) Limited Warranties; Disclaimers. ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT's sole and exclusive remedy for a breach of ONTECH's warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH's warranty. A claim for breach of ONTECH's warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT's discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH's warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH "AS IS." ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT's efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer's Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

9) Insurance. ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

- (a) Worker's Compensation in accordance with the law in the State of Wisconsin.
- (b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.
- (c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

Attachment F – Hosted Agreement

10) Limitations of Liability; Indemnification. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.

EXCEPT AS PROVIDED IN PARAGRAPH EIGHT (8) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

11) Confidentiality. The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

12) Non-solicitation of Ontech employees. CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

13) Integration; merger. This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to

Attachment F – Hosted Agreement

CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

14) Binding effect. This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.

15) Governing law. This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.

16) No modifications. Except as provided in paragraph 13, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.

17) No assignments without consent. This Agreement may not be assigned without the written consent of the other party.

18) Counter-parts. This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.

19) Authority. The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Hosted Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.

Signature: _____

Mark P. Dohnal

President

Date: _____

City of Monticello, IA

Signature: _____

Name: _____

Title: _____

Date: _____

City Council Meeting
Prep. Date: 2/27/2025
Preparer: Sally Hinrichsen



Agenda Item: #9-18
Agenda Date: 3/3/2025

Communication Page

Agenda Items Description: Reports

Type of Action Requested: Motion; Resolution; Ordinance; **Reports**; Public Hearing; Closed Session

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:	
Budget Summary:	
Expenditure:	
Revenue:	

Reports / Potential Actions:

- 9. Mayor
- 10. City Engineer
- 11. City Administrator
- 12. Water/Wastewater Superintendent
- 13. Park and Recreation Director
- 14. Library Director
- 15. Ambulance Director
- 16. City Clerk
- 17. Public Works Director
- 18. Police Chief