

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	March 3, 2025 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	February 28, 2025

Mayor:	Tom Wieseler	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Scott Rose	City Attorney:	Holly Corkery
Councilperson:	Stephanie West	Asst. City Administrator:	Lori Boren
Councilperson:	Craig Engel	Finance Dir/City Clerk:	Marsha Dewell
Councilperson:	Mark Andresen	Chief of Police:	Doug Shannon
Councilperson:	Paul Tuerler		

For those individuals that are unable to attend or still do not feel comfortable with in-person meetings, the City is providing a Zoom option. For those planning to attend via Zoom, please use the following information:

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 843 6333 2739
3. Password: 681871

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

- A. Call to Order**
- B. Agenda Additions/Agenda Approval**
- C. Communications:**
 1. Unscheduled

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 microphone and give your name and address for the public record before discussing your item. Each individual will be granted no more than five (5) minutes.

- D. Consent Agenda**

Note: These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.

 1. Approval of City Council Minutes – February 19, 2025 Regular Council Meeting
- E. Public Hearing**
 1. Public Hearing on the Awarding of Bid and Authorizing the Sale of 1040 2nd Avenue SW, Mount Vernon
 - i. Close Public Hearing – Proceed to G-1
- F. Ordinance Approval/Amendment**
 1. None

G. Resolutions for Approval

1. Resolution #3-3-2025A: Awarding Bid and Authorizing Sale of 1040 2nd Avenue SW, Mount Vernon
2. Resolution #3-3-2025B: Approving the Final Plat of Stonebrook 10th Addition Subdivision to the City of Mount Vernon
3. Resolution #3-3-2025C: Approving Quit Claim Deed to Outlot A of Stonebrook 8th Addition to the City of Mount Vernon
4. Resolution #3-3-2025D: Accepting Work of the Project Known as the 2024 Water Meter Replacement Project with Ferguson Waterworks

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Change Order #7 – 2024 Pool Improvements – Council Action as Needed
3. Discussion and Consideration of a Required Financial Software Package Upgrade – Council Action as Needed
4. Discussion and Consideration of V&K Invoice #51378-5 – Rachel Street Design – Council Action as Needed
5. Discussion and Consideration of Memorial Bench Request for Ed Sauter – Council Action as Needed
6. Discussion and Consideration of Setting a Public Hearing for Budget Amendment #1 to the FY 2024-2025 Budget for April 7, 2025 – Council Action as Needed
7. Discussion and Consideration of Carrico Aquatic Resource, Inc. Water Management Assistance Program - Pool – Council Action as Needed
8. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Stonebrook Phase 1 – Council Action as Needed
9. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Stonebrook Phase 2A – Council Action as Needed
10. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Stonebrook Phase 2B – Council Action as Needed
11. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Stonebrook Phase 3 – Council Action as Needed
12. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Stonebrook Phase 4 – Council Action as Needed
13. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Spring Meadow Heights Phase 1 – Council Action as Needed
14. Discussion and Consideration of Tax Increment Financing Reimbursement Certification for Spring Meadow Heights Phase 2 – Council Action as Needed
15. Discussion and Consideration of Change Order #1 – 2024 Water Meter Replacement Project – Council Action as Needed
16. Discussion and Consideration of Pay Application #1 - 2024 Water Meter Replacement Project – Council Action as Needed
17. Discussion and Consideration of Pay Application #2 - 2024 Water Meter Replacement Project – Council Action as Needed

18. Discussion and Consideration of Surface Pro Replacements for the LBC – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. LBC Childcare Discussion

M. Reports of Mayor/Council/Administrator

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Administrator's Report

N. 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.

If anyone with a disability would like to attend the meeting, please call City Hall at 895-8742 to arrange for accommodations.

D. Consent Agenda

February, 19, 2025
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The Mount Vernon City Council met February 19, 2025, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Andresen, Tuerler, West, Engel and Rose (via Zoom).

Call to Order. At 6:30 p.m. Mayor Thomas M. Wieseler called the meeting to order.

Agenda Additions/Agenda Approval. Motion made by Andresen, seconded by Tuerler to approve the Agenda. Motion carries.

Consent Agenda. Wieseler noted that in the February 3, 2025 minutes, Happy Daze was spelled incorrectly under the Consent Agenda. The correction has been made in the official minutes. Motion made by Engel, seconded by West to approve the Consent Agenda. Motion carries.

Approval of City Council Minutes – February 3, 2025 Regular Council Meeting

Approval of City Council Minutes – February 10, 2025 Special City Council Meeting

Approval of Liquor License – Yock’s Landing

Approval of Liquor License – Scorz Bar & Grill (Amended)

Public Hearing

Public Hearing for the Vacation of an Existing 20’ Stormwater Easement on Parcel A of Plat of Survey No. 2856, City of Mount Vernon, Iowa. Mayor Wieseler opened the public hearing at 6:32 pm. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:32 pm. Council then acted on Resolution 2-19-2025C.

Ordinance Approval/Amendment

Ordinance #1-20-2025A: Amending Chapter 115 Cemetery to the City of Mount Vernon, Iowa Municipal Code. Motion made by West, seconded by Andresen to approve the third reading of Ordinance #1-20-2025A. Roll call all yes. Ordinance passes it’s third and final reading.

Resolutions for Approval

Resolution #2-19-2025A: Approving the Per Diem Travel Policy for the City of Mount Vernon. Staff is recommending the adoption of a Per Diem Travel Policy in an effort to reduce the City’s reliance on credit card purchases. Staff would complete the “Travel Expense Reporting Form” prior to the conference/training date and receive reimbursement for the approved expenditures. Motion made by Engel, seconded by Tuerler to approve Resolution #2-19-2025A. Roll call all yes. Resolution passes.

Resolution #2-19-2025B: Setting the Salaries for the Appointed Officers and Employees of the City of Mount Vernon for Fiscal Year 2025-2026. This resolution establishes a 4.5% increase for personnel in non-union positions. The exception is the City Administrators’ salary that was previously approved in August 2024. Motion made by West, seconded by Andresen to approve Resolution #2-19-2025B. Roll call all yes. Resolution passes.

Resolution #2-19-2025C: Vacating an Existing 20’ Stormwater Easement on Parcel A of Plat of Survey No. 2856, City of Mount Vernon, Iowa. This is the final piece of the Kwik Trip Inc development project. The land owner prior to Kwik Trip had negotiated an easement with the DOT for stormwater from east to west. Kwik

Trip is asking for it to be moved to the south. At the last meeting, a new southern storm water utility easement was established so this easement will no longer be necessary for the new development. Motion made by Engel, seconded by West to approve Resolution 2-19-2025C. Roll call all yes. Resolution passes.

Resolution #2-19-2025D: Accepting Public Improvement Installation for the Stonebrook 10th Addition Subdivision. The public improvements within the Stonebrook 10th Addition are now complete. V&K Engineering has completed their inspection and are recommending acceptance of the public improvements for maintenance and operation. Motion made by Tuerler, seconded by Andresen to approve Resolution #2-19-2025D. Roll call all yes. Resolution passes.

Resolution #2-19-2025E: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the Uptown Lighting Improvements. This resolution will set the public hearing date for the Uptown Lighting Improvements Project for Monday, March 17, 2025. Bids for the project will be due to City Hall by 2:00 p.m. on March 13, 2025. Motion made by Tuerler, seconded by Engel to approve Resolution #2-19-2025E. Roll call all yes. Resolution passes.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion made by West, seconded by Andresen to approve the Claims List. Motion carries.

PAYROLL	CLAIMS	230,978.83
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE	38,062.67
REPUBLIC SERVICES #897	GB,RECYL-SW	24,430.33
WOODRUFF CONSTRUCTION INC	PAY APP #5-POOL RENOVATIOINS	17,907.50
LYNCH DALLAS PC	LEGAL FEES-P&A	8,371.61
SEPTAGON CONSTRUCTION	SOFFIT REPAIRS-PD	7,671.07
IOWA LAW ENFORCEMENT ACADEMY	TRAINING-PD	5,025.00
CAUSE TEAM	UNIFORMS-ALL DEPTS	4,433.50
MARTIN EQUIPMENT	EQUIP REPAIR-PW	3,839.21
STATE HYGIENIC LAB	TESTING-SEW	3,493.50
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	3,010.00
ZIPPY'S SALT BARN	ROAD SALT-RUT	2,347.80
SUNSET LAW ENFORCEMENT	EQUIPMENT-PD	2,136.20
BRADY LANHAM	ELECTRICAL-PW FACILITIES	1,865.72
PNP	FUEL-PD	1,745.32
VEENSTRA & KIMM INC	INTELLISTREETS LIGHTING IMPROV	1,421.50
MENARDS	ELECTRICAL SUPPLIES-PW FACILITIES	1,397.48
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,395.50
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	1,252.39
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,161.85
RED LION RENEWABLES	SOLAR ELECTRIC-P&A,PD,LBC	1,127.10
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	1,050.45
MENARDS	ELECTRICAL/WIRE-PW FACILITIES	991.96
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	963.00
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
KIESLER POLICE SUPPLY INC	EQUIPMENT-PD	904.96
BRADY LANHAM	VIDEO/ELECTRIC REPAIRS-FD	879.65
AMAZON CAPITAL SERVICES	VIDEO EQUIP-FD	799.99
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	778.28
CAMPBELL SUPPLY CEDAR RAPIDS	AIR COMPRESSOR-PW	629.99
KIECKS	UNIFORMS-PD	626.94

AMAZON CAPITAL SERVICES	SUPPLIES-LBC	594.51
P&K MIDWEST INC	EQUIP MAINT-P&REC	517.77
RC TECH	AUDIO/VIDEO REPAIRS-LBC	502.69
CARQUEST OF LISBON	VEHICLE MAINT/SUPPLIES-ALL DEPTS	469.36
NELSON ELECTRIC	SERVICES-CITY HALL	398.18
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	363.80
USA BLUE BOOK	LAB TESTING-WAT	362.58
MEDIACOM	PHONE/INTERNET-SEW	350.44
IOWA DEPT OF NATURAL RESOURCES	ST WATER DISCHARGE PERMIT	350.00
MEDIACOM	PHONE/INTERNET-PW	322.76
AMAZON CAPITAL SERVICES	SAFETY SUPPLIES-LBC	317.44
MEDIACOM	PHONE/INTERNET-PW	315.81
CITY LAUNDERING CO	SERVICES-LBC	303.54
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	277.77
IACP	ANNUAL DUES-PD	220.00
KONICA MINOLTA	MAINT PLAN/COPIES-PD	217.68
GABRIELLE MOEHLMAN	SERVICES-LBC,P&REC,POOL	217.00
DSG	SUPPLIES-WAT	215.00
LORI BOREN	MILEAGE-ALL DEPTS	196.00
WENDLING QUARRIES	SAND-WAT,RUT	183.60
SHERWIN WILLIAMS CO.	PAINT-PD	167.97
AIRGAS INC	CYLINDER RENTAL-PW	126.92
MERCY PHYSICIAN SERVICES	MARKETING-LBC	115.00
STAPLES INC	SUPPLIES-ALL DEPTS	113.96
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	109.23
CUSTOM HOSE & SUPPLIES INC	VEHICLE MAINT-RUT	96.56
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	91.75
CITY LAUNDERING CO	SERVICES-CITY HALL	91.74
CITY LAUNDERING CO	SERVICES-CITY HALL	91.74
BRADY WEAVER	REFEREE-P&REC	90.00
JAMISON W BILLINGSLEY	REFEREE-P&REC	90.00
YEONG HO BISHOP	REFEREE-P&REC	90.00
VESTIS	RUGS,SERVICES-FD	88.20
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	84.00
CENTURY LINK	PHONE CHARGES-PD	77.47
TERMINIX PRESTO-X	PEST CONTROL-PD	68.20
NEAL'S WATER CONDITIONING	WATER/SALT-FD	66.50
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	63.81
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	63.68
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-CITY HALL	60.00
AMAZON CAPITAL SERVICES	COMPUTER EQUIP-ALL DEPTS	59.98
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	58.64
KONICA MINOLTA	MAINT PLAN/COPIES-LBC	57.50
KONICA MINOLTA	MAINT PLAN/COPIES-PD	47.89
BANKCARD 8076	REFUND-LBC	44.00
RYAN CROCK	UNIFORMS-PW	42.78
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	40.00
AMAZON CAPITAL SERVICES	EQUIPMENT-PD	27.99
ASCENDANCE TRUCKS	VEHICLE MAINT-RUT	21.42
BANKCARD 8076	REFUND-LBC	20.00
HAWKINS INC	CHEMICALS-WAT	20.00
NEIRL	MEMBERSHIP-P&A	20.00
GALLS LLC	UNIFORMS-PD	18.46
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	17.98

IOWA SOLUTIONS INC	COMPUTER MAINT-P&A	12.84
JONES CO CLERK OF COURT	FEE ADJUSTMENT-PD	10.14
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		380,715.97

FUND EXPENSE TOTALS

PAYROLL		230,978.83
GENERAL FUND		53,544.41
SOLID WASTE		28,168.09
POOL RENOVATIONS		17,907.50
SEWER FUND		11,649.73
WATER FUND		8,864.45
ROAD USE TAX FUND		7,549.72
LBC		7,269.19
CIP/FIRE DEPT/TAX LEVY		4,267.50
PW FACILITIES		4,255.16
POLICE STATION CONSTRUCTION		3,175.50
STORM WATER FUND		1,664.39
LOST III UR & STREETScape		1,421.50
TOTAL		380,715.97

FY25 JANUARY REVENUE

PUBLIC WORKS		320,747.18
GENERAL GOVERNMENT		121,360.41
PUBLIC SAFETY		94,300.11
CULTURE-RECREATION		74,425.14
COMMUNITY & ECONOMIC DEV		9,445.24
TOTAL		620,278.08

Discussion and Consideration of Setting a Public Hearing Date and Meeting Time for the Proposed Property Tax Levy rate for the City of Mount Vernon – Council Action as Needed. This will be a stand-alone meeting for the sole purpose of discussing the tax levy rate for Fiscal Year 2026. Motion made by Tuerler, seconded by West to set the public hearing for April 7, 2025 at 6:00 p.m. Motion carries.

Discussion and Consideration of Accepting the Resignation of Police Chief Doug Shannon – Council Action as Needed. Police Chief Doug Shannon formally announced that he would be retiring from his position effective July 31, 2025 and thanked staff and Council for their many years of support. Council congratulated Shannon on his retirement and thanked him for his many years of service. Motion made by Tuerler, seconded by Andresen to accept the resignation of Chief Shannon. Motion carries.

Discussion and Consideration of HVAC Purchase for the Public Works Shop – Council Action as Needed. Staff has received two bids for the installation of HVAC in the break area of the new public works shop. The lowest responsible quote was submitted from 8 Finger HVAC, LLC. Motion made by Tuerler, seconded by Andresen to approve the bid from 8 Finger HVAX, LLC in the amount of \$9,485.00. Motion carries.

Discussion and Consideration of Purchasing the Chalk for the Chalk the Walk Festival – Council Action as Needed. The City will once again be purchasing chalk for Chalk the Walk through Danielle Chargo at Iron Leaf Press. Motion made by Engel, seconded by West to approve the chalk purchase for an amount not to exceed \$4,100.00. Motion carries.

Discussion and Consideration of JEO Invoice #158598 – Uptown Streetscape Plan – Council Action as Needed. This invoice is in the amount of \$6,308.00. Motion made by West, seconded by Engel to approve Invoice #158598-Uptown Streetscape. Motion carries.

Discussion and Consideration of OPN Invoice #24426000-2 – Mount Vernon Early Childhood Center – Council Action as Needed. Motion made by Engel, seconded by Tuerler to approve OPN Invoice #24426000-2 in the amount of \$7,056.18.

Reports to be Received/Filed. Full reports can be found on the City website in the February 19, 2025 Council packet.

Mt. Vernon/Lisbon Police Report
Mt. Vernon/Lisbon Police Annual Report
Mt. Vernon Public Works Report
Mt. Vernon Parks and Rec Report
Cole Library Report

Reports of Mayor/Council/Administrator

Mayor's Report. Wieseler attended two Zoom calls, one with the Linn County Conference Board and another with Linn County Emergency Management. A request was received from a citizen to address Council regarding the concept of a “dementia friendly community”.

City Administrator's Report. Full report available on the City website under the February 19, 2025 Council Packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:07 p.m., February 19, 2025.

Respectfully submitted,
Marsha Dewell
City Clerk

E. Public Hearing

AGENDA ITEM # E – 1 & G - 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: Resolution #3-3-2025A

ACTION: Motion to Close

SYNOPSIS: Sealed bids for 1040 2nd Ave SW were received on Friday, February 28, 2025. Unfortunately, this means the City will need to start the process over next month.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Resolution #3-3-2025A & Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

G. Resolutions for Approval

RESOLUTION NO. _____

A RESOLUTION AWARDED BID AND AUTHORIZING SALE OF
1040 2ND AVENUE NW

WHEREAS, the City of Mount Vernon, Iowa, is the owner of that real property (“Property”) situated in the City of Mount Vernon, County of Linn, and State of Iowa, identified as “Parcel B” on Plat of Survey #2879, attached hereto marked “Exhibit A” and incorporated herein, as described and delineated thereon, the same constituting a portion of Linn County Parcel No. 171012700600000, locally known as 1040 2nd Avenue NW; and

WHEREAS, access to and from the Property shall be over a Perpetual Access Easement (“Easement”) the extent of which is described and delineated on the easement plat attached hereto marked “Exhibit B” and incorporated herein; and

WHEREAS, the Property has housed the City’s Public Works Maintenance Shop; and

WHEREAS, the City’s Public Works Maintenance Shop is being relocated and the City has no further need for the Property; and

WHEREAS, the City Council, in compliance with the laws of the State of Iowa concerning the disposal of interests in real property by sale, solicited public bids for the sale of the Property; and

WHEREAS, City Staff has identified _____ to be the highest responsive and responsible bidder pursuant to its attached bid for \$ _____; and

WHEREAS, City Staff recommends that the City Council award the bid and sell the Property be sold to _____ in exchange for the purchase price of \$ _____ and other good and valuable consideration; and

WHEREAS, The City Council held a duly noticed public hearing as part of its regular meeting at __:00 P.M. on _____ 2025, at Mount Vernon City Hall, 213 First Street NW, Mount Vernon, Iowa, for purposes of obtaining public input on the proposed sale of the Property to the winning bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Vernon, Iowa:

Section 1: That the City Council of the City of Mount Vernon, Iowa, hereby awards the bid and authorizes the sale of 1040 2nd Avenue NW to _____ pursuant to its attached bid for \$ _____ and rehabilitation of the Property as provided therein.

Section 2. That the City Attorney is hereby authorized and directed to negotiate a Purchase Agreement for the sale of 1040 2nd Avenue NW to _____ consistent with the provisions of this Resolution and the approved Bid Packet.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute such Purchase Agreement, and such other documents as may be required to facilitate the sale of 1040 2nd Avenue NW to _____ as provided herein.

PASSED AND APPROVED, this 3rd day of March 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

AGENDA ITEM # G – 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: Resolution #3-3-2025B

ACTION: Motion

SYNOPSIS: Stonebrook 10th Addition was slated to be the final phase of this subdivision before the developer purchased an additional ten acres to the west. The 10th Addition is the largest phase of this subdivision, containing forty-seven (47) buildable lots. There has been a slight deviation with lot's 20 and 21 from the preliminary plat, otherwise no major changes were made between the preliminary and final plat. Planning and Zoning voted 5-0 in favor of approving the final plat of Stonebrook 10th Addition.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #3-3-2025B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

RESOLUTION NO. #3-3-2025B

**RESOLUTION APPROVING THE FINAL PLAT OF STONEBROOK TENTH ADDITION
SUBDIVISION**

WHEREAS the Mt. Vernon Planning and Zoning Commission voted to 5-0 at their February 26, 2025, meeting to approve the final plat of Stonebrook 10th Addition to the City of Mt. Vernon, Iowa, and,

WHEREAS the stormwater management area defined as Outlot A on the Final Plat of Stonebrook 8th Addition has been reconfigured;

WHEREAS that reconfiguration is presented as Outlot C on the Final Plat of Stonebrook 10th Addition;

WHEREAS that reconfiguration has been reviewed by the City Engineer and City Attorney and found to be acceptable;

WHEREAS there have been no other significant changes to the plat since its amendment by Resolution #5-6-2024B of the Mount Vernon City Council on May 6, 2024; and

WHEREAS the developers have submitted the necessary accompanying materials as specified in Chapter 166.11 Final Plat Requirements,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Final Plat of Stonebrook 10th Addition Subdivision and as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 3rd day of March, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

Exhibit A

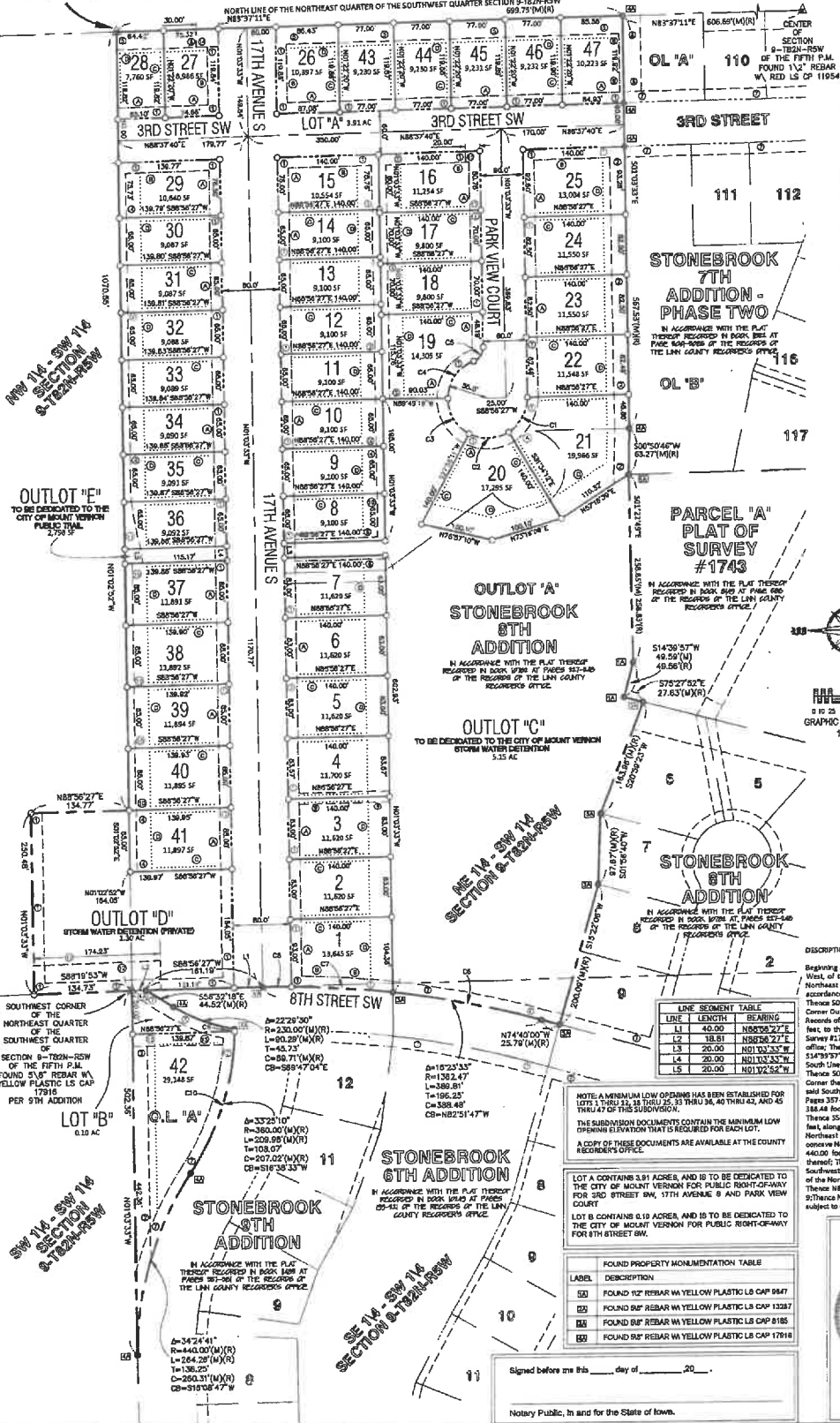
(See Attached)

POINT OF BEGINNING

NORTHWEST CORNER OF THE
NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER
SECTION 9-T28N-R5W
OF THE FIFTH P.M.
FOUND 1"2" REBAR W/ RED LS CP 11954

**FINAL PLAT
STONEBROOK 10TH ADDITION**

TO MOUNT VERNON, LINN COUNTY, IOWA
(INCLUDING OUTLOT "A" OF STONEBROOK 8TH ADDITION, AND OUTLOT "A" OF STONEBROOK 9TH ADDITION)



LOCATION:
A PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER, A PORTION OF THE SOUTHWEST
QUARTER OF THE SOUTHWEST QUARTER, AND A
PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER, ALL OF SECTION 9, TOWNSHIP 28
NORTH, RANGE 5 WEST, OF THE FIFTH PRINCIPAL
MERIDIAN, MOUNT VERNON, LINN COUNTY, IOWA.

OWNER:
SEBU BUKA
STONEBROOK DEVELOPMENT CO, INC
ANAMOSA, IOWA 52206

PREPARED BY:
RICHARD R. NOWOTNY, P.L.S.
NAME CONSULTANTS INC.
817 SOUTH GILBERT STREET
IOWA CITY, IOWA, 52240
PHONE: 319-351-4282

DATE OF SURVEY:
12-19-2024

FOR COUNTY RECORDER'S USE

**SUBJECT TO DEDICATION OF OUTLOT
"A" STONEBROOK WITH ADDITION TO
CITY OF MOUNT VERNON, WHICH CITY
HAS NOT ACCEPTED**

SUBDIVIDER'S ATTORNEY:
LAURIE L. DAWLEY
238 4TH STREET SE
CEDAR RAPIDS, IOWA 52401

LEGEND AND NOTES

- CONGRESSIONAL CORNER, FOUND
 - PROPERTY CORNERS, FOUND (see notes)
 - PROPERTY CORNERS, SET
(DIP Iron Pin or yellow Plastic LS Dip
embedded with Nails)
 - OUT "A"
 - PROPERTY LINE BOUNDARY LINES
 - CONGRESSIONAL SECTION LINES
 - RIGHT-OF-WAY LINES
 - LOT LINES, INTERNAL
 - LOT LINES, EXTERNAL OR BY BEED
 - EASEMENT LINES, WIDTH & PURPOSE NOTED
 - EXISTING EASEMENT LINES, PURPOSE NOTED
 - MEASURED DIMENSIONS
 - RECORDED DIMENSIONS
 - CURVE SEGMENT NUMBER
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS
METER ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET.

CURVE SEGMENT TABLE

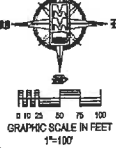
CURVE	DELTA	RADIUS	LENGTH	ARC	BEARING
C1	242.21	33.00	11.11	11.11	N45°11'21"
C2	61.32	33.00	3.33	3.33	N88°37'21"
C3	61.32	33.00	3.33	3.33	S45°11'21"W
C4	117.27	33.00	6.67	6.67	S45°11'21"W
C5	173.22	33.00	10.00	10.00	S45°11'21"W
C6	229.17	33.00	13.33	13.33	S45°11'21"W
C7	285.12	33.00	16.67	16.67	S45°11'21"W
C8	341.07	33.00	20.00	20.00	S45°11'21"W
C9	397.02	33.00	23.33	23.33	S45°11'21"W
C10	452.97	33.00	26.67	26.67	S45°11'21"W

REQUIRED BACKSIGHT IDENTIFICATION TABLE

LABEL	DESCRIPTION
1	15 FOOT MINIMUM FRONT YARD BACKSIGHT LINE (TYPICAL)
2	15 FOOT STREET SIDE YARD BACKSIGHT LINE (TYPICAL)
3	5 FOOT MINIMUM INTERIOR SIDE YARD BACKSIGHT LINE (TYPICAL)
4	30 FOOT REAR YARD BACKSIGHT LINE (TYPICAL)

EASEMENT IDENTIFICATION TABLE

LABEL	DESCRIPTION
1	15.00 FOOT WIDE PUBLIC UTILITY EASEMENT
2	20.00 FOOT WIDE DRAINAGE EASEMENT
3	20.00 FOOT WIDE DRAINAGE EASEMENT (CENTERED)
4	12.00 FOOT WIDE DRAINAGE EASEMENT
5	25.00 FOOT WIDE DRAINAGE EASEMENT
6	6.00 FOOT WIDE GANTRY SEWER EASEMENT
7	10.00 FT 36.00 FOOT WIDE PUBLIC UTILITY EASEMENT
8	10.00 FT 36.00 FOOT WIDE GANTRY SEWER EASEMENT
9	18.00 FOOT WIDE STORM SEWER EASEMENT (CENTERED)
10	10.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT
11	STORM SEWER AND DRAINAGE EASEMENT
12	40.0 FOOT SEWER, BANTARY BEWER, WATERMAIN EASEMENT
13	17.0 FOOT SEWER AND UTILITY EASEMENT
14	25.0 FOOT SEWER, DRAINAGE AND UTILITY EASEMENT
15	15.0 FOOT SEWER AND UTILITY EASEMENT



LINE SEGMENT TABLE

LINE	LENGTH	BEARING
L1	40.00	N88°37'21"E
L2	18.81	N88°37'21"E
L3	20.00	N01°20'43"W
L4	20.00	N01°20'43"W
L5	20.00	N01°20'43"W

NOTE: A MINIMUM LOW OPENSING HAS BEEN ESTABLISHED FOR
L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23, L24, L25, L26, L27, L28, L29, L30, L31, L32, L33, L34, L35, L36, L37, L38, L39, L40, L41, L42, L43, L44, L45, L46, L47, L48, L49, L50, L51, L52, L53, L54, L55, L56, L57, L58, L59, L60, L61, L62, L63, L64, L65, L66, L67, L68, L69, L70, L71, L72, L73, L74, L75, L76, L77, L78, L79, L80, L81, L82, L83, L84, L85, L86, L87, L88, L89, L90, L91, L92, L93, L94, L95, L96, L97, L98, L99, L100.

THE SUBDIVISION DOCUMENTS CONTAIN THE MINIMUM LOW
OPENSING ELEVATION THAT IS REQUIRED FOR EACH LOT.

A COPY OF THESE DOCUMENTS ARE AVAILABLE AT THE COUNTY
RECORDER'S OFFICE.

LOT 4 CONTAINS 3.81 ACRES, AND IS TO BE DEDICATED TO
THE CITY OF MOUNT VERNON FOR PUBLIC RIGHT-OF-WAY
FOR 3RD STREET SW, 17TH AVENUE S AND PARK VIEW
COURT

LOT 6 CONTAINS 0.10 ACRES, AND IS TO BE DEDICATED TO
THE CITY OF MOUNT VERNON FOR PUBLIC RIGHT-OF-WAY
FOR 8TH STREET SW.

FOUND PROPERTY MONUMENTATION TABLE

LABEL	DESCRIPTION
50	FOUND 1"2" REBAR W/ YELLOW PLASTIC LS CAP #947
51	FOUND 1"2" REBAR W/ YELLOW PLASTIC LS CAP #1327
52	FOUND 1"2" REBAR W/ YELLOW PLASTIC LS CAP #185
53	FOUND 1"2" REBAR W/ YELLOW PLASTIC LS CAP #17818

I hereby certify that this land surveying document was prepared and
the related survey work was performed by me or under my direct
personal supervision and that I am a duly Licensed Professional Land
Surveyor under the laws of the State of Iowa.

RICHARD R. NOWOTNY
P.L.S., Iowa Lic. No. 17916
My license renewal date is December 31, 20__

Print or attach covered by this seal:

SEAL

**MOUNT VERNON
LINN COUNTY
IOWA**

MMS CONSULTANTS, INC.

Designed by: JDM
Checked by: RBN
Scale: 1"=100'
Date: 08-05-2024
Project No: IOWA CITY
8284-010

**FINAL PLAT
STONEBROOK
10TH ADDITION**

DATE: 08-05-2024
DRAWN BY: JDM
CHECKED BY: RBN
SCALE: 1"=100'
PROJECT NO: IOWA CITY
8284-010

**LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS**

1917 S. GILBERT ST.
IOWA CITY, IA 52242
(319) 351-4282
WWW.MMSCONSULTANTS.COM

**CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS**

22.57 ACRES TOTAL

AGENDA ITEM # G – 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: Resolution #3-3-2025C

ACTION: Motion

SYNOPSIS: As mentioned in the previous agenda item, there was a small deviation made to the configuration of lot's 20 and 21 from the preliminary plat. Lots 20 and 21 have shifted to the east and changed the boundary of Outlot A (stormwater detention area). Outlot A was dedicated to the city during the approval of the 8th Addition. The City must approve a quit claim deed to return the portion of Outlot A that was adjacent to the east side of Lot 21. In turn, the developer is dedicating new ground to the city on the west side of Lot 20. In short, they shifted the lots from the west side of the cul-de-sac to the east.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #3-3-2025C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

RESOLUTION NO. #3-3-2025C

**RESOLUTION APPROVING QUIT CLAIM DEED TO OUTLOT A OF STONEBROOK
8TH ADDITION TO THE CITY OF MOUNT VERNON, IOWA**

WHEREAS, a Development Agreement for Stonebrook 7th thru 10th Additions to the City of Mount Vernon, Linn County, Iowa, was last amended and approved by the Mount Vernon City Council on September 22, 2022;

WHEREAS, Outlot A of the Final Plat of Stonebrook 8th Addition is designated as a stormwater management area "To be Dedicated to the City of Mount Vernon";

WHEREAS, the City of Mount Vernon will accept dedication of stormwater management areas for Stonebrook 7th-11th Additions upon completion of all phases;

WHEREAS, the developer has proposed an amendment to the boundaries of Outlot A from the Final Plat of Stonebrook 8th Addition;

WHEREAS the amendment is demonstrated on the Final Plat of Stonebrook 10th Addition, attached hereto as Exhibit A; by the identification of Outlot C for stormwater management and Outlot E as a public trail;

WHEREAS, the City Engineer and City Attorney have reviewed the Final Plat and find said revision acceptable;

WHEREAS, the Final Plat of Stonebrook 8th Addition and associated documents were recorded by the Linn County Recorder on November 28, 2018, in Book 10249, page 199-121;

NOW, THEREFORE, BE-IT RESOLVED: That the City Council does hereby approve a Quit Claim Deed to Outlot A of Stonebrook 8th Addition of Mount Vernon, Iowa; as shown in Exhibit "B" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 3rd day of March, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

Exhibit A

(See Attached)

Exhibit B

(See Attached)

Prepared by/Return to: Laurie L. Dawley, Shuttleworth & Ingersoll, P.L.C., 235 6th Street SE, Cedar Rapids, IA 52401; 319-365-9461

Address Tax Statement to: Stonebrook Development Company, Inc., 13225 Circle Dr., Suite A, Anamosa, IA 52205

QUIT CLAIM DEED

For valuable consideration, the City of Mount Vernon, Iowa does hereby quit claim to Stonebrook Development Company, Inc. f/k/a BBAJ Inc. all of its right, title, interest, claim and demand in and to the following described real estate in Linn County, Iowa:

**Outlot "A" of Stonebrook 8th Addition to Mount Vernon, Linn County,
Iowa**

This deed is exempt from transfer tax and the declaration of value and groundwater hazard statement requirements pursuant to Iowa Code section 428A.2(21).

Words and phrases in this deed, including the acknowledgment(s), shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Date: _____, 2025

City of Mount Vernon, Iowa

By: _____
Thomas M. Wieseler, Mayor

Attest:

By: _____
Chris Nosbich
City Administrator

STATE OF IOWA, _____ COUNTY, ss:

On this ____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Thomas M. Wieseler and Chris Nosbisch, to be personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public

AGENDA ITEM # G – 4

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: Resolution #3-3-2025D

ACTION: Motion

SYNOPSIS: The 2024 Watermain Replacement Project is now complete. Ferguson Waterworks completed the project for \$678,641.20. The retainage of \$33,932.06 will be released after the mandatory thirty day waiting period.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #3-3-2025D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

RESOLUTION #3-3-2025D

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE
2024 WATER METER REPLACEMENT PROJECT WITH FERGUSON
WATERWORKS**

WHEREAS, on May 6, 2024, the City of Mt. Vernon entered into a contract with Ferguson Waterworks for the 2024 Water Meter Replacement Project, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the 2024 Water Meter Replacement Project, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Engineer's report, and

WHEREAS, the contractor has completed all deliveries and payment has been received.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:

Section 1. That report recommending approval of said improvements from the City of Mt. Vernon is hereby accepted as having been fully completed in accordance with said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$678,641.20.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$33,932.06 be released to Ferguson Waterworks upon completion of the mandatory waiting period.

PASSED and ADOPTED this 3th day of March, 2025.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MARCH 3, 2025

REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	15,217.00
LINN CO-OP OIL CO	FUEL TANKS-PW FACILITIES	14,100.00
US BANK	CREDIT CARD CHARGES-ALL DEPTS	10,124.37
BIG RIGGER BUILDERS, INC	SILVERADO OUTFITTING-FD LEVY	9,993.55
ALLIANT ENERGY	ENERGY USAGE-SEW	7,548.79
OPN ARCHITECTS	EARLY CHILDHOOD CENTER STUDY	7,056.18
JEO CONSULTING	DOWNTOWN STREETScape-LOST III	6,308.00
ALLIANT ENERGY	ENERGY USAGE-WAT	5,731.69
IOWA SOLUTIONS INC	COMPUTER EQUIP-LBC	5,375.63
LINN CO-OP OIL CO	FUEL-PW	5,308.16
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	5,244.65
ALLIANT ENERGY	ENERGY USAGE-LBC	4,911.87
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	3,133.13
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW	2,363.34
ALLIANT ENERGY	ENERGY USAGE-PD	1,558.86
ALLIANT ENERGY	ENERGY USAGE-FD	1,428.42
PITNEY BOWES	METER POSTAGE-ALL DEPTS	1,000.00
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	897.11
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	648.30
IOWA LAW ENFORCEMENT ACADEMY	TRAINING-PD	500.00
FELD FIRE	EQUIP REPAIR-FD	471.00
THE GAZETTE	SUBSCRIPTION-ALL DEPTS	457.60
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-LBC	447.07
MEDIACOM	PHONE/INTERNET-CITY HALL	425.68
ALLIANT ENERGY	ENERGY USAGE-P&REC	405.00
TASC	FSA ADMIN FEE-ALL DEPTS	328.86
AMAZON CAPITAL SERVICES	SUPPLIES-PW	291.86
BARNYARD SCREEN PRINTER LLC	WRESTLING SUPPLIES-P&REC	234.00
ALLIANT ENERGY	ENERGY USAGE-SIRENS	222.79
ALLIANT ENERGY	ENERGY USAGE-PW	177.59
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	166.30
MATT SIDERS	MILEAGE-P&REC,LBC	129.50
ALLIANT ENERGY	ENERGY USAGE-POOL	122.24
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	108.35
RC TECH	EQUIP REPAIR-LBC	103.36
ALEX VOLKOV	FITNESS MEMBERSHIP-WAT,SEW	100.00
ALLIANT ENERGY	ENERGY USAGE-P&A,RUT,WAT,SEW	96.80
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-CITY HALL	80.00
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	64.45
TERMINIX PRESTO-X	PEST CONTROL-VC	55.00
AMAZON CAPITAL SERVICES	MARKETING-LBC	49.95
MIDWEST WHEEL CO	VEHICLE MAINT-FD	48.26
MOUNT VERNON BANK & TRUST CO	ACH RETURN-WAT,SEW,SW	41.22
ALEX VOLKOV	UNIFORMS-WAT,SEW	39.99
ALLIANT ENERGY	ENERGY USAGE-SW	33.47
ALLIANT ENERGY	ENERGY USAGE-CEM	22.69
TOTAL		113,280.85
FUND EXPENSE TOTALS		
SOLID WASTE		17,303.07
PW FACILITIES		14,100.00
GENERAL FUND		13,984.33
LBC		12,865.74
SEWER FUND		12,213.05
WATER FUND		10,625.09

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MARCH 3, 2025

CIP/FIRE DEPT/TAX LEVY	9,993.55
ROAD USE TAX FUND	8,684.68
LOST III COMMUNITY CENTER	7,056.18
LOST III UR & STREETScape	6,308.00
STORM WATER FUND	147.16
TOTAL	113,280.85

AGENDA ITEM # J – 2

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Change Order #7 – 2024 Pool Improvement Project
ACTION:	Motion

SYNOPSIS: Woodruff Construction has submitted a proposed change order in the amount of \$157,368.57. Change order #7 was prepared at the request of staff, and would complete necessary repairs to the bathhouse, office area and chemical rooms. These improvements were left off the original bid due to the relative unknowns of the basin repair costs.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

1890 Kountry Lane
Fort Dodge, IA 50501
(515) 576-1118
Fax (515) 955-2170

2/17/2025

Kyle McCawley
Water Edge Aquatic Design
1153 Southwest Blvd 202
Kansas City, KS 66103

RE: Mt Vernon Pool Renovations
919 2nd Ave N, Mt Vernon, IA 52314

SUBJ: Potential Change Order #7

Dear Mr. Nosbisch:

Per your instruction during the walk through, we are proposing the following:

- Renovate the main building including MEPs and Architectural
- Renovate the building south of the pool including MEPs and Architectural
- A more detailed list is attached below indicating the quantities that this proposal includes.

Our total price to perform the subject changed work is \$157,368.57 All supporting documentation is attached.

The schedule analysis determines the resulting changed activity sequence to add 10 WORKING DAYS to the project. This cost is included in the above price.

Your written approval is required as soon as possible to avoid delays. Action after that date will result in additional costs and added time, which will then be added to the above price.

When this potential change order is signed by the Owner and a copy is returned to the contractor, approval of change(s) is effective IMMEDIATELY and we will proceed with the change(s) described above. Approved changes will be included in a future contract change order. If you require additional clarification, please contact me. Thank you for your prompt response.

Sincerely,

WOODRUFF CONSTRUCTION, LLC.



Besnik Mucogllava
Project Manager

cc: File

_____/_____
Owner Approval / Date

_____/_____
Architect Approval / Date





100% Employee Owned

WOODRUFF CONSTRUCTION, INC

1890 KOUNTRY LANE, FORT DODGE, IA 50501
Ph : (515)576-1118 Fax: 515-955-2170

Change Request # CAR 7 Price Breakdown

Description: Walkthrough Items

Description	Quantity	Unit	Unit Price	Price
Field Coordinations	2.00	HR	\$100.00	\$200.00
Remove bathroom accessories	8.00	HR	\$67.94	\$543.52
Remove steel cover	6.00	HR	\$67.94	\$407.64
Remove doors and frames	24.00	HR	\$67.94	\$1,630.56
Remove CMU wall for new door opening and prep it to receive the new door	24.00	HR	\$67.94	\$1,630.56
Remove window trim, soffit and fascia	24.00	HR	\$67.94	\$1,630.56
Remove vinyl flooring and install new one	1.00	ls	\$1,517.80	\$1,517.80
Haul out debris	8.00	HR	\$67.94	\$543.52
Dumpster fees	2.00	ea	\$550.00	\$1,100.00
Install siding at the pool house	32.00	hr	\$76.16	\$2,437.12
Install siding at the South and main building	152.00	hr	\$76.16	\$11,576.32
Install the soffit at the South building	80.00	hr	\$76.16	\$6,092.80
Install fascia at the South building	24.00	hr	\$76.16	\$1,827.84
Vinyl Siding, metal soffit and fascia materials	1.00	ls	\$5,169.00	\$5,169.00
Install door frames	24.00	HR	\$76.16	\$1,827.84
Install doors and hardware	30.00	HR	\$76.16	\$2,284.80
Door frames, doors and hardware materials	1.00	ls	\$16,140.00	\$16,140.00
Install bathroom accessories	16.00	HR	\$76.16	\$1,218.56
Bathroom accessories materials	1.00	ls	\$2,100.00	\$2,100.00
Patch and prep hard lid ceilings	60.00	HR	\$76.16	\$4,569.60
Paint hard lid ceilings	32.00	HR	\$76.16	\$2,437.12
Prep and paint floorings	48.00	HR	\$76.16	\$3,655.68
Paint exterior main building	80.00	hr	\$76.16	\$6,092.80
Paint materials	1.00	ls	\$2,300.00	\$2,300.00
Install steel cover	8.00	hr	\$76.16	\$609.28



100% Employee Owned

WOODRUFF CONSTRUCTION, INC

1890 KOUNTRY LANE, FORT DODGE, IA 50501
 Ph : (515)576-1118 Fax: 515-955-2170

Change Request # CAR 7
 Price Breakdown

Description: Walkthrough Items

Description	Quantity	Unit	Unit Price	Price
Steel cover material	1.00	ls	\$1,100.00	\$1,100.00
install the partition for changing	40.00	hr	\$76.16	\$3,046.40
Cost for the partition	1.00	ls	\$4,000.00	\$4,000.00
PLUMBING/PLEVA MECHANICAL	1.00	ls	\$52,790.90	\$52,790.90
Subtotal:	0.00		55,780.32	0.00
				140,480.22
O&P on self-performed			\$55,780.32	15.00%
O&M on subs and materials			\$84,699.90	5.00%
Bonds & Insurance			\$153,082.27	2.80%
Total:				\$157,368.57

1/16/25 Walk through items/Scope of work

1. MEPs

- Replace 7 water closets
- Replace 8 shower heads
- Replace 1 urinal
- Replace 6 wall hung lavatories
- Replace 19 surface mount lights
- Replace 3 wall packs (small)
- Replace 3 wall packs (large)
- Replace 2 hair dryers
- Replace 2 hand dryers
- Replace 2 AC wall mount units
- Demo MEPs

2. Architectural

- Replace 7 toilet paper holders
- Replace 6 24"x36" mirrors
- Replace 9 Soap dispensers
- Replace 3 sanitary napkin
- Provide and Install 1 baby changing station
- Replace bathroom partition (changing station)
- Replace the steel cover outside of the main building
- Remove and replace approximately 215 sf of siding at the main building
- Remove and replace 5 doors and 2 frames including the hardware
- Cut the CMU wall for the new opening and install a new door frame/door and hardware
- Replace misc. window trim at the building south of the pool
- Remove and replace vinyl flooring at Kate's office
- Provide and install new siding for the building south of the pool
- Provide and install new soffit for the building south of the pool
- Provide and install new fascia for the building south of the pool
- Patch and paint the hard ceilings
- Clean, prep and apply painting on the concrete floors
- Prep and paint exterior walls at the main building



2135 Sioux Avenue
Garner, IA 50438
Phone: 641-923-9205
Fax: 641-923-9235
melany@partitionsplusinc.com

Date: 2-7-25
Contractor: Woodruff
Project: Iowa Valley Mt Vernon
Attn: Besnik

PROPOSAL

SECTION: 102113 **ITEM:** toilet partitions **PRICE:** \$4,000.00 material only

Toilet partitions are solid plastic, 3 stalls

Terms & Conditions: Excludes All taxes. Return trips, cutouts
Price good for 30 days

Please sign and return one copy

Company Name: _____

ACCEPTED BY: _____

Date: _____

Signature: _____



Walsh Door & Security
2918 Industrial Park Road
Iowa City, IA 52240
Tel: 319-248-0114 Fax: 319-248-0116

Quote

Quote # : 455419
Quote Date : Feb 6, 2025
Expiration Date : Mar 8, 2025

Customer:
Woodruff Construction Co.
1890 Kountry Lane
Ft. Dodge, IA 50501-1830

Ship To:
Woodruff Construction
1890 Kountry Lane
Ft. Dodge, IA 50501
Attn: A/P 515-232-4535
Tel: (515) 576-1118 Fax: (515) 955-2170

Account Code : 1240
Terms : Net15
Customer Job # :
Salesperson : Nick Dufoe
Order Name : Mt. Vernon Pool House Renovation
Purchase Order # :
Shipped Via :

- Openings will need to be field verified before quote can proceed. Hinge locations and sizes will need to be confirmed. Handing will need to be confirmed.
- Quote is for material supply only, labor is excluded from Walsh Scope.
- Hardware prepared for standard commercial exterior hardware.

Qty Product Description

- 3 HMD LP 16 GA. A60 3070 F 1 3/4 LHR (C1; CAULK_TC; HNG_TDCL; LL3)
Openings: Line #1(3)
9 Hinges 5BB1 4 1/2 x 4 1/2 NRP 630
Openings: Line #1(9)
3 Lockset AUR 8822FL EMB LC V21 RH 626
Openings: Line #1(3)
3 Mortise Cylinder 2153 1 1/4" 1765.250 PARA KQY 626 (L-SHOP KEY STD)
Openings: Line #1(3)
3 Closer 4040XP SCUSH TBSRT AL
Openings: Line #1(3)
3 Kick Plate KP50 10" x 34" US32D
Openings: Line #1(3)
3 Gasketing 160 V 1 x 36" 2 x 84" SMS-TEKS 6 X 3/4"
Openings: Line #1(3)
3 Door Sweep 200 NA 36" SMS-TEKS 6 X 3/4"
Openings: Line #1(3)
3 Saddle Threshold 425 E 36" AL
Openings: Line #1(3)
3 Drip Cap 16 A 40" SMS-TEKS 6 X 3/4"
Openings: Line #1(3)
1 MISC -----
Line #1 ^^
Openings: Line #1
1 SU 16 A60 534 DBL 6070 KD H400 LH\RH (A30-(2); H1; RFB;)
Openings: Line #2



Walsh Door & Security
2918 Industrial Park Road
Iowa City, IA 52240
Tel: 319-248-0114 Fax: 319-248-0116

Quote

Quote # : 455419
Quote Date : Feb 6, 2025
Expiration Date : Mar 8, 2025

Customer:
Woodruff Construction Co.
1890 Kountry Lane
Ft. Dodge, IA 50501-1830

Ship To:
Woodruff Construction
1890 Kountry Lane
Ft. Dodge, IA 50501
Attn: A/P 515-232-4535
Tel: (515) 576-1118 Fax: (515) 955-2170

Account Code : 1240
Terms : Net15
Customer Job # :
Salesperson : Nick Dufoe
Order Name : Mt. Vernon Pool House Renovation
Purchase Order # :
Shipped Via :

Qty Product Description

- 8 Existing Opening Fastener (5" Dynabolt) (7000010)
Openings: Line #2(8)
- 1 HMD LP 16 GA. A60 3070 F 1 3/4 RHR (A03; C1; CAULK_TC; LL3)
Openings: Line #2
- 1 HMD LP 16 GA. A60 3070 F 1 3/4 LHR (CAULK_TC; MF3_FB12)
Openings: Line #2
- 6 Hinges 5BB1 4 1/2 x 4 1/2 NRP 630
Openings: Line #2(6)
- 1 Lockset AUR 8805FL RH 626 (L-SHOP KEY STD)
Openings: Line #2
- 1 Mortise Cylinder 2153 1 1/4" 1765.250 PARA KWy 626 (L-SHOP KEY STD)
Openings: Line #2
- 1 Closer 4040XP SCUSH TBSRT AL
Openings: Line #2
- 2 Flush Bolt FB458 12" US26D
Openings: Line #2(2)
- 1 Strike DP2 US26D
Openings: Line #2
- 1 Overhead Stop 904S US32D
Openings: Line #2
- 2 Protection Plate KP50 10" x 35" BEVEL 4 EDGES CSK US32D
Openings: Line #2(2)
- 1 Gasketing 160 V 1X72+2X84 SMS-TEKS 6 X 3/4"
Openings: Line #2
- 2 Door Sweep 200 NA 36" SMS-TEKS 6 X 3/4"
Openings: Line #2(2)
- 1 Saddle Threshold 425 E 72" AL
Openings: Line #2
- 1 Drip Cap 16 A 76" SMS-TEKS 6 X 3/4"
Openings: Line #2

Quote



Walsh Door & Security
2918 Industrial Park Road
Iowa City, IA 52240
Tel: 319-248-0114 Fax: 319-248-0116

Quote # : 455419
Quote Date : Feb 6, 2025
Expiration Date : Mar 8, 2025

Customer:
Woodruff Construction Co.
1890 Kountry Lane
Ft. Dodge, IA 50501-1830

Ship To:
Woodruff Construction
1890 Kountry Lane
Ft. Dodge, IA 50501
Attn: A/P 515-232-4535
Tel: (515) 576-1118 Fax: (515) 955-2170

Account Code : 1240
Terms : Net15
Customer Job # :
Salesperson : Nick Dufoe
Order Name : Mt. Vernon Pool House Renovation

Purchase Order # :
Shipped Via :

Qty Product Description

- 1 MISC -----
Line #2 ^^
Openings: Line #2
- 2 SU 16 A60 534 SGL 3070 KD H400 LH (A30-(2); H1; S;)
Openings: Line #3(2)
- 16 Existing Opening Fastener (5" Dynabolt) (7000010)
Openings: Line #3(16)
- 2 HMD LP 16 GA. A60 3070 F 1 3/4 RHR (C1; CAULK_TC; LL3)
Openings: Line #3(2)
- 6 Hinges 5BB1 4 1/2 x 4 1/2 NRP 630
Openings: Line #3(6)
- 2 Lockset AUR 8805FL RH 626 (L-SHOP KEY STD)
Openings: Line #3(2)
- 2 Mortise Cylinder 2153 1 1/4" 1765.250 PARA KWY 626 (L-SHOP KEY STD)
Openings: Line #3(2)
- 2 Closer 4040XP SCUSH TBSRT AL
Openings: Line #3(2)
- 2 Kick Plate KP50 10" x 34" US32D
Openings: Line #3(2)
- 2 Gasketing 160 V 1 x 36" 2 x 84" SMS-TEKS 6 X 3/4"
Openings: Line #3(2)
- 2 Door Sweep 200 NA 36" SMS-TEKS 6 X 3/4"
Openings: Line #3(2)
- 2 Saddle Threshold 425 E 36" AL
Openings: Line #3(2)
- 2 Drip Cap 16 A 40" SMS-TEKS 6 X 3/4"
Openings: Line #3(2)
- 1 MISC -----
Line #3 ^^



Walsh Door & Security
 2918 Industrial Park Road
 Iowa City, IA 52240
 Tel: 319-248-0114 Fax: 319-248-0116

Quote

Quote # : **455419**
 Quote Date : **Feb 6, 2025**
 Expiration Date : **Mar 8, 2025**

Customer:
 Woodruff Construction Co.
 1890 Kountry Lane
 Ft. Dodge, IA 50501-1830

Ship To:
 Woodruff Construction
 1890 Kountry Lane
 Ft. Dodge, IA 50501
 Attn: A/P 515-232-4535
 Tel: (515) 576-1118 Fax: (515) 955-2170

Account Code : 1240
 Terms : Net15
 Customer Job # :
 Salesperson : Nick Dufoe
 Order Name : Mt. Vernon Pool House Renovation

Purchase Order # :
 Shipped Via :

Qty Product Description
 Openings: Line #3

<u>Description</u>	<u>Price</u>
Pre-Tax Total	16,140.00
093 - IA-WEBSTER - 7%	1,129.80
094 - IA-WEBSTER L.OPT. - 0%	0.00
Quote Total	17,269.80

The above prices are quoted subject to acceptance prior to expiration date listed above and credit approval by an officer of our company. By accepting material you acknowledge that you have read and agree to the terms and conditions posted at www.WalshDoor.com/Terms. State and local taxes are not included unless specifically noted. Material will be billed proportionately as shipped. Full amount of invoice due when rendered, retainage is not acceptable. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite. Credit card fees may apply.



Beisser Lumber
 415 Westcor Drive
 Coralville, IA 52241
 Phone: (319)-545-7120

QUOTE
0001329877

Account: WOOD1600 0001
Branch: 40CV
Phone: (515)-576-1118
Fax: ()- -

Bill To: Woodruff Construction
 1890 Kountry Lane
 Fort Dodge, IA 50501

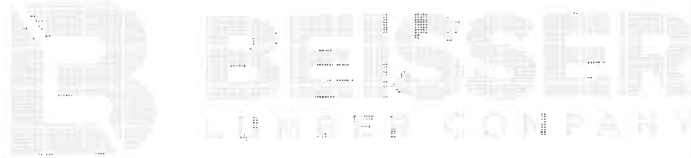
Ship To: Woodruff Construction
 General Purchases
 Fort Dodge, IA 50501

QUANTITY		UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
PO: Mt Vernon Siding Ref: Job:					
Activation Date: 02/10/25		Sales mickf	Type: Delivery	Ship Via:	
Close Date: 02/25/25		Agents Stoppeworth	Quoted For: Nico		
			Quoted By: pjs		
12	Each	** Soffit Group **		36.3090/Each	
12	Each	SYS316 White Solid Soffit Panel 12'		36.3090/Each	
6	Each	SYS316CV White Center Vent Panel 12'		16.2659/Each	
2	Each	RS White Reversible Starter 12'		21.7322/Each	
		MD White Divider Strip 12'			
		** Group Total **			1,012.48
		** Siding Group **			
224	Each	Certaineed .044 D/4 Dutchlap		11.65/Each	
15	Each	Certaineed J-Channel 3/4 White D4		7.36/Each	
2	Each	Certaineed F-Channel (RS) 3/4 White		19.42/Each	
10	Each	Certaineed Undersill 3/4 White		8.59/Each	
5	Each	Certaineed Dual Undersill 3/4 White		19.53/Each	
2	Each	Certaineed OSC 3/4 White		24.59/Each	
10	Each	2-1/2"x10' Metal Starter Strip		7.0470/Each	
		** Group Total **			3,062.04
		** Fascia Group **			
24	Each	SL6 White Fascia Cover 12'		21.0938/Each	
		** Group Total **			506.25
		** Fasteners & Mounting Blocks Group **			
1	Each	Allowance: Fasteners & Mounting Blocks		250.00/Each	
		Allowance for nails, screws, caulking, and mounting blocks			
		** Group Total **			250.00
Subtotal					4,830.77
IA, Webster, Fort Dodge					338.16
<p>Quote Disclaimer: Please review carefully as we agree to furnish only the items listed above. After 30 days from date, acceptance of order under this estimate is optional. Sales Tax rate subject to change based off job address. Clerical errors subject to correction.</p>					



QUOTE
0001329877

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
		<p>Return Policy:</p> <ul style="list-style-type: none"> - Stock material can be returned up to 180 days after invoicing. - All returns must be clean, uncut, no visible defects, and suitable for resale. Non-Sellable material will be disposed of. - Beisser Lumber reserves the right to inspect material before issuing credit. - Product sold in bundle, package, carton, pair, or set quantities must be returned in same quantities & unopen. - Non-stock items, IF accepted for credit, a minimum 25% return charge will be assessed. NOTE: Substantial time delay when processing these credits, since we must first return the items to our supplier. Supplier will also inspect items before a credit can be processed. Delay times of three or more weeks are not unusual. - Windows, Doors, & Prefinished Trim cannot be returned. - Our return policy is subject to change without notice. 		



Payment Terms:
Due 10th of Following Month

Total: **\$5,168.93**

Pleva Mechanical Inc.



Pleva Mechanical Inc.
13420 Bittersweet Rd
Woodward, IA 50276

Tel. 515.438.2279
info@plevamechanical.com
EIN 42-1165700

QUOTE NO. 201

Date: 02/11/2025
Site: Mt Vernon Aquatic center
Valid For: 30 Day(s)
Valid Until: 03/12/2025

Niko Mucogllava
Woodruff Construction Iowa City
412 Highland Avenue
Iowa City IA 52240

Description

We are pleased to provide and install the following for the Mt. Vernon Bathhouse project. Items listed below specifically included.

- (7) water closets (Kohler floor mounted stools, with sloan royal flushometers)
- (8) Bradley Wall mounted stainless steel showers
- (1) Kohler floor Mounted Urinal with sloan royal flushometer
- (6) wall hung lavatories and Accessories (Kohler bardon with commercial wristblade faucets)
- Lavatory accessories
- Miscellaneous pipe, valves, and fittings
- Plumbing and electrical Demo
- (19) Surface mount lights
- (3) small wall packs
- (3) larger wall packs
- (2) hair dryers
- (2) Hand dryers

Excludes

- Dumpsters
- Painting
- Concrete cutting and patching
- flooring
- Sheetrock repair
- Roofing
- Framing
- Block work

Projects - MECHANICAL

Part.#	Item	Quantity	Unit Price	Total
	Electrical	1.00	\$18,150.00	\$18,150.00
	Plumbing Fixtures and material	1.00	\$20,287.30	\$20,287.30
	Mileage	1.00	\$1,161.60	\$1,161.60
	Travel	1.00	\$2,992.00	\$2,992.00
	Standard Labor	120	\$85.00	\$10,200.00
Sub-Total ex Tax				\$52,790.90

Pleva Mechanical Inc.



Pleva Mechanical Inc.
13420 Bittersweet Rd
Woodward, IA 50276

Tel. 515.438.2279
info@plevamechanical.com
EIN 42-1165700

QUOTE NO. 201

Labor	\$10,200.00
Materials	\$42,590.90
Sub-Total ex Tax	\$52,790.90
Tax	\$0.00
Total inc Tax	\$52,790.90



TERMS AND CONDITIONS

GENERAL:

1. Pleva Mechanical agrees to perform all work in a careful and workman-like manner and to furnish only materials of good quality.
2. The customer will provide reasonable access to all areas and equipment, and will allow Pleva Mechanical to stop and start equipment as may be necessary to fulfill the terms of the project.
3. All work will be performed during normal working hours, 8:00 AM to 5:00 PM, Monday through Friday.
4. The customer will promptly pay invoices upon receipt. Should a payment become thirty (30) days or more delinquent, Pleva Mechanical may stop all work under this project without notice and/or cancel this project, and the entire project shall become due and payable immediately upon demand.
5. In addition to any price specified on the face hereof, the customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Pleva Mechanical on behalf of the customer whether such tax shall be local, state, or federal in nature.
6. In the event Pleva Mechanical must commence legal action in order to recover any amount payable under this Agreement, the customer shall pay Pleva Mechanical all court costs and attorney's fees incurred by Pleva Mechanical.
7. Any legal action relating to this agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. This Proposal is valid for a period of 30 days after issuance.
9. Any balance unpaid after 30 days shall bear a FINANCE CHARGE computed by a "periodic rate" of 1.5% per month, which is an ANNUAL PERCENTAGE of 18%.

LIMITATIONS OF LIABILITY AND INDEMNITIES:

1. Pleva Mechanical will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond Pleva Mechanical's reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall Pleva Mechanical or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. No other warranty expressed or other liability is given and no other affirmation of Pleva Mechanical, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expenses or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Pleva Mechanical.
4. Pleva Mechanical warrants materials only to the extent and for the time period said materials are warranted to Pleva Mechanical by the manufacturer (s) of the same. Pleva Mechanical's liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by Pleva Mechanical.



**SHERWIN
WILLIAMS.**

Mount Vernon Pool House

**WOODRUFF
CONSTRUCTION CO**

February 05, 2025

Quote ID: 7669984
Quote Date: 2/04/2025
Quote Expiration: 3/04/2025

SHERWIN-WILLIAMS
3225 5TH AVE S
FT DODGE, IA 50501 6403
(515) 576-7122

Dear Besnik (Niko) Mucogllava:

Thank you for considering Sherwin-Williams products for the Mount Vernon Pool House project. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at +1 (319) 631-2036 or e-mail me at ethan.d.marolf@sherwin.com.

Ethan Marolf
SALES- Sales Representative PC Commercial

13196312036
ethan.d.marolf@sherwin.com



ACCOUNT # 6601-0599-0
 Mount Vernon Pool House
 QUOTE # 7669984
 VALID FROM: FEB 04, 2025 - MAR 04, 2025

PROJECT: Mount Vernon Pool House

Purchase Type: Annual Purchase

Description	Class #	Sales #	Rex #	Size	Gallons/ Units	Price Per Gallon/ Unit	Extended Price
MACROPOXY 646 FAST CURE EPOXY MILL WHITE 2- GALLON KIT	1817278	620211508	I58W00610	WB	1	\$180.00	\$180.00
SHARKGRIP 3.2OZ ADD	5050018	650712276	50.155004	EACH	1	\$7.90	\$7.90

Comments: 2 per kit.

Total Price: \$187.90

All prices are per gallon/unit

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

AGENDA ITEM # J – 3

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Financial Software Package
ACTION:	Motion

SYNOPSIS: Tyler Technology (financial management/billing software) informed staff that the City's version of its financial/billing software program would no longer be functional beyond 2026 without upgrading to a newer version. The one-time costs necessary for the transition of programs is \$61,569, along with an annual maintenance fee of \$28,192.

BUDGET ITEM: All Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Mt. Vernon, Iowa.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services



attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted.

- 1.1 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as

listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.

You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date we make the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT**

NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings

and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes**. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination**. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will 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. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify**. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors**. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment**. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure**. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries**. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Quarantining of Client Data.** Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
 Schedule 1: Migration Modules
- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
 Schedule 1: Support Call Process
- Exhibit D Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Mt. Vernon, Iowa

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Mt. Vernon
213 1st Street NW
Mount Vernon, IA 52314-1698

Attention: _____





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
 City of Mt. Vernon
 213 1st St NW
 Mount Vernon IA 52314-1698
 Marsha Dewell
 +1 (319) 895-8742,,103
 mdewell@cityofmtvernon-ia.gov

Quoted BY Adam Pfaff
 Quote Expiration 3/19/25
 Quote Name Fundbalance to ERP PRO
 10 migration

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture with Disbursements	\$ 3,938	\$ 0	\$ 3,938
Core Financials	\$ 8,356	\$ 1,671	\$ 6,685
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 900	\$ 3,598
Employee Access Pro	\$ 0	\$ 0	\$ 0
Employee Access Pro Time & Attendance	\$ 1,000	\$ 0	\$ 1,000
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	\$ 7,713	\$ 1,543	\$ 6,170
Additional Handheld Meter-Reader Interface	\$ 1,929	\$ 579	\$ 1,350
Cashiering	\$ 2,443	\$ 244	\$ 2,199
Utility Access	\$ 612	\$ 0	\$ 612
Tyler One			
Identity			

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Workforce Direct	\$ 0	\$ 0	\$ 0
Content Manager Suite			
Content Manager Core	\$ 2,733	\$ 273	\$ 2,460
TOTAL:	\$ 33,222	\$ 5,210	\$ 28,012

Tyler Fees per Transaction		Net Unit Price
Description		
ERP Pro		
ERP Pro 10 Financial Management Suite		\$ 0.00
AP Automation Disbursements		

Payments										
	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Tyler One										
Utility Access Payments Bundle	Utility Billing		3.70%	\$ 2.50				X	X	
Payments - Other Fees										
Tyler One										
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost per card transaction with Visa, MasterCard, Discover, and American Express when applicable.
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments EMV Card Reader Purchase	1	\$ 0	\$ 529	\$ 0
TOTAL:			\$ 529	\$ 180

Services			
Description	Hours/Units	Extended Price	
ERP Pro 10 Financial Management Suite			
Project Management	1	\$ 1,400	
Professional Services	260	\$ 30,680	
Data Conversion Services		\$ 0	
ERP Pro 10 Customer Relationship Management Suite			
Project Management	1	\$ 1,400	
Professional Services	192	\$ 23,400	
Data Conversion Services		\$ 0	
Content Manager Suite			
Professional Services	32	\$ 4,160	
TOTAL:			\$ 61,040

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 28,012
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 61,040	
Summary Total	\$ 61,569	\$ 28,192
Contract Total	\$ 89,761	

Comments

Utilities Data Conversion Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Financial Management Data Conversion Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included. Human Resources Management / Payroll Data Conversion Human

Human Resources Management / Payroll Data Conversion Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history 1

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Workforce Direct

The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information.

AP Automation Capture with Disbursements

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Utility Access	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
Human Resources Management / Payroll Data Conversion	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
AP Automation Disbursements	Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found at https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Utilities Data Conversion Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Financial Management Data Conversion Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included. Human Resources Management / Payroll Data Conversion Human

Human Resources Management / Payroll Data Conversion Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history 1
Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Workforce Direct

The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information.

AP Automation Capture with Disbursements

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Utility Access	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
Human Resources Management / Payroll Data Conversion	Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
AP Automation Disbursements	Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found at https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____



**Exhibit A
Schedule 1
Migration Modules**

Fundbalance:

- Accounts Payable
- General Ledger
- Remittance
- System Support
- Payroll
- TylerU
- UB Meter Interface
- Utility Billing



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. **Other Tyler Software and Services.**
 - 2.1 **VPN Device:** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.



- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current

Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D Third Party Terms

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services requires inclusion of a Cornerstone Statement of Work.

DigEplan Pro Terms. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://learn.envisio.com/Envisio_MasterServicesAgreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By



signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

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Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

AGENDA ITEM # J – 4

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	V&K Invoice#51378-5
ACTION:	Motion

SYNOPSIS: The invoice is in the amount of \$13,004.50 for the design of Rachel Street public improvements.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Invoice

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025



STATEMENT OF PROFESSIONAL SERVICES

City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

February 21, 2025
Invoice No: 51378 - 5

Project Manager Dave Schechinger

Engineering services for Rachel Street Preliminary Design

Professional Services from January 19, 2025 to February 15, 2025

Professional Personnel

	Hours	Rate	Amount	
Engineer I-A	3.00	237.00	711.00	
Engineer II-A	22.00	198.00	4,356.00	
Engineer VI	26.00	140.00	3,640.00	
Engineer X	10.00	106.00	1,060.00	
Technician I	23.00	122.00	2,806.00	
Technician VI	5.00	80.00	400.00	
Totals	89.00		12,973.00	
Total Labor				12,973.00
Unit Billing				
Mileage			31.50	
Total Units			31.50	31.50
		Total this Invoice		\$13,004.50

AGENDA ITEM # J – 5

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: Memorial Bench

ACTION: Motion

SYNOPSIS: Ed Sauter’s family has requested consideration of naming a memorial bench near the trail in Sauter Park. The benches that are currently located adjacent to the trail were purchased by the city. In the past, the city has asked the family to donate an amount equal to the cost of the bench purchase in order to have it commemorated in memory of a loved one.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

AGENDA ITEM # J – 6

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Set Public Hearing Date
ACTION:	Motion

SYNOPSIS: Staff is asking Council to establish a public hearing date for April 7, 2025 for budget amendment #1 to the fiscal year 2024-2025 budget.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

AGENDA ITEM # J – 7

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Carrico Aquatic Resource
ACTION:	Motion

SYNOPSIS: Carrico Aquatic Resource provides the city with chlorine and other chemicals for the municipal pool. The annual cost of supplying pool chemicals is \$15,900 for the 2025 season. This is a slight increase of \$500 over the previous season.

BUDGET ITEM: Pool

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147
www.carricoaquatics.com

February 20, 2025

Christian Andrews
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

RE: Water Management Assistance Program Renewal

Dear Christian,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services and we look forward to doing so again in 2025.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided, if applicable.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147
www.carricoaquatics.com

OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") effective as of the date of Carrico's signature (Effective Date) is between the City of Mount Vernon (the "Owner"), whose address is 213 First Street NW, Mount Vernon, Iowa 52314 and Carrico Aquatic Resources, Inc. ("Carrico"), a Wisconsin company whose address is 720 N. Parkway, Jefferson, Wisconsin 53549.

RECITALS

Whereas, Owner is the Owner of an aquatic facility as described in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desires to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico, in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless otherwise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following:

- 1.1 Water treatment equipment (subject to change) needed to maintain pool chemistry per Iowa state code including:
 - (1) Pulsar Precision Feeder
- 1.2 Chemicals needed to maintain the pool(s) as required per Iowa state code
- 1.3 Operator training on actual water treatment systems and equipment
- 1.4 Delivery of chemicals F.O.B. from closest point
- 1.5 Season start-up of water treatment equipment and fourteen (14) point water analysis every 4-6 weeks
- 1.6 Recommendations for changes in water chemistry parameters and/or operations
- 1.7 Routine visits to check equipment and chemical inventory and to review pool logs
- 1.8 Remote monitoring of Controllers (if applicable)
- 1.9 Phone conferences for troubleshooting

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Iowa's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this Agreement, at the rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico a minimum of fourteen (14) days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 2.6 Owner assumes and shall bear the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time, place and manner of the performance of maintenance that is Carrico's responsibility under this Agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide equipment, chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Iowa's Department of Public Health Guidelines.
- 3.3 Provide technical assistance in the installation said equipment and provide operator training and manuals at time agreed upon by both parties.
- 3.4 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for equipment, chemicals, operator training and routine visits is fifteen thousand nine hundred and no/100 dollars (\$15,900.00) for 2025.
- 4.2 Owner shall pay Carrico three thousand nine hundred seventy-five and no/100 dollars (\$3,975.00) due on the first day of May, June, July and August for the 2025 pool season.
- 4.3 There will be a one time charge per season of four hundred and no/100 dollars (\$400.00) to cover all deliveries and is subject to change.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment.
- 5.2 This is a one year minimum Agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.3 This Agreement time period is for the 2025 swimming season.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate this Agreement, must do so in writing no later than thirty (30) days from the anniversary of the original signing of the Agreement, of any given year.
- 6.2 If Owner terminates the Agreement within the first year or between anniversary dates in subsequent years, a five hundred and no/100 dollar (\$500.00) fee, per pool and/or spa as designated in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty (30) days of termination of Agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this Agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this Agreement in a timely manner;
 - Perform routine visits to named Facilities;
 - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention to Owner contact in signature block below, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa.
- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour while on-site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool(s), cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller(s), adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: AUTHORIZATION

	CARRICO AQUATIC RESOURCES, INC.	CITY OF MOUNT VERNON - OWNER
Signature		
Print Name	Matt Carrico	
Title	President	
Date		

Purchase Order _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 240,000 gallon pool

AGENDA ITEM # J – 8 thru J - 14

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Resolution #2-19-2025E
ACTION:	Motion

SYNOPSIS: Items 8-14 identify the tax increment financing reimbursement certification for each phase of the Spring Meadow Heights and Stonebrook subdivisions. Just over 37% of the certified amount will be reserved for the low to moderate income fund.

BUDGET ITEM: TIF

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

NOT TO EXCEED LESSER OF \$470,000 or Accepted Infrastructure Cost

10 YEAR TERM

BBAC, LLC Agreement - Stonebrook - Phase 1

City shall withhold an amount equal to the lesser of \$8,000 or Actual Admin Cost from initial Payment

Actual Admin Cost was \$6,900

YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Remaining amount after deducting admin costs from first payment (\$690 per year)	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid
FY22	6/1/2022	32.56639	46,901.72	46,211.70	17,204.62	29,007.08	17,204.62	29,007.08	
FY23	6/1/2023	31.86448	74,172.91	73,482.91	27,357.69	46,125.22	27,357.69	46,125.22	
FY24	6/1/2024	32.56669	86,331.50	85,641.50	31,884.33	53,757.17	31,884.33	53,757.17	
FY25	6/1/2025	32.91729	113,973.15	113,283.15	42,175.32	71,107.83	42,175.32	71,107.83	
FY26	6/1/2026	0.00000							
FY27	6/1/2027	0.00000							
FY28	6/1/2028	0.00000							
FY29	6/1/2029	0.00000							
FY30	6/1/2030	0.00000							
FY31	6/1/2031	0.00000							
Totals							118,621.96	199,997.30	

**NOT TO EXCEED LESSER OF
\$291,000 or Accepted
Infrastructure Cost**

10 YEAR TERM

BBAC, LLC Agreement - Stonebrook - Phase 2A

YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Remaining amount after deducting admin costs from first payment (\$690 per year)	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid
FY22	6/1/2022	0.00		NA					
FY23	6/1/2023	31.86448	30,200.10	NA	11,243.50	18,956.60	11,243.50	18,956.60	
FY24	6/1/2024	32.56669	44,643.83	NA	16,620.59	28,022.93	16,620.59	28,022.93	
FY25	6/1/2025	32.91729	55,426.89	NA	20,635.43	34,791.46	20,635.43	34,791.46	
FY26	6/1/2026	0.00000		NA					
FY27	6/1/2027	0.00000		NA					
FY28	6/1/2028	0.00000		NA					
FY29	6/1/2029	0.00000		NA					
FY30	6/1/2030	0.00000		NA					
FY31	6/1/2031	0.00000		NA					
Totals							48,499.52	81,770.99	

NOT TO EXCEED LESSER OF
\$250,000 or Accepted
Infrastructure Cost

10 YEAR TERM

BBAC, LLC Agreement - Stonebrook - Phase 2B

YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Remaining amount after deducting admin costs from first payment (\$690 per year)	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid
FY25	6/1/2025	32.91729	298.07	NA	110.97	187.10	110.97	187.10	
FY26	6/1/2026	0.00000		NA					
FY27	6/1/2027	0.00000		NA					
FY28	6/1/2028	0.00000		NA					
FY29	6/1/2029	0.00000		NA					
FY30	6/1/2030	0.00000		NA					
FY31	6/1/2031	0.00000		NA					
FY32	6/1/2032	0.00000		NA					
FY33	6/1/2033	0.00000		NA					
FY34	6/1/2034	0.00000		NA					
Totals							110.97	187.10	

NOT TO EXCEED LESSER OF \$244,000 or Accepted Infrastructure Cost

10 YEAR TERM

BBAC, LLC Agreement - Stonebrook - Phase 3

YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Remaining amount after deducting admin costs from first payment (\$690 per year)	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid
FY23	6/1/2023	31.86448	11,597.17	NA	4,317.63	7,279.54	4,317.63	7,279.54	
FY24	6/1/2024	32.56669	61,108.54	NA	22,750.71	38,357.83	22,750.71	38,357.83	
FY25	6/1/2025	32.91729	81,149.35	NA	30,211.90	50,937.45	30,211.90	50,937.45	
FY26	6/1/2026	0.00000		NA					
FY27	6/1/2027	0.00000		NA					
FY28	6/1/2028	0.00000		NA					
FY29	6/1/2029	0.00000		NA					
FY30	6/1/2030	0.00000		NA					
FY31	6/1/2031	0.00000		NA					
FY32	6/1/2032	0.00000		NA					
Totals							57,280.24	96,574.82	

NOT TO EXCEED LESSER OF
\$259,000 or Accepted
Infrastructure Cost

10 YEAR TERM

BBAC, LLC Agreement - Stonebrook - Phase 4

YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Remaining amount after deducting admin costs from first payment (\$690 per year)	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid
FY25	6/1/2025	32.91729	3,191.27	NA	1,188.11	2,003.16	1,188.11	2,003.16	
FY26	6/1/2026	0.00000		NA					
FY27	6/1/2027	0.00000		NA					
FY28	6/1/2028	0.00000		NA					
FY29	6/1/2029	0.00000		NA					
FY30	6/1/2030	0.00000		NA					
FY31	6/1/2031	0.00000		NA					
FY32	6/1/2032	0.00000		NA					
FY33	6/1/2033	0.00000		NA					
FY34	6/1/2034	0.00000		NA					
Totals							1,188.11	2,003.16	

NOT TO EXCEED LESSER OF \$235,700 or Accepted Infrastructure Cost

10 YEAR TERM

Midwest Development Co. - Spring Meadow Heights Agreement - Phase 1

City shall withhold an amount equal to the lesser of \$8,000 or Actual Admin Cost from initial Payment

Actual Admin Cost was \$6,900

YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Remaining amount after deducting admin costs from first payment (\$690 per year)	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid
FY22	6/1/2022	32.56639	49,920.00	49,230.00	18,328.33	30,901.67	18,328.33	30,901.67	
FY23	6/1/2023	31.86448	96,153.10	95,463.10	35,540.91	59,922.19	35,540.91	59,922.19	
FY24	6/1/2024	32.56669	149,601.97	148,911.97	55,439.93	93,472.04	55,439.93	93,472.04	
FY25	6/1/2025	32.91729	170,396.09	165,566.09	61,640.26	103,925.83	61,640.26	51,404.10	
FY26	6/1/2026	0.00							
FY27	6/1/2027	0.00							
FY28	6/1/2028	0.00							
FY29	6/1/2029	0.00							
FY30	6/1/2030	0.00							
FY31	6/1/2031	0.00							
Totals							170,949.43	235,700.00	

FY 25 \$4830 to be paid to the City for remainder of the Admin cost

NOT TO EXCEED LESSER OF \$83,250.00 or Accepted Infrastructure Cost		10 YEAR TERM		Midwest Development Co. - Spring Meadow Heights Agreement - Phase 2					
YEAR OF REBATE	Payment Due Dates	Levy Amount Eligible for TIF Reimbursement	Annual Amount Certified	Countywide LMI 37.23%	Remaining Incremental Property Tax Revenue 62.77%	Amount Certified for LMI	Amount Certified for Incremental Property Tax Revenue Reimbursement to Developer	Date Paid	
FY24	6/1/2024	32.56669	15,451.47	5,752.58	9,698.89	5,752.58	9,698.89		
FY25	6/1/2025	32.91729	55,762.35	20,760.32	35,002.03	20,760.32	35,002.03		
FY26	6/1/2026	0.00000							
FY27	6/1/2027	0.00000							
FY28	6/1/2028	0.00000							
FY29	6/1/2029	0.00000							
FY30	6/1/2030	0.00000							
FY31	6/1/2031	0.00000							
FY32	6/1/2032	0.00000							
FY33	6/1/2033	0.00000							
Totals						26,512.90	44,700.92		

AGENDA ITEM # J – 15

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: Change Order #1 – Water Meter Replacement Project

ACTION: Motion

SYNOPSIS: Fergusson (Vepo) staff encountered a number of smaller meters while beginning the water meter changeout program. It was decided early in the project that Ferguson would credit the City for the meters that were originally specified, and replace those meters with the smaller version. The net increase for the entire project was \$5,698.00.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

CHANGE ORDER DOCUMENT

CHANGE ORDER NO: #1

PROJECT TITLE: Mount Vernon Water Meter Installation Project

PARTIES INVOLVED:

- **CONTRACTOR** Ferguson Waterworks
- **CITY:** City of Mount Vernon

ORIGINAL AGREEMENT DATE: May 6th, 2024

CHANGE ORDER DATE: 2/27/2025

DESCRIPTION OF CHANGE

This Change Order adjusts the contract to reflect quantity changes for specific meter sizes, as detailed in the updated table below. The modifications are based on actual installation requirements compared to initial estimates.

Item No.	Description of Work	Original Quantity	Quantity Change	New Quantity	Unit Price	Total Cost Change
1.2	Furnish New 5/8"x3/4" Meter	1352	-397	955	\$145.00	-\$57,565.00
1.2a	Furnish New 5/8" Meter- new item	TBD	312	312	\$145.00	\$45,240.00
1.2b	Furnish New 5/8" Meter- Emergency Expediting price- new item	TBD	189	189	\$175.00	\$33,075.00
1.3	Furnish New 3/4" Meter	4	-2	2	\$232.00	-\$464.00
1.4	Furnish New 1" Meter	13	27	40	\$330.00	\$8,910.00
1.5	Furnish New 1 1/2" Meter	6	-2	4	\$795.00	-\$1,590.00
1.6	Furnish New 2" Meter	31	-2	29	\$995.00	-\$1,990.00
1.7	Furnish New 3" Meter	3	1	4	\$2,895.00	\$2,895.00
1.8	Furnish New 4" Meter	5	-3	2	\$3,770.00	-\$11,310.00
1.9	Furnish New Radio Frequency MIU	1414	51	1465	\$115.00	\$5,865.00
1.9a	Furnish Scotchlocks - new item	TBD	100	100	\$1.50	\$150.00

1.10	Install New 5/8"x3/4", 5/8" Meter	1352	-64	1288	\$125.00	-\$8,000.00
1.11	Install New 3/4" Meter	4	-2	2	\$125.00	-\$250.00
1.12	Install New 1" Meter	13	13	26	\$125.00	\$1,625.00
1.13	Install New 1 1/2" Meter	6	-2	4	\$385.00	-\$770.00
1.14	Install New 2" Meter	31	-3	28	\$385.00	-\$1,155.00
1.15	Install New 3" Meter	3	1	4	\$865.00	\$865.00
1.16	Install New 4" Meter	5	-3	2	\$1,035.00	-\$3,105.00
1.18	Provide New AMR Reading System Software & Hardware (including Set-up, Training & Mobile Transceiver)	1	-1	0	\$13,328.00	-\$13,328.00
1.19	Furnish R900 Belt Clip Transceiver - new item	TBD	1	1	\$6,600.00	\$6,600.00
						\$5,698.00

REVISED CONTRACT DETAILS

- **Revised Completion Date:** Unchanged
- **Revised Contract Amount:** Original amount: **\$672,943.20**. Revised amount: **\$678,641.20**

ACCEPTANCE OF CHANGE ORDER

This Change Order represents a mutually agreed upon alteration to the original Service Agreement dated May 6th, 2024. All other terms and conditions of the original agreement remain unchanged and in full effect.

City Representative:

Name: _____

Title: _____

Signature: _____

Date: _____

Ferguson Representative:

Name: _____

Title: _____

Signature: _____

Date: _____



AGENDA ITEM # J – 16

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Pay Application #1 – Water Meter Project
ACTION:	Motion

SYNOPSIS: Pay application #1 is in the amount of \$201,606.09. As stated with the change order, the net increase for the project from the original bid was \$5,698.00.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #1

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO OWNER:
 City of Mount Vernon
BILL TO ADDRESS:
 213 1st St NW
 Mount Vernon, IA 52314

APPLICATION: 1 (final work)
APPLICATION DATE: 2/28/2025

Distribution to:
 OWNER
 CONTRACTOR
 ENGINEER

FROM CONTRACTOR:
 Ferguson Enterprises LLC dba Ferguson Waterworks
REMIT TO ADDRESS:
 Ferguson Waterworks #2516
 PO Box 802817
 Chicago, IL 60680-2817

PERIOD: Start - 2/26/2025
PROJECT: Metering and Billing Infrastructure Program

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 672,943.20
2. Net change by Change Orders \$ 5,698.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 678,641.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 678,641.20
5. RETAINAGE:
 - a. 5.00% of Completed Work (Column D + E on G703) \$ 33,932.06
 - b. 5.00% of Stored Material (Column F on G703) \$ -
 - Total Retainage (Lines 5a + 5b) \$ 33,932.06
6. TOTAL EARNED LESS RETAINAGE \$ 644,709.14
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
- 7A. LESS PAYMENTS ALREADY REC'D - Checks #116898, 116899, 116900, 116901, 117352, 117353, 117418, 117842 & 117843 \$ 443,103.05
8. **CURRENT PAYMENT DUE** **\$ 201,606.09**
9. REMAINING BALANCE OF CONTRACT (Line 3 - Line 4) \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ferguson Enterprises LLC dba Ferguson Waterworks

By: *Erin L. Retzlaff* Date: 2/28/25

State of: North Dakota County of: Cass day of 28th February, 2025

Notary Public:

My Commission expires: Oct 1 12028



CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner			
Total approved this Month		\$5,698.00	
TOTALS		\$5,698.00	\$0.00
NET CHANGES by Change Order		\$5,698.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

PROJECT NAME: Metering and Billing Infrastructure Program

APPLICATION: 1 (final work)
APPLICATION DATE: 2/28/2025
PERIOD: Start - 2/26/2025

A ITEM NO.	B DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL VALUE COMPLETED & STORED TO DATE (D+E+F)	H % COMPLETE (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (5%)
						FROM PREVIOUS APPLICATION	VALUE	QTY	VALUE					
CONTRACT ITEMS														
1.1	Mobilization	1	ls	\$ 3,500.00	\$ 3,500.00									
1.2	Furnish New 5/8"x3/4" Meter	1352	ea	\$ 145.00	\$ 196,040.00	\$ -	\$ -	1	\$ 3,500.00	\$ -	\$ 3,500.00	100.00%	\$ -	\$ 175.00
1.2-CO#1	Furnish New 5/8"x3/4" Meter	(397)	ea	\$ 145.00	\$ (57,565.00)	\$ -	\$ -	955	\$ 138,475.00	\$ -	\$ 138,475.00	70.64%	\$ 57,565.00	\$ 6,923.75
1.2a-CO#1	Furnish New 5/8" Meter - <i>new item</i>	312	ea	\$ 145.00	\$ 45,240.00	\$ -	\$ -	312	\$ 45,240.00	\$ -	\$ 45,240.00	100.00%	\$ -	\$ 2,262.00
1.2b-CO#1	Furnish New 5/8" Meter - Emergency Expediting price - <i>new item</i>	189	ea	\$ 175.00	\$ 33,075.00	\$ -	\$ -	189	\$ 33,075.00	\$ -	\$ 33,075.00	100.00%	\$ -	\$ 1,653.75
1.3	Furnish New 3/4" Meter	4	ea	\$ 232.00	\$ 928.00	\$ -	\$ -	2	\$ 464.00	\$ -	\$ 464.00	50.00%	\$ 464.00	\$ 23.20
1.3-CO#1	Furnish New 3/4" Meter	(2)	ea	\$ 232.00	\$ (464.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (464.00)	\$ -
1.4	Furnish New 1" Meter	13	ea	\$ 330.00	\$ 4,290.00	\$ -	\$ -	13	\$ 4,290.00	\$ -	\$ 4,290.00	100.00%	\$ -	\$ 214.50
1.4-CO#1	Furnish New 1" Meter	27	ea	\$ 330.00	\$ 8,910.00	\$ -	\$ -	27	\$ 8,910.00	\$ -	\$ 8,910.00	100.00%	\$ -	\$ 445.50
1.5	Furnish New 1 1/2" Meter	6	ea	\$ 795.00	\$ 4,770.00	\$ -	\$ -	4	\$ 3,180.00	\$ -	\$ 3,180.00	66.67%	\$ 1,590.00	\$ 159.00
1.5-CO#1	Furnish New 1 1/2" Meter	(2)	ea	\$ 795.00	\$ (1,590.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (1,590.00)	\$ -
1.6	Furnish New 2" Meter	31	ea	\$ 995.00	\$ 30,845.00	\$ -	\$ -	29	\$ 28,855.00	\$ -	\$ 28,855.00	93.55%	\$ 1,990.00	\$ 1,442.75
1.6-CO#1	Furnish New 2" Meter	(2)	ea	\$ 995.00	\$ (1,990.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (1,990.00)	\$ -
1.7	Furnish New 3" Meter	3	ea	\$ 2,895.00	\$ 8,685.00	\$ -	\$ -	3	\$ 8,685.00	\$ -	\$ 8,685.00	100.00%	\$ -	\$ 434.25
1.7-CO#1	Furnish New 3" Meter	1	ea	\$ 2,895.00	\$ 2,895.00	\$ -	\$ -	1	\$ 2,895.00	\$ -	\$ 2,895.00	100.00%	\$ -	\$ 144.75
1.8	Furnish New 4" Meter	5	ea	\$ 3,770.00	\$ 18,850.00	\$ -	\$ -	2	\$ 7,540.00	\$ -	\$ 7,540.00	40.00%	\$ 11,310.00	\$ 377.00
1.8-CO#1	Furnish New 4" Meter	(3)	ea	\$ 3,770.00	\$ (11,310.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (11,310.00)	\$ -
1.9	Furnish New Radio Frequency MIU	1414	ea	\$ 115.00	\$ 162,610.00	\$ -	\$ -	1414	\$ 162,610.00	\$ -	\$ 162,610.00	100.00%	\$ -	\$ 8,130.50
1.9-CO#1	Furnish New Radio Frequency MIU	51	ea	\$ 115.00	\$ 5,865.00	\$ -	\$ -	51	\$ 5,865.00	\$ -	\$ 5,865.00	100.00%	\$ -	\$ 293.25
1.9a-CO#1	Furnish Scotchlocks - <i>new item</i>	100	ea	\$ 1.50	\$ 150.00	\$ -	\$ -	100	\$ 150.00	\$ -	\$ 150.00	100.00%	\$ -	\$ 7.50
1.10	Install New 5/8"x3/4" 5/8" Meter	1352	ea	\$ 125.00	\$ 169,000.00	\$ -	\$ -	1,288	\$ 161,000.00	\$ -	\$ 161,000.00	95.27%	\$ 8,000.00	\$ 8,050.00
1.10-CO#1	Install New 5/8"x3/4" 5/8" Meter	(64)	ea	\$ 125.00	\$ (8,000.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (8,000.00)	\$ -
1.11	Install New 3/4" Meter	4	ea	\$ 125.00	\$ 500.00	\$ -	\$ -	2	\$ 250.00	\$ -	\$ 250.00	50.00%	\$ 250.00	\$ 12.50
1.11-CO#1	Install New 3/4" Meter	(2)	ea	\$ 125.00	\$ (250.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (250.00)	\$ -
1.12	Install New 1" Meter	13	ea	\$ 125.00	\$ 1,625.00	\$ -	\$ -	13	\$ 1,625.00	\$ -	\$ 1,625.00	100.00%	\$ -	\$ 81.25
1.12-CO#1	Install New 1" Meter	13	ea	\$ 125.00	\$ 1,625.00	\$ -	\$ -	13	\$ 1,625.00	\$ -	\$ 1,625.00	100.00%	\$ -	\$ 81.25
1.13	Install New 1 1/2" Meter	6	ea	\$ 385.00	\$ 2,310.00	\$ -	\$ -	4	\$ 1,540.00	\$ -	\$ 1,540.00	66.67%	\$ 770.00	\$ 77.00
1.13-CO#1	Install New 1 1/2" Meter	(2)	ea	\$ 385.00	\$ (770.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (770.00)	\$ -
1.14	Install New 2" Meter	31	ea	\$ 395.00	\$ 11,995.00	\$ -	\$ -	28	\$ 10,780.00	\$ -	\$ 10,780.00	90.32%	\$ 1,155.00	\$ 59.00
1.14-CO#1	Install New 2" Meter	(3)	ea	\$ 385.00	\$ (1,155.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (1,155.00)	\$ -
1.15	Install New 3" Meter	3	ea	\$ 865.00	\$ 2,595.00	\$ -	\$ -	3	\$ 2,595.00	\$ -	\$ 2,595.00	100.00%	\$ -	\$ 129.75
1.15-CO#1	Install New 3" Meter	1	ea	\$ 865.00	\$ 865.00	\$ -	\$ -	1	\$ 865.00	\$ -	\$ 865.00	100.00%	\$ -	\$ 43.25
1.16	Install New 4" Meter	5	ea	\$ 1,035.00	\$ 5,175.00	\$ -	\$ -	2	\$ 2,070.00	\$ -	\$ 2,070.00	40.00%	\$ 3,105.00	\$ 103.50
1.16-CO#1	Install New 4" Meter	(3)	ea	\$ 1,035.00	\$ (3,105.00)	\$ -	\$ -		\$ -	\$ -	\$ -	0.00%	\$ (3,105.00)	\$ -

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

PROJECT NAME: Metering and Billing Infrastructure Program

APPLICATION: 1 (final work)
 APPLICATION DATE: 2/28/2025
 PERIOD: Start - 2/26/2025

A ITEM NO.	B DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL VALUE COMPLETED & STORED TO DATE (D+E+F)	H % COMPLETE (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (5%)
						FROM PREVIOUS APPLICATION	VALUE	QTY	VALUE					
1.17	Remove Existing Endpoint & Install New MIU	1414	ea	\$ -	\$ -	\$ -	-	\$ -	-	\$ -	-	0.00%	\$ -	\$ -
1.18	Provide New AMR Reading System Software & Hardware (including Set-up, Training & Mobile Transceiver)	1	ls	\$ 13,328.00	\$ 13,328.00	\$ -	-	\$ -	-	\$ -	-	0.00%	\$ 13,328.00	\$ -
1.18 - CO#1	Provide New AMR Reading System Software & Hardware (including Set-up, Training & Mobile Transceiver)	(1)	ls	\$ 13,328.00	\$ (13,328.00)	\$ -	-	\$ -	-	\$ -	-	0.00%	\$ (13,328.00)	\$ -
1.19 - CO#1	Furnish R900 Belt Clip Transceiver - new item	1	ea	\$ 6,600.00	\$ 6,600.00	\$ -	-	\$ 6,600.00	1	\$ -	\$ 6,600.00	100.00%	\$ -	\$ 330.00
2.1	Provide AMI Reading System Software & Hardware (including Set-up & Training) in place of AMR included in Item 1.18	1	ls	\$ 35,957.20	\$ 35,957.20	\$ -	-	\$ 35,957.20	1	\$ -	\$ 35,957.20	100.00%	\$ -	\$ 1,797.86
TOTAL CONTRACT COST					\$ 678,641.20	\$ -	\$ 678,641.20	\$ -	\$ 678,641.20	\$ -	\$ 678,641.20	100.00%	\$ -	\$ 333,932.06

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

AGENDA ITEM # J – 17

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Pay Application #2 – Water Meter Project
ACTION:	Motion

SYNOPSIS: Pay application #2 is in the amount of \$33,932.06, and represents the retainage on the project. This payment will not be released by the city until the mandatory 30 day waiting period has elapsed.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #2

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1 PAGES

TO OWNER:
City of Mount Vernon
BILL TO ADDRESS:
213 1st St NW
Mount Vernon, IA 52314

APPLICATION: 2 (retainage)
APPLICATION DATE: 2/28/2025

Distribution to:
 OWNER
 CONTRACTOR
 ENGINEER

FROM CONTRACTOR:
Ferguson Enterprises LLC dba Ferguson Waterworks
REMIT TO ADDRESS:
Ferguson Waterworks #2516
PO Box 802817
Chicago, IL 60680-2817

PERIOD: Start - 2/26/2025
PROJECT: Metering and Billing Infrastructure Program

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 672,943.20
2. Net change by Change Orders \$ 5,698.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 678,641.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 678,641.20
5. RETAINAGE:
 - a. 5.00% of Completed Work (Column D + E on G703) N/A - FINAL
 - b. 3.00% of Stored Material (Column F on G703) N/A - FINAL
 Total Retainage (Lines 5a + 5b) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 678,641.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 644,709.14
8. CURRENT PAYMENT DUE \$ 33,932.06
9. REMAINING BALANCE OF CONTRACT (Line 3 - Line 4) \$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ferguson Enterprises LLC dba Ferguson Waterworks

By: Collette Mottman Date: 2/28/25

State of North Dakota County of Cass
Subscribed and sworn to before me this 28th day of February, 2025
Notary Public: Kimberly Retzlaff
My Commission expires: Oct 1, 2028



CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$5,698.00	
Total approved this Month		\$5,698.00	\$0.00
TOTALS		\$5,698.00	\$0.00
NET CHANGES by Change Order		\$5,698.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

PROJECT NAME: Metering and Billing Infrastructure Program

APPLICATION: 2 (retelage)
APPLICATION DATE: 2/28/2025
PERIOD: Start - 2/26/2025

A ITEM NO.	B DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL VALUE COMPLETED & STORED TO DATE (D+E+F)	H % COMPLETE (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (5%)
						FROM PREVIOUS APPLICATION	THIS PERIOD					
						QTY	VALUE	QTY	VALUE			
CONTRACT ITEMS												
1.1	Mobilization	1	ls	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.2	Furnish New 5/8"x3/4" Meter	1352	ea	\$ 145.00	\$ 196,040.00	955	\$ 138,475.00	-	\$ -	70.64%	\$ 57,565.00	N/A - FINAL
1.2-CO#1	Furnish New 5/8"x3/4" Meter	(397)	ea	\$ 145.00	\$ (57,565.00)		\$ -	-	\$ -	0.00%	\$ (57,565.00)	N/A - FINAL
1.2a-CO#1	Furnish New 5/8" Meter - <i>new item</i>	312	ea	\$ 145.00	\$ 45,240.00	312	\$ 45,240.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.2b-CO#1	Furnish New 5/8" Meter - Emergency Expediting price - <i>new item</i>	189	ea	\$ 175.00	\$ 33,075.00	189	\$ 33,075.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.3	Furnish New 3/4" Meter	4	ea	\$ 232.00	\$ 928.00	2	\$ 464.00	-	\$ -	50.00%	\$ 464.00	N/A - FINAL
1.3 - CO#1	Furnish New 3/4" Meter	(2)	ea	\$ 232.00	\$ (464.00)		\$ -	-	\$ -	0.00%	\$ (464.00)	N/A - FINAL
1.4	Furnish New 1" Meter	13	ea	\$ 330.00	\$ 4,290.00	13	\$ 4,290.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.4 - CO#1	Furnish New 1" Meter	27	ea	\$ 330.00	\$ 8,910.00	27	\$ 8,910.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.5	Furnish New 1 1/2" Meter	6	ea	\$ 795.00	\$ 4,770.00	4	\$ 3,180.00	-	\$ -	66.67%	\$ 1,590.00	N/A - FINAL
1.5 - CO#1	Furnish New 1 1/2" Meter	(2)	ea	\$ 795.00	\$ (1,590.00)		\$ -	-	\$ -	0.00%	\$ (1,590.00)	N/A - FINAL
1.6	Furnish New 2" Meter	31	ea	\$ 995.00	\$ 30,845.00	29	\$ 28,855.00	-	\$ -	93.55%	\$ 1,990.00	N/A - FINAL
1.6 - CO#1	Furnish New 2" Meter	(2)	ea	\$ 995.00	\$ (1,990.00)		\$ -	-	\$ -	0.00%	\$ (1,990.00)	N/A - FINAL
1.7	Furnish New 3" Meter	3	ea	\$ 2,895.00	\$ 8,685.00	3	\$ 8,685.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.7 - CO#1	Furnish New 3" Meter	1	ea	\$ 2,895.00	\$ 2,895.00	1	\$ 2,895.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.8	Furnish New 4" Meter	5	ea	\$ 3,770.00	\$ 18,850.00	2	\$ 7,540.00	-	\$ -	40.00%	\$ 11,310.00	N/A - FINAL
1.8 - CO#1	Furnish New 4" Meter	(3)	ea	\$ 3,770.00	\$ (11,310.00)		\$ -	-	\$ -	0.00%	\$ (11,310.00)	N/A - FINAL
1.9	Furnish New Radio Frequency MIU	1414	ea	\$ 115.00	\$ 162,610.00	1414	\$ 162,610.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.9 - CO#1	Furnish New Radio Frequency MIU	51	ea	\$ 115.00	\$ 5,865.00	51	\$ 5,865.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.9a - CO#1	Furnish Scotchlocks - <i>new item</i>	100	ea	\$ 1.50	\$ 150.00	100	\$ 150.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.10	Install New 5/8"x3/4" 5/8" Meter	1352	ea	\$ 125.00	\$ 169,000.00	1,288	\$ 161,000.00	-	\$ -	95.27%	\$ 8,000.00	N/A - FINAL
1.10 - CO#1	Install New 5/8"x3/4" 5/8" Meter	(64)	ea	\$ 125.00	\$ (8,000.00)		\$ -	-	\$ -	0.00%	\$ (8,000.00)	N/A - FINAL
1.11	Install New 3/4" Meter	4	ea	\$ 125.00	\$ 500.00	2	\$ 250.00	-	\$ -	50.00%	\$ 250.00	N/A - FINAL
1.11 - CO#1	Install New 3/4" Meter	(2)	ea	\$ 125.00	\$ (250.00)		\$ -	-	\$ -	0.00%	\$ (250.00)	N/A - FINAL
1.12	Install New 1" Meter	13	ea	\$ 125.00	\$ 1,625.00	13	\$ 1,625.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.12 - CO#1	Install New 1" Meter	13	ea	\$ 125.00	\$ 1,625.00	13	\$ 1,625.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.13	Install New 1 1/2" Meter	6	ea	\$ 385.00	\$ 2,310.00	4	\$ 1,540.00	-	\$ -	66.67%	\$ 770.00	N/A - FINAL
1.13 - CO#1	Install New 1 1/2" Meter	(2)	ea	\$ 385.00	\$ (770.00)		\$ -	-	\$ -	0.00%	\$ (770.00)	N/A - FINAL
1.14	Install New 2" Meter	31	ea	\$ 385.00	\$ 11,935.00	28	\$ 10,780.00	-	\$ -	90.32%	\$ 1,155.00	N/A - FINAL
1.14 - CO#1	Install New 2" Meter	(3)	ea	\$ 385.00	\$ (1,155.00)		\$ -	-	\$ -	0.00%	\$ (1,155.00)	N/A - FINAL
1.15	Install New 3" Meter	3	ea	\$ 865.00	\$ 2,595.00	3	\$ 2,595.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.15 - CO#1	Install New 3" Meter	1	ea	\$ 865.00	\$ 865.00	1	\$ 865.00	-	\$ -	100.00%	\$ -	N/A - FINAL
1.16	Install New 4" Meter	5	ea	\$ 1,035.00	\$ 5,175.00	2	\$ 2,070.00	-	\$ -	40.00%	\$ 3,105.00	N/A - FINAL
1.16 - CO#1	Install New 4" Meter	(3)	ea	\$ 1,035.00	\$ (3,105.00)		\$ -	-	\$ -	0.00%	\$ (3,105.00)	N/A - FINAL

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

PROJECT NAME: Metering and Billing Infrastructure Program

APPLICATION: 2 (retainage)
 APPLICATION DATE: 2/28/2025
 PERIOD: Start - 2/26/2025

A ITEM NO.	B DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL VALUE COMPLETED & STORED TO DATE (D+E+F)	H % COMPLETE (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (%)
						QTY	VALUE	QTY	VALUE					
1.17	Remove Existing Endpoint & Install New MIU	1414	ea	\$ -	\$ -					\$ -	\$ -	0.00%	\$ -	N/A - FINAL
1.18	Provide New AMR Reading System Software & Hardware (Including Set-up, Training & Mobile Transceiver)	1	ls	\$ 13,328.00	\$ 13,328.00					\$ -	\$ -	0.00%	\$ 13,328.00	N/A - FINAL
1.18 - CO#1	Provide New AMR Reading System Software & Hardware (Including Set-up, Training & Mobile Transceiver)	(1)	ls	\$ 13,328.00	\$ (13,328.00)					\$ -	\$ -	0.00%	\$ (13,328.00)	N/A - FINAL
1.19 - CO#1	Furnish R900 Belt-Clip Transceiver - <i>new item</i>	1	ea	\$ 6,600.00	\$ 6,600.00					\$ -	\$ 6,600.00	100.00%	\$ -	N/A - FINAL
2.1	Provide AMI Reading System Software & Hardware (including Set-up & Training) in place of AMR (including in item 1.18)	1	ls	\$ 35,957.20	\$ 35,957.20					\$ -	\$ 35,957.20	100.00%	\$ -	N/A - FINAL
TOTAL CONTRACT COST					\$ 678,641.20					\$ -	\$ 678,641.20	100.00%	\$ -	\$ -

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

AGENDA ITEM # J – 18

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE:	March 3, 2025
AGENDA ITEM:	Computer Purchases LBC
ACTION:	Motion

SYNOPSIS: The four Surface Pros utilized by the LBC front desk need to be replaced as they have reached the end of their lifecycle. The total replacement cost for the surface pros and subsequent equipment is \$10,047.90.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quote

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

Time & Materials (Downpament Required)

One-time items listed below are based on a Time & Materials basis. Costs are listed as an estimate, versus not-to-exceed. Estimates will require a down payment.

Description	Price	Qty	Ext. Price
Surface Pro Intel Ultra 5 16GB RAM 256GB SSD Windows 11 Pro	\$1,599.00	4	\$6,396.00
Front counter PC far left side:			
Front counter/check-in PC far right side			
Sarah Boots computer			
Front Counter Middle			
Surface Pro Keyboard front counter/check-in PC far right side Sarah Boots computer	\$167.98	2	\$335.96
Surface Pro Dock front counter PC far left side Sarah Boots computer Front Counter Middle	\$311.98	3	\$935.94
Setup and Configuration Estimated 3 hours per PC	\$170.00	14	\$2,380.00

Subtotal: **\$10,047.90**

L. Discussion Items (No Action)

AGENDA ITEM # L - 1

**AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION**

DATE: March 3, 2025

AGENDA ITEM: LBC Childcare

ACTION: None

SYNOPSIS: Staff has met with OPN Architects regarding the LBC Childcare building initiative. Preliminary building layouts along with possible cost estimates will be available at the meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/28/2025

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
March 3, 2025**

- Lori and I will be attending the Iowa League of Cities Local Leaders Day at the State Capitol on Tuesday, March 4, 2025.
- The bid opening for the uptown streetscape lighting project will be received on Thursday, March 13, 2025.
- City staff will hold a joint personnel committee meeting with Lisbon at the Mount Vernon City Hall on Wednesday, March 5, 2025.