





#### IAMU Safety Group 2022 Dividend to Members

Congratulations to member cities and utilities of the IAMU Safety Group Insurance Program! We are pleased to announce that our members will again receive a significant portion of their premium returned to them in the form of a dividend. The enclosed check represents your portion of the total 2022 dividend of \$1,698,673.

The dividend is a unique feature of the Safety Group program, allowing any excess premiums to be returned to members based on the overall results experienced by the program. A portion of the dividend is also utilized by IAMU to support the risk management services they extend to members.

The dividend is calculated each year using a pre-established formula using premium dollars collected and claim payments made over the three most recent policy years. Cities and utilities who place their Workers' Compensation coverage in the program and have experience mods under 1.00 are rewarded with a larger portion of the group dividend.

Enclosed you will find a copy of the detailed dividend calculation. The program continues to grow but has seen increased levels of claim activity in recent years. In order to maintain dividend payments, we strongly encourage all Safety Group members to continue to put an emphasis on loss control efforts and to utilize the resources available through IAMU and EMC.

We appreciate the continued loyalty and strong support for the program shown by cities and utilities across the state. Please don't hesitate to contact us with any comments, questions, or concerns.

For the IAMU Trust Committee:

John Bilsten, Algona Chairman

**Brad Honold**, Coon Rapids Trustee

**Steve Pick**, Spencer Trustee

**Program Partners:** 

Troy DeJoode, Executive Director IAMU

Janelle Friedman, President Jester Insurance

Tanya Wentzel, Branch V.P. EMC Companies

#### IOWA ASSOCIATION OF MUNICIPAL UTILITIES

**INSURANCE TRUST ACCOUNT** 

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17068

72-1011/739

1/12/2023

\*\*5,851.00

**MEMO** 

City of Cresco

City of Cresco 130 North Park Place Cresco, IA 52136

\*\*\*\*\*\*\*\*DOLLARS

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IOWA ASSOCIATION OF MUNICIPAL UTILITIES INSURANCE TRUST ACCOUNT City of Cresco

Type Reference

Date 1/12/2023 Bill 1/12/2023 Bill

Dividend 2022 Dividend 2022 Original Amt. 2,994.00 2,857.00

**Balance Due** 2,994.00 2,857.00

Check Amount

1/12/2023

Discount

17068

**Payment** 2,994.00 2,857.00

5,851.00

CSB Operating/Swee

5,851.00

#### **WORKERS' COMPENSATION PORTION**

April 1, 2021 to March 31, 2022

Premiums \$7,010,585

Subtract retention -2,173,281

4,837,304

Subtract losses and expenses -1,129,562

\$3,707,742 ÷ 3 = \$1,235,914

April 1, 2020 to March 31, 2021

Premiums \$6,742,682

Subtract retention -2,090,231

4,652,451

Subtract losses and expenses <u>-3,685,708</u>

\$966,743 ÷ 3 = \$322,248

April 1, 2019 to March 31, 2020

Premiums \$6,722,157

Subtract retention -2,083,869

4,638,288

Subtract losses and expenses -3,976,835

661,453 ÷ 3 =

\$220,484

**TOTAL WORKERS COMPENSATION PORTION:** 

\$1,235,914

\$322,248

\$220,484

\$1,778,646

**COMBINED CALCULATION:** 

PACKAGE:

(\$79,973)

WORKERS' COMPENSATION:

\$1,778,646

**TOTAL DIVIDEND:** 

\$1,698,673







### IAMU Safety Group 2022 Dividend Calculation

#### Package Portion

April 1, 2021 to March 31, 20
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Premiums	004 045 555
	\$21,915,208
Subtract retention	<u>-8,546,931</u>
	13,368,277
Subtract losses and expenses	-9,228,589

D:	0,220,000		
Dividend	\$4,139,688	÷3 =	\$1,379,896

#### April 1, 2020 to March 31, 2021

Subtract retention	<u>-7,513,857</u>	
Subtract losses and expenses Dividend	11,752,443 -20,517,294	
	(\$8,764,851) ÷3	= (\$2,921,617)

#### April 1, 2019 to March 31, 2020

December 2010 to telatori 01, 2020		
Premiums	\$16,969,977	
Subtract retention	-6,618,291	
	10,351,686	
Subtract losses and expenses	-5,966,442	
Dividend	\$4,385,244 ÷3 =	\$1,461,748

TOTAL PACKAGE PORTION:	\$1,379,896
	(\$2,921,617)
	\$1,461,748
	(\$79,973)

RESOLUTION NUMBER	

## RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INFORMATION TECHNOLOGY SERVICES AGREEMENT – STATEMENT OF WORK WITH SOLUTIONS, INC

WHEREAS, the City of Cresco intends to renew the Statement of Work according to the terms and conditions of the most recent signed Information Technology Services Agreement with Solutions, Inc. dated 12/1/22; and

WHEREAS, the Solutions, Inc. will provide services set forth in the agreement commencing on 12/1/22 for one year.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor is authorized and directed to sign the Information Technology Services Agreement - Statement of Work with Solutions, Inc. of Spencer, Iowa.

Council Person  Resolution and Council Person  discussion, a roll call vote was requested by Ma	moved the adoption of the foregoing seconded said Motion. Following yor and said roll call resulted as follows:
Ayes:	
Nays: Absent:	
miorination recliniology Services Agreement - S	olution duly passed and announced that the Statement of Work between the City of Cresco and authorized to execute the contract on behalf of the
PASSED AND APPROVED THIS DA	Y OF, 2023.
BY: Mayor David J. Brenno	ATTEST:City Clerk Michelle Elton



#### Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and City of Cresco lowa according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 12/01/19 (the Agreement).

#### 1. TERM

#### 1.1 Service Commencement Date

The Services in this Statement of Work will commence 12/01/22 as agreed by both Parties

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

#### 2. SCOPE OF SERVICES

#### 2.1 Overview

Break/Fix. The term break/fix refers to the fee-for-service method of providing information technology repairs to businesses, in which a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related like a printer or drive array that is broken, the IT provider offers a solution or repair, and bills the customer for the work done.

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule - All rates shown are current rates and are subject to change with a thirty (30) day notice Application Support or Training – Current rate is \$115 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

IBM i technical services and Image Services — Current rate is \$145 for Prime Shift with two hour minimum unless otherwise described in one of the attached

Computer Programming and Database Consulting – Current rate is \$175 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Levels for Technical Support Services - Rates Shown are Prime Shift - 2 hour minimum may apply for certain Projects

Level I Rate is available for Silver and Gold Managed services only - See addendum Level 1 -

Level II -\$115.00 per hour - 15 minute minimum (example network printer problem)

Level III -\$145.00 per hour - 15 minute minimum (example server problem)

\$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved Level IV subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

<u>Travel and Expenses</u> - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$300 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

#### 2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels. General Service Levels are described below:

#### 2.2.1. Service Support

#### 2.2.1.1. Business Hours

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour

Solutions Information Technology Services Agreement Statement of Work Page 1 of 4 - City of Cresco Iowa

Technical Support for Networking Hardware and Software based questions. For Siler and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (Prime shift). Advanced Scheduling of Off shift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement (See licensed Support Agreement - (page 1). See IBM i Statement of Work for SLA. Please contact Solutions during Prime shift. Rates specified under 2.1.1

Standard Users/Covered Offices: Are employees that the Customer has approved to call for support during Prime Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an invoice will be generated. It is assumed that all employees of the Customer are Standard Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services (if applicable), Silver Managed Services and SoW Break/Fix, in that order, as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at off shift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Standard and non-Authorized Users and non-IBM I covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

#### 2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be invoiced as stated 2.2.1.1. above.

#### 2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

#### 2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System I / iSeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions' Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

#### 2.2.2. Duties and Responsibilities Overview

#### "Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable on Support Agreement), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

#### Customer Responsibilities

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

#### 2.2.3. Incidents, Problems and Service Requests

#### **Ticket Creation**

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• The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.

Solutions Information Technology Services Agreement Statement of Work Page 2 of 4 - City of Cresco Iowa

Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the Incident or Service Request has been logged at the "Solutions" Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the "Solutions" Help Desk for update and resolution notification purposes.

#### **Ticket Prioritization and Service Plans**

The "Solutions" Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent approach to defining the sequence in which an item needs to be resolved and to drive the assignment of resources.

#### **Solutions Service Plans**

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the Licensed Code Support Agreement and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. Requires: License Agreement IBM i Statement of Work
- Managed Services Network. Requires: Managed Services Statement of Work
- Customers without a service plan will be dealt with as time permits regardless of the problem.

#### **Priorities**

"Solutions" will respond to problems according to the following Priorities for the above listed Service Plans:

- Critical/Emergency Response time is 1 business hour. Used when many people are affected by this incident.
- Urgent Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- High Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- Medium Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- Low Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- Scheduled Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually Involving installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	
Scheduled		8 business hours
scrieduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

#### 2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The "Solutions" goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days). The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with

#### 2.3. Customer Communication

As previously stated, "Solutions" will update customers as incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the "Solutions" Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the "Solutions"-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the "Solutions" Homepage
- If the outage affects all other forms of communication, "Solutions" will send a voice mail "blast" to the Information Technology contacts at other customers and departments to notify customers of the disruption.

#### 2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

#### 2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by "Solutions" or the customer, must be documented for approval. The process starts with a request submitted via the "Solutions" Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed.

Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

#### 2.6 Dispute Resolution

As per the <u>"SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT</u>, of which this is a part, dispute resolution will be dealt with as per section <u>16.8.Dispute Resolution & Binding Arbitration</u>.

#### 2.7. Solutions SERVICE PLANS included with this Statement of Work

Y	Silver Managed Services Agreement - Annual Fee of	
^	anser trianaged services Agreement - Annual ree of	\$6,624.00
		Ψ0,024.0U

You are entitled to discounted travel of \$300 per technician per day

Total Statement of Work \$6.624.00

#### 3. INVOICING

All invoicing will occur monthly after services have been provided, unless pre-paid and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

#### **SIGNATURES**

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer:	City of Cresco Iowa	Accepted by Solutions, Inc.	
signature		signature	
		Mike Barr	
Name		Name	
		Manager	
Title		Title	
	2023		2023
Date		Date	

#### Managed Services - standard features

#### Customer will maintain their network to Industry Best Practices and Minimums

Due to the constant changes in the IT industry, Industry Best Practices are constantly evolving. Although "Solutions" does not require the Customer to implement every Best Practice recommended by Customer's Software and Technology provider, "Solutions" does have minimum requirements to support a Customer's network securely and safely. The requirements will be supplied to the customer as part of the Onboarding Process and reviewed Annually (see Network Assessment). The Customer will, at their own expense, have these devices and software upgraded to the minimum recommended levels. These requirements affect Wiring, Internet, Firewalls, Security, Network, LAN, WAN, Hardware and Software.

#### **Monitoring IP addresses**

Managed Services monitors all IP based devices (except for mutually agreed upon exclusions) at the customer's site based on industry based best-practice monitoring policies with the goal to become proactive and eliminate problems before they occur.

#### **Managed Services Software**

The Managed Services Software and Utilities supplied by Solutions will automatically perform secure, comprehensive scans of the customer environment to gather up-to-date information needed to oversee the customers' IT assets. Solutions will monitor anything with an IP address, including: desktops, laptops, servers, managed switches, routers, firewalls, gateways, VoIP Switches, phones, printers, specialized equipment, environmental control devices (limited monitoring), Hardware as a Service (HaaS), Platform as a Service (PaaS), including Operating Systems, Software as a Service (SaaS) identifiable Application Software, and virtual machines unless otherwise excluded. All Monitoring will use industry based standards and protocols (WMI, SNMP, Syslog, NetBIOS, ICMP, XML, etc.) used widely within a typical network environment (unless removed from Monitoring as agreed to by Solutions and the Customer).

#### Network Assessment and an analysis of all devices will be run regularly

#### The Customer will upgrade all Hardware and Software to recommended levels

Once the Assessment has been completed an analysis will be delivered to the customer as to what hardware/devices are not or no longer acceptable and/or what software needs to be upgraded to minimum levels of support. The Customer, will at their own cost, have these devices and software upgraded to the minimum recommended levels.

#### What cannot be Excluded from Managed Services?

No Security devices (routers and firewalls), Switches, Personal Computers, (both physical and virtual), Laptops, Workstations, Appliances (Linux based or otherwise), or Servers (both physical and virtual) may be excluded from the monitoring service. These are integral components of the network and all are needed to maintain the health of the network.

#### What can be Excluded from Managed Services?

Excluded devices might be devices such as Cell Phones that are relegated to a separate subnet. Or, miscellaneous hardware that has been identified and excluded (doorbell systems). These are devices that Solutions and the Customer have mutually agreed upon as exclusions.

#### Break/Fix

The term break/fix refers to the fee-for-service method of providing information technology repairs to businesses, in which a customer calls up a service provider to do an upgrade of a computer program, software product, computer, or a repair of something computer-related like a printer or drive array that is broken, the IT provider offers a solution or repair, and bills the customer for the work done.

#### **Unsupported Hardware or Software**

will not be covered by any Managed Services Agreement. Unsupported Hardware or Software is defined as when the original Manufacturer has dropped maintenance or has stopped providing updates or fixes to their hardware or software. Examples of this would be Microsoft Windows XP, Windows 7, Microsoft Windows Server 2008, or IBM i 8202-E4D.

#### What is a New Installation or New Project

If the word "New" is referenced by Solutions in a service order it is not covered and is considered either an Installation or a Project. Usual and Customary rates as listed under Hourly Services will apply. Examples: The Customer purchased a "New" Personal Computer. The customer wants to move a User's PC to a "New" location. The customer wants to implement a "New" Security Plan.

The Customer - City of Cresco Iowa, is contracting for a Silver Managed Services Agreement -Silver Service Plan

#### Managed Services Tickets (service orders):

Silver Service Plan Users - "Solutions" provides a dispatch desk and ticketing system. When an error has occurred, trouble shooting is required, or something simply has to be fixed, "Solutions" will have Dispatch create a service order, contact whomever the Customer wishes to have contacted, and based on the type of error, hand it off, or perform the service as agreed to. Customer is still responsible for Non "Solutions" Labor Costs, Hardware, and Licensing costs, if required.

#### Twenty-four by seven Monitoring and Alerting:

Depending on if there is an Alert, Failure, Threat or Security concern, Solutions will contact the Customer's representative(s) as how they would like to have the problem remediated. Error & Event Logs will be created, monitored and maintained based on the existing monitors available.

Twenty-four hour Electronic Monitoring of the Customer Network. This includes TCP/IP errors, Disk health, Windows services not started, High Processor usage, High memory/RAM usage, Low disk space, Recently restarted, Recent memory dumps, Online/Offline, DNS service not started on Domain controllers, Active Directory errors, Hyper-V replica errors, Virtual Machine management service, Hyper-V application errors, Multi-WAN disconnects, High Temperature on certain hardware, manufacturer Identified alerts (such as fan health) and pre-failure Indicators.

Managed Services Statement of Work - City of Cresco lowa - Page 1 of 4 - Contract for Silver

Twenty-four hour Application and Database Monitoring. When electronic application monitoring is accessible from the Vendor, Solutions will Monitor Applications and Database for Application Failures.

Twenty-four hour Electronic Monitoring of Desktops and Servers for Security Issues.

Twenty-four hour Electronic Monitoring of Firewall(s).

Twenty-four hour Electronic Monitoring of the Backup Job that has been setup by the Customer or on the Customer's behalf.

#### **Patch Management:**

Microsoft Security Patch Management - As Microsoft releases critical security patches they are loaded as soon as approved to be installed.

Microsoft OS Patch Management - Proactively install and monitor the available OS Patches available from Microsoft. Please note this is for the current supported version of the Operating system and Server software. Examples are Windows 10, Windows Server 2012, 2012 R2, Windows Server 2016 & Windows Server 2019.

Other Desktop, Server and Application Patch Management - Proactively install and monitor the available Application Patches available from Microsoft and other selected desktop Applications. Please note this is for the current supported version of the Licensed applications only. Examples would be IE Explorer, Microsoft Office and Adobe Reader. A current list of applications will be provided upon request. Customer is responsible for Hardware and Licensing costs if required.

#### **Security Services:**

Solutions will Manage the Customer's Antivirus and Antispyware (Business or Enterprise Class only)- including scheduled updates and upgrades. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs and new installations.

Active Directory Users - Manage existing Users if needed, Disable Users and Manage Passwords. - This ensures that with one call your users can have their passwords reset. This does not preclude the local Administrator resetting passwords. Customer is still responsible for Licensing costs and new installations. Active Directory Cleanup will be performed as needed.

Work with your local Security Administrator to ensure that the Security is enforced across the network. (Design and delivery of Security plans are billable)

Firewall Management - Proactively Manage Customer's Firewall and troubleshoot problems as they arise. Changes will be reviewed with the Customer's designated contact. Once VPN's and other security measures have been agreed to and installed, "Solutions" will monitor the VPN for errors if they occur. This does not include setting up new users, new policies or new VPNs. Customer is still responsible for Hardware, Licensing costs and new installations.

Switch Management - Proactively Manage Switches and troubleshoot problems as they arise. Once installed ensure that they are backed up after changes are made. Customer is still responsible for Hardware, Licensing costs and new installations.

#### **Backup Services:**

Backup Health - Solutions will automate the monitoring during the Onboarding process and new purchases, the various backup processes being used by the Customer excluding Cloud Hosted Servers and the IBM i (this is usually covered elsewhere). This is limited to mutually agreed to backup applications that can be monitored. If there are alerts or errors, notify the Customer, and then offer remediation at an additional cost. Exceptions would be if the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Annually, assist the Customer in verifying backup media and locations if offsite, to ensure backup was complete. If the Customer wishes to verify backup media and/or locations more than once a year, additional fees will be incurred at normal rates. If there has been a problem with what has been backed up, offer remediation at an additional cost. Exceptions would be if the backup is covered by a separate, additional Statement of Work: IE Datto Agreement.

Backup Software Patch Management - Proactively install and monitor the available Software Patches available from the software agreed to, in the paragraph that begins Backup Health above. Customer is still responsible for Licensing costs. Automated software upgrades will be included if available.

#### **Discounted Travel Costs**

Special Travel Costs for Managed Services Clients - Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$300 per day to cover travel, motel, and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon renewal of this Statement of Work. Should the rate in the paragraph Travel and Expenses (see section 2.4) be less than this discounted rate, the lower rate shall be used.

#### Pre-Paid Hours

Pre-Paid Hours — With the exception of Pre-Paid Labor for Image Services, Pre-Paid Technical Service Hours are only available for purchase for Silver or Gold Managed Services Customers. The Service plan also provides those customers with a discount applied to that rate

#### Assets and Executive Reports:

Inventory Reports will be delivered to the Customer Annually, or upon request. This will include asset information, including warranty renewal (if available) Executive Reports are supplied to the Customer upon request. These can be tailored to the Customers needs, during onboarding.

Installation & Break / Fix - All other services not covered above will incur hourly rates. This would include any "New" Installations or "New" Projects.

Managed Services Statement of Work - City of Cresco Iowa - Page 2 of 4 - Contract for Silver

### Silver The Customer - City of Cresco Iowa, is contracting for a silver Managed Services Agreement - for an annual fee of \$6,624.00.

		Monthly rate	Monthly Extended
Network Rate	1	\$215.00	\$215.00
Personal Computers, Laptops and Workstations	9	\$26.00	\$234.00
All server instances, includes physical servers, virtual servers, Hyper-V, VMware and Linux KVM	2	\$46.00	\$92.00
Monitored Network Devices (i.e. Firewalls, Switches, Wireless Access Points, Network Management.	4	\$2.00	\$8.00
Specialized Storage Systems such as iSCSI systems, NAS and JBOD systems. This should not include devices on separate agreement - ie Datto (Contracted Backup and storage listed under Miscellaneous	0	\$10.00	\$0.00
Printer Management is not an option at this time. We are monitoring only. Minimum  Charge	2	\$1.50	\$3.00
Miscellaneous Devices - Such as - IBM i, IBM i consoles, IMM, iLO, Onsite Manager, Other devices seen such as Watt Boxes, PDU Monitoring, , include Datto here ("Solutions" may monitor these for compliance and for risk aversion)	1	\$0.00	\$0.00
Excluded Devices 1	18	Devices	\$552.00

City of Cresco Iowa, contracting for a Silver Managed Services Agreement - has included the following Offices, Agencies or Departments in this Statement of Work

All Internal Users

RESOLUTION NUMBER
RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A WEBSITE DESIGN CONTRACT WITH IROC WEB DESIGN SERVICES.  The City Council of the City of Cresco met in regular again.
The City Council of the City of Cresco met in regular session on March 6, 2023, at 5:30 P.M.
Council member moved the adoption of the foregoing Resolution Authorizing the Mayor to enter into a WEBSITE DESIGN CONTRACT with Iroc Website Design Services establishing a business relationship pertaining to the designing of, updating of, posting of, and ongoing maintenance of a website seconded said motion. A roll call vote was requested by the Mayor and said roll call vote resulted as follows:
Ayes: Nays: Absent:
Thereupon, the Mayor declared said Resolution duly passed and announced that the agreement dated <u>March 6, 2023</u> , between the City of Cresco and Iroc Website Design Services is approved and that the Mayor is authorized to execute the agreement on behalf of the City of Cresco.
PASSED AND APPROVED THIS 6 <sup>TH</sup> DAY OF March, 2023.
BY:
ATTEST:City Clerk Michelle Elton

#### Website Design Contract



This is an agreement between <u>City of Cresco</u> and Iroc Web Design Services, for the expressed purpose of establishing a business relationship pertaining to the  $\underline{X}$  designing of,  $\underline{X}$  updating of,  $\underline{X}$  posting of, and  $\underline{X}$  ongoing maintenance of a website. (Check all that apply)

#### Iroc Web Design Services agrees to the following:

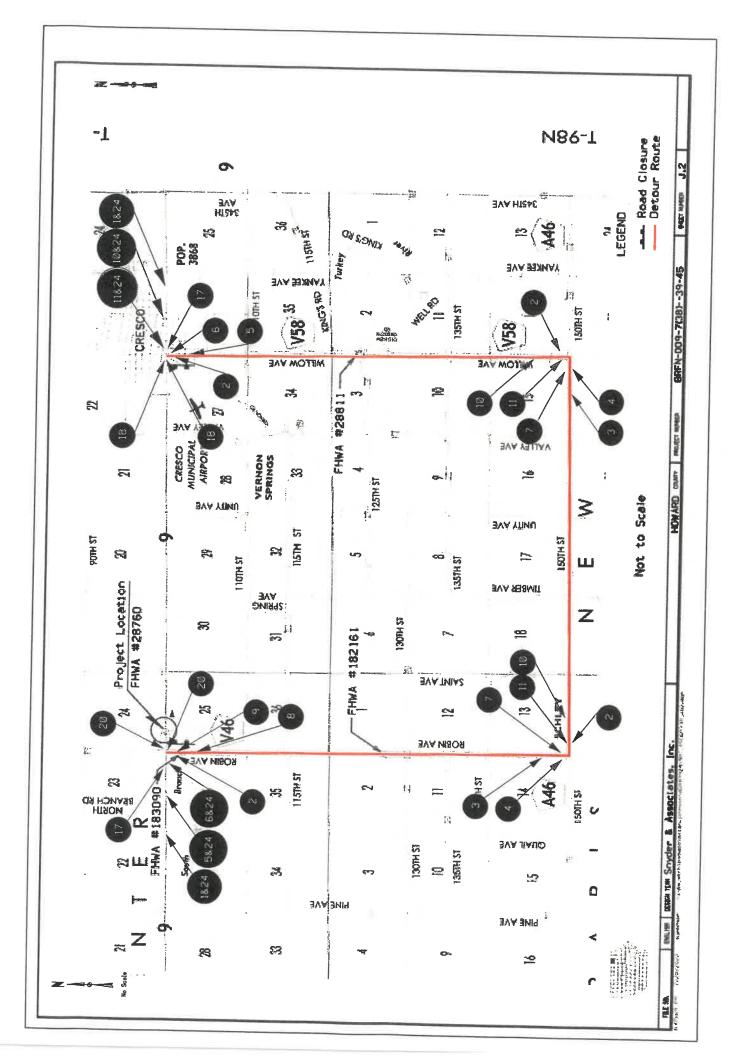
- Iroc Web Design Services agrees to design a website for the above named client and/or their organization, meeting their needs and designing a website to their specifications within our capabilities.
- The client agrees not to remove information for Iroc Web Design Services from their locations on each web page on which they appear.
- If requested, a copy of all coding pertaining to the website will be emailed or otherwise electronically transmitted to the client, excluding licensed software which includes the Iroc Web Design Content Management System.
- Any code or script written in HTML, Java, JavaScript, CGI, Perl, Flash or other supporting programming language(s) required to produce any part or parts of the website including methodology will remain intellectual property of Iroc Web Design Services. Upon completion of payment to Iroc Web Design Services, the client is granted expressed permission to alter any of the code for their own purposes, excluding licensed software which includes the Iroc Web Design Content Management System.
- Iroc Web Design Services will retain a master copy of the HTML, Java, JavaScript, CGI, Perl and/or all other code that are elements of the client website for a minimum period of one year.
- Iroc Web Design Services will retain a master copy of any graphics, files, clipart, scanned images, or other non-text elements that are elements of the website, for a minimum period of one year.
- Iroc Web Design Services is not liable for any loss of data or problems encountered on the hosting server. A backup service is available at an additional cost to the client. If the client chooses this service, Iroc Web Design Services, as a part of this service, will replace/restore the corrupt files to the latest backup and return the website to its operating condition. If this service is not selected and the hosting server experiences a data loss and/or the files are comprised, Iroc Web Design Services will attempt to assist the client in restoring the files and/or data for a fee. If the files/data in question are found to be corrupt and/or otherwise unusable/non-retrievable, once the problems have been resolved by the client's hosting provider, Iroc Web Design Services will restore the site to its original/latest backup.

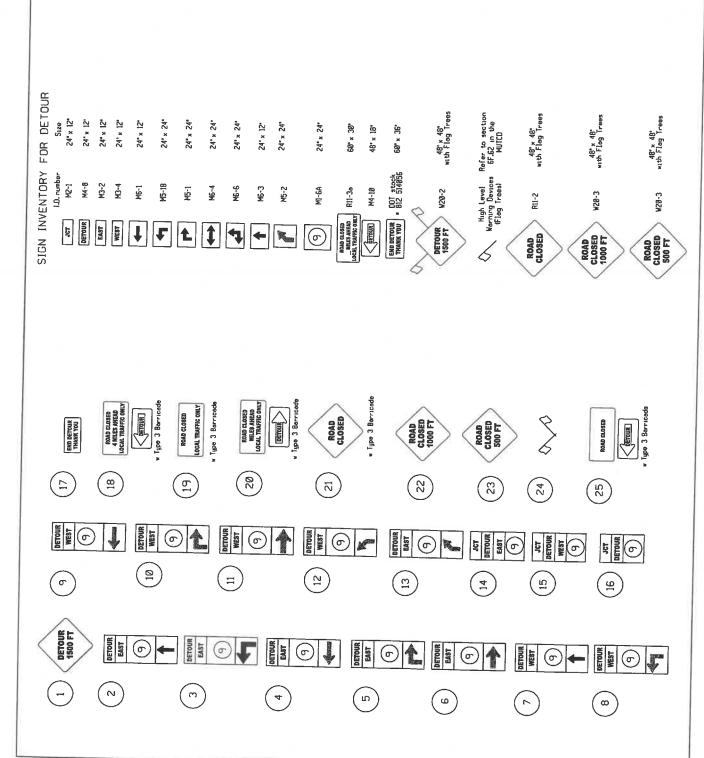
City of Cresco	_ agrees to the following:
- Total quoted price	of website construction: \$ \$4050.00
- A 50 percent non-r Total down payment	efundable down payment is required in order to commence work on all sites. : \$2025.00
occur. The final payr final invoice. Paymer per month. Custome and related expense	\$2025.00 or Remaining Balance will be paid to Iroc Web Design Services posting of the website. This price does not include additional fees that may ment will be determined upon completion. Payment is due 30 days from dated atts not received will be charged a late payment fee on the outstanding balance or shall also be responsible for all collection and/or attorney fees, court costs, is incurred in the event that the payment is not made in a timely manner and aight on to collect sums owed. All designs remain property of Iroc Web Design e is paid in full.
<ul> <li>WordPress content</li> <li>Website setup &amp; co</li> <li>Website training (C</li> <li>1yr Website Hostin</li> <li>Free SSL w/Hosting</li> </ul>	website design layout package design (mobile friendly) management system (so you can make updates) ntent setup onsite/Online) g (\$100 annually) g updates and website security monitoring for the life of the website (as long as
	s.) support for the life of the website (as long as it's hosted with IWDS.)
- Additional fees may These charges will be	occur, for example: adding pages, graphics, etc. after initial contract signing.
- Does not include: _	
The cost(s) for other determined and agre	items and/or services for the client website not covered here will be ed upon by both client and Iroc Web Design Services.
effect immediately	ed to on the <u>28th</u> day of <u>February</u> , 202 <u>3</u> and will go into upon signature by both the above-named client or their legal the authorized representative of Iroc Web Design Services.  Date
CO.	2/28/2023
Iroc Webs Representa	ative Signature Date



#### AGREEMENT FOR DOT-INITIATED DETOUR OF PRIMARY HIGHWAYS ONTO LOCAL ROADS

This Agreement is entered into by and between the lower	a Department of Transpo	rtation, hereina	fter known as	the DOT: and the	ha	
city of Cresco		cil				
	County Bo	ard of Supervis	ors, hereinaft	er known as the	Local Public Agend	cy (LPA).
WHEREAS, the DOT, hereinafter known as DOT, has d	letermined the necessity	to temporarily	close primary	highway	IA 9	
from V-46		to V-58			1	
for the purpose of construction, reconstruction, mainter management temporary detours are covered under a s	nance, natural disasters	or other emer	gencies that	are 48 hours or	longer (incident	
WHEREAS, it is necessary to provide a detour for the pr			1/6)); and			
WHEREAS, the LPA agrees to permit the use of its road						
Commencting at the junction of IA 9/V-46, then south	5.0 miles to A-46, then	east 5.0 miles to	o V-58, then	north 5.0 miles	back to IA 9	
The last 1.0 mile from 110th Street/15 Ave SW falls with						
		014040				
Marie					; and	
WHEREAS, Authorized representatives of both the DOT reasonably reflect the condition of the roadway base, sur	and the LPA have jointly	inspected and	documented	the condition of t	the proposed detour	r to
WHEREAS, the DOT has reviewed and inspected the and/or overweight loads. The DOT shall approve to	bridges on the detour,	if applicable. T	he LPA	will 🗌 will not	allow 🔲 oversize	В
and/or ☐ overweight loads. The DOT shall approve the and	ne routing or overweigh	it venicles on ti	ne detour rou	ite, up to the lin	nits specified by th	e LPA;
WHEREAS, the DOT agrees to perform the following pre	e-detour maintenance, if	any:	and town	4		
			eplace signs	and pavement m	nakrings as necessa	
WHEREAS, the DOT agrees to maintain the detour and p (MUTCD), as adopted by the DOT pursuant to 761 IAC a structure(s) are being utilized as a primary road detour; as	provide all traffic control ( 130, including the markin	devices required ng of no-passing	d by the Manu J zones during	ual of Uniform Tr the period the I	affic Control Device	; and es ) and
WHEREAS, Prior to revocation of the detour, the DOT sh by the LPA, either restore the local agency road to as go compensate the local agency for excessive traffic or dam accordance with Section 313.28 or Section 313.29 of the	nage upon the local agen	buot to its desig	gnation as a t	nsation of the LI emporary primar vas used as a tei	PA, and when requ y road, or adequate mporary primary roa	ested ly ad, in
WHEREAS, The detour period is estimated to begin	April 3, 2023		and end	N		
	(date)		and end	November 3, 1	2023 date)	; and
WHEREAS, the parties agree to the following additional pr	ovisions, if any:			,-		
NOW, THEREFORE, BE IT AGREED that the described r	road he used as a detour	undos stinulati				
IN WITNESS WHEREOF, The parties hereto have caused below indicated.						
below indicated.		couled by prop	ei onicers the	reunto duly auth	юпzed as of the dat	tes
Diskist F. Standard						
District Engineer (or designee) Da lowa Department of Transportation	te	City represer	ntative		Date	
		Printed name	and title of c	city representative	e	
		County repre	sentative		Date	
		Printed name	and title of c	ounty represents	ativo	





# **Detour Compensation Calculations**

In Accordance with Iowa DOT Policy No. 600.05, Appendix A (Gas Tax Method)

38-45
(860)2-60
er: BRF-0
ect Numb
oject Number: BRF-0

February 23, 2023	Nick Humpal
Date Prepared:	Prepared By:
cal Adency: Cresco	

Calculation of Detoured Primary Highway Traffic Volume

Based on lowa DOT Traffic Book data for the year.

2020

Weighted Trucks 340 43 13 15 15 426 0 0 0 Weighted Cars AADT 294 29 £ 2 Trucks AADT 426 426 419 419 **AADT** 2303 2933 2941 4181 Cars 5481 Length Section (miles) 3.966 0.498 0.156 0.173 0.176 Totals = 4.968 Description of Primary Highway Sections Detoured IA 9 beginning at V-46 to V-58 Jct. 7th St W to Jct 5th St W Jct. 5th St W to Intersection 3rd St W (V-58) West Jct V-46 to Intersection Valley Avnue Intersection Valley Avenue to WCL Cresco WCL Cresco to Jct. 7th St W

## Detour Description and Input

Route of Detour (county route or street names; beginning and ending points, approx. length of each segment):
Commencing at the junction of IA 9/V-46, then south 5.0 miles to A-46, then east 5.0 miles to V-58, then north 4.0
miles to Cresco, continue 1.0 miles back to IA 9.

9. 214 Length of Detour (miles) = \_\_\_\_\_\_\_

## Calculation of Detour Compensation

25.3	7.8	0.13	0.16	2,819.39	1,949.24	4.788.63
Average fuel efficiency for Cars (mpg) =	Average fuel efficiency for Trucks (mpg) =	Combined Gas Tax Factor for Cars (\$/gal) =	Combined Gas Tax Factor for Trucks (\$/gal) =	Gas Tax Income from Cars = \$	Gas Tax Income from Trucks = \$	lotal Detour Compensation (Gas Tax Method) = \$

140 Working Days

My name is Derik Hartz. My family currently resides at 331 2<sup>nd</sup> Street East, here in Cresco, Iowa. My wife and I noticed we had an issue with our plumbing and made a call to Gosch's Plumbing here in town. When they came to inspect our plumbing, they noticed two things. First, there was no shutoff valve for the water connections that are on the exterior of the house. Second, they noticed that one of the valves was partially open, which did have water coming out of it.

Having received a call yesterday, February 20<sup>th</sup> 2023, it was brought to our attention that our water bill was approximately five times higher than normal. The amount given was near 560.00 with tax. The young lady I spoke to suggested that I write a letter, petitioning for a form of forgiveness or leniency, as we were completely unaware of the issue. The water was all outside, having never reached any sort of sewer or drain. We had absolutely no idea as to how or why the water issue occurred, as Gosch's was unsure, as well. We are new to the area, having purchased the home within approximately the last year, and have yet to even utilize any of the outside hoses or connections.

I sincerely apologize for the inconvenience. We have contracted with Gosch's to have a shutoff valve put in place, as to ensure this can never happen again. Any assistance that you all may be able to provide would be greatly appreciated. Thank you for your time and consideration in the matter.

Sincerely,

Derik L Hartz

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PROPERTY 331 2ND ST						78.	
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WA 35336725	1.00000 7		21 10001 D1			39-14	
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Updated 3/1/2023		Corrections/Reallocations	Revenue & Expense	Transfers	Increased Expenses	Increased Revenue		Original Budget Net Income 446,845 Amendment #1 (759,200) Amended Net Income (Lost (694,855)
/2023	Expense	N DOOR	001-650-6310 002-520-6413 091-210-6332 091-240-6499 182-530-64xx 183-443-6727 184-430-6499	121-910-6910 121-910-6914 119-910-6910 092-420-6912 091-210-6912 610-815-6910	022-270-6727 022-240-6727 087-298-6710 094-280-6490 322-420-6490 323-810-6499 602-810-6499 602-810-6499 612-815-6399 613-815-6750 620-899-6490		(\$382,500)	(382,500)
For Fiscal Year 2022/2023	Fund Description		Gen - City Hall Hotel/Motel Tax Fund Street Trust Street Trust Housing Rehab FC Trust Park Trust	LOST Revenue Fund LOST Revenue Fund Emergency Fund Theatre Trust Fund Street Trust	LOST - Street LOST - Street Equipment Trust Airport Trust Airport Trust Scene Shop Project Water Tower Project Water Tower Project Water - Operating Fund Water - Project Fund Sewer - Operating Fund Sewer - Project Fund Sewer - Project Fund Capital Improvement Fund		wer (under) Exp	
	Expense	c	3,200 10,000 17,200 20,000 30,000 90,000 (100,000)	117,000 13,000 4,000 54,000 15,000 92,000	(35,000) 1,500 38,000 (19,000) (118,000) 54,000 100,000 350,000 36,000 4,000 82,000 20,000	617,500	Total Revenue over (under) Exp	982,900 982,900
Descriptions	Revenue	(1,500) 1,500	3,20 10,00 17,20 20,00 30,00 95,00 (100,00	117,000 13,000 4,000 54,000 15,000 92,000		(7,000) 4,000 130,000 74,000 14,000 5,000	230,000	600,400 600,400
Proposed Budget Amendment #2 Desc	Reason	Combine Rent Income for Pad with Land Rent Combine Rent Income for Pad with Land rent TOTALS	Alliant Grant to Pay 50% of Furnace/AC Invento Higher Hotel/Motel Tax and Grants Awarded Ins Paid for Farmall Tractor Repairs Heartland Damage to Stoplight & Pole CDBG Grant & Remaining Housing Rehab 24/7 Donations & Equipment Purchases Remove Train Painting & Donation Income	202-910-4832 LOST Project Fund TR LOST to Project Fund TR LOST to Project Fund TR LOST to Debt Service (10% tax relief) 200-950-4830 Debt Service Fund TR LOST to Debt Service (10% tax relief) 200-950-4830 General Fund TR Theatre Trust Funds to Scene Shop Proj 322-420-4833 Sewer Operating TR Sewer Revenue to Operating TR Sewer Revenue to Operating 122-812-813	Sweeper (Final 20%) -correct Amend #1 (2x) Street Sign Brackets - not finished last yr New PWD Truck (moved to FY23) Runway Improvmts-Engineer (Grant Denied) Runway Improvmts-Contractor (Grant Denied) Scene Shop - Architect Fees Water Tower Project - Engineering FY23 Water Tower Project - Contractor FY23 Water Tower Project - Contractor FY23 Water - Ireat Well #3 & Install new Valve Water - Inspect Small Tower FY 23 Sewer - Critical Repairs & Manhole Rehab Tuckpointing - Control Bldg & Garages Engineering Fees for 7th ST W Project	Runway Improvmts Grant Denied Interest Income higher LOST projections higher than budgeted Grant Proceeds for Housing Rehab Donations Donations	TOTALS	totals totals verified
City of Cresco	Revenue Fund Account Description	001-280-4310 Gen - Airport 001-280-4310 Gen - Airport	001-650-4710 Gen - City Hall 002-520-4085 Hotel/Motel Tax Fund 091-210-4710 Street Trust 091-240-4710 Street Trust 182-530-4405 Housing Rehab 183-443-4706 FC Trust 184-430-4705 Park Trust	022-910-4832 LOST Project Fund 200-950-4830 Debt Service Fund 001-950-4830 General Fund 322-420-4832 Scene Shop Proj Fund 324-299-4831 Downtown Crosswalk F 612-815-4833 Sewer Operating		094-280-4400 Airport Trust 119-950-4300 Emergency Fund 121-950-4090 LOST 182-530-4405 Housing Rehab 183-443-4705 FC Trust 186-430-4705 Park Tree Trust 189-410-4705 Library Trust		