

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>June 6, 2016 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>June 3, 2016</b>

<b>Mayor:</b>	Jamie Hampton	<b>City Administrator:</b>	Chris Nosbisch
<b>Mayor Pro-Tem:</b>	Marty Christensen	<b>City Attorney:</b>	Robert Hatala
<b>Councilperson:</b>	Paul Tuerler	<b>Assis. Admin/City Clerk:</b>	Sue Ripke
<b>Councilperson:</b>	Scott Rose	<b>Deputy City Clerk:</b>	Marsha Dewell
<b>Councilperson:</b>	Tom Wieseler	<b>Chief of Police:</b>	Doug Shannon
<b>Councilperson:</b>	Eric Roudabush		

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

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 – May 16, 2016 Regular Council Meeting
- 2. Approval of Liquor License – Heritage Days (amended map)
- 3. Approval of Liquor License – Chameleons Pub and Grub
- 4. Approval of Cigarette Permit – Casey's
- 5. Approval of Fireworks Permit – Heritage Days

- E. Public Hearing**

- 1. Public Hearing on Ordinance to Amend Chapter 15 Mayor of the City of Mt. Vernon Municipal Code
  - i. Close Public Hearing – proceed to F-1
- 2. Public Hearing on Ordinance to Amend Chapter 17 Council of the City of Mt. Vernon Municipal Code
  - i. Close Public Hearing – proceed to F-2
- 3. Public Hearing on Ordinance to Amend Chapter 21 Administrator of the City of Mt. Vernon Municipal Code
  - i. Close Public Hearing – proceed to F-3
- 4. Public Hearing on Ordinance to Amend Chapter 92 Water Rates of the City of Mt. Vernon Municipal Code
  - i. Close Public Hearing – proceed to F-4

- F. Ordinance Approval/Amendment**

- 1. An Ordinance Amending Chapter 15 Mayor of the City of Mt. Vernon Municipal Code

- i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading
2. An Ordinance Amending Chapter 17 Council of the City of Mt. Vernon Municipal Code
  - i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading
3. An Ordinance Amending Chapter 21 Administrator of the City of Mt. Vernon Municipal Code
  - i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading
4. An Ordinance Amending Chapter 92 Water Rates of the City of Mt. Vernon Municipal Code
  - i. Motion to approve first reading and proceed with second reading/or suspend rules and proceed to third and final reading

**G. Resolutions for Approval**

1. Resolution Approving Transfers to the General Fund and Cemetery Perpetual Care
2. Resolution Approving a Perpetual Easement Agreement for Fiber Optic and Conduit Cable Between the City of Mt. Vernon, Iowa and ImOn Communications, LLC
3. Resolution Approving the 2016 Mt. Vernon Sealcoat Project
4. Resolution Accepting the 2015 Sanitary Sewer Improvements as Substantially Complete and Preparing to Release the Project Retainage

**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 Information Requests Policy – Council Action as Needed
3. Discussion and Consideration of Website Policy – Council Action as Needed
4. Discussion and Consideration of Pay Application #2 – 2015 Sanitary Sewer Improvements – Council Action as Needed
5. Discussion and Consideration of Quotes for Equipping the New Police Squad Vehicle – Council Action as Needed
6. Discussion and Consideration of Setting Public Hearing Date for an Ordinance to Amend Chapter 5 Operating Procedures of the Mt. Vernon Municipal Code

**K. Reports to be Received/Filed**

1. None

**L. Discussion Items (No Action)**

1. None

**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**

**Call to Order** At 6:30 p.m. Mayor Jamie A. Hampton called the meeting to order.

**Agenda Additions/Agenda Approval.** Motion made by Wieseler to approve the agenda, seconded by Rose. Carried all.

### **Consent Agenda**

Approval of City Council Minutes – May 2, 2016 Regular Council Meeting

Approval of Liquor License – Heritage Days

Approval of Liquor License – Chameleons Pub and Grill

Motion by Tuerler to approve the Consent Agenda, seconded by Wieseler. Carried all.

### **Public Hearing**

Public Hearing on the Fiscal Year 2015-2016 Budget Amendment

Close Public Hearing – proceed to G-1. Mayor Hampton declared the Public Hearing open. As there were no comments from the public Mayor Hampton closed the Public Hearing.

### **Resolutions for Approval**

Resolution Approving Fiscal Year 2015-2016 Budget Amendment. City Administrator Chris Nosbisch explained the three amendments; one for revenues was from an insurance settlement for the traffic lights. The other two were expenses; \$75K for General Government and \$190K to Capital Projects. Tuerler motioned to approve the Fiscal Year 2015-2016 Budget Amendment, seconded by Roudabush. Roll call vote. Motion passes 5-0.

Resolution Accepting the Engagement Letter from Clifton Larson Allen for Professional Auditing Services for FY2015 and Additional Services to be Performed by Brad Hauge. Nosbisch explained that the cost of the audit (\$16,150.00) is the same as what was paid for last years' audit (FY15). Nosbisch asked that when the motion is made a completion date of October 31, 2016 be amended into the contract. Christensen motioned to approve Resolution #5-16-2016B with the stipulation that completion date of October 31, 2016 be included in the Engagement Letter, seconded by Roudabush. Roll call vote. Motion passes 5-0.

### **Motions for Approval**

Consideration of Claims List – Motion to Approve. Tuerler made a motion to approve the Claims List, seconded by Rose. Carried all.

AIRGAS INC	CYLINDER RENTAL FEE-PW	28.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,484.47
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,171.85
ALLIANT IES UTILITIES	ENERGY USAGE	938.85
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	751.21
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	564.17
ALLIANT IES UTILITIES	ENERGY USAGE-FD	357.86
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	15.80
ARAMARK	RUGS-FD	69.34
BALICEK, RITA	CLEANING SERVICE-PD,P&A	75.00
BALICEK, RITA	CLEANING SERVICE-P&A	52.50
BARNYARD SCREEN PRINTER LLC	CTW T-SHIRTS-P&REC	2,110.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-PW	143.00

BENHART, SHERRIE	CLEANING SERVICE-P&A	75.00
BENHART, SHERRIE	CLEANING SERVICE-P&A	52.50
BOREN, DEREK	ASST FIRE CHIEF PAY-FD	525.00
BURROUGHS, RICHARD	CEMETERY MAINT	3,930.00
CAMPBELL SUPPLY CEDAR RAPIDS	DRIVERS SET-PW	199.00
CAREPRO PHARMACY	SUPPLIES-P&A,WAT,SEW	32.64
CARQUEST OF LISBON	VEHICLE MAINT-PW	129.35
CEDAR VALLEY OUTFITTERS CORP	AED BATTERIES-P&A	110.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	842.30
CENTURY LINK	PHONE CHGS-PD	35.81
COMMUNITY DEVELOPMENT GROUP	CTW-FOOD VENDORS-P&REC	305.00
CR/LC SOLID WASTE AGENCY	LEAVES-SW	165.40
CY'S TREE SERVICE	TREE MAINT-RUT	1,600.00
DAN GAINES CONSTRUCTION	DRYWALL FINISHING-POOL BOND	880.00
DAVID OR DIANE HAWTHORNE	CTW-FOOD VENDOR-P&REC	25.00
DEWELL, MARSHA	UNIFORMS-ALL DEPTS	101.72
DEWELL, MARSHA	UNIFORMS-ALL DEPTS	14.86
DIESEL TURBO SERVICES INC	MASTER CYLINDER/SWEEPER	768.75
DIESEL TURBO SERVICES INC	CURB BROOM ALIGNMENT/PELICAN	150.00
DIESEL TURBO SERVICES INC	ALTERNATOR/'91 DUMP TRUCK	104.92
EVIDENT	SUPPLIES-PD	224.09
GARY'S FOODS	SUPPLIES-ALL DEPTS	237.03
GOODLOVE, NATHAN	FIRE CHIEF PAY-FD	416.67
GROUP SERVICES INC	INSURANCE-ALL DEPTS	25,890.36
HARBOR FREIGHT TOOLS	CRANE/F-350-WAT,SEW	144.97
HARRY'S CUSTOM TROPHIES	PLAQUE-FD	42.85
HAWKEYE READY MIX	HANDICAP RAMP/CITY HALL	324.90
HILLS BANK & TRUST COMPANY	2015 GOWTP IMPROVEMENT PROJ	40,875.39
IOWA FIRE CHIEFS ASSOCIATION	MEMBERSHIP-FD	12.50
IOWA ONE CALL	LOCATES-WAT,SEW	62.90
IOWA SOLUTIONS INC	DOMAIN MGMT-ALL DEPTS	100.00
IOWA SOLUTIONS INC	TABLET RESEARCH, EMAIL	172.50
IPERS	IPERS	49.23
J.E.M. ELECTRIC	2016 POOL IMPROVEMENTS-BOND	3,875.00
KIEFER & ASSOCIATES	WHISTLES,MISC-POOL	303.79
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	640.06
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	1,381.00
LINN COUNTY SHERIFF	SHARED SERVICES-PD	1,800.00
LISBON MT VERNON AMBULANCE	AEDS,DEFIB PADS-ALL DEPTS	1,795.00
LISBON MT VERNON AMBULANCE	CPR CARDS-PD	55.00
MIDWEST INJECTION INC	SLUDGE HAULING-SEW	15,000.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,250.29
MOUNT VERNON ACE HARDWARE	BLDG MAINT-FD	42.49
MOUNT VERNON FIRE DEPARTMENT	MEDICAL SUPPLIES-FD	51.85
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	680.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	225.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	860.41
MOUNT VERNON, CITY OF	TRANSFERS-APPROVED 5-2-2016	240,264.34
MOUNT VERNON, CITY OF	CTW START UP CASH-P&REC	100.00
MV ACHERY CLUB	CTW-FOOD VENDORS-P&REC	270.00
MV MASONIC LODGE	CTW-FOOD VENDORS-P&REC	355.00
OFFICE EXPRESS	LABELS,ENVELOPES,GLUE,MISC-P&A	129.60
PACE SUPPLY	LINE CHALK-P&REC	240.00
PAYROLL	CLAIMS	57,530.63

PLUMB SUPPLY CO	FOUNTAIN MAINT-P&REC	123.76
PLUMB SUPPLY CO	BLDG MAINT-RUT	24.90
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	395.28
ROTO-ROOTER	CLEAN PITS-POOL	450.00
SIDERS, MATT	MILEAGE-P&REC	83.70
SITE ONE LANDSCAPE SUPPLY	HERBICIDE-RUT,P&REC	751.88
SNAP ON TOOLS	TOOLS-PW	39.50
SPRAY-LAND USA	SPRAY TIPS, GAUGE, CLEANER-RUT	63.75
SPRAY-LAND USA	CHK VALUES-RUT	32.40
SPRINGER PEST SOLUTIONS CORP	PEST CONTROL-P&A	30.00
STAPLES ADVANTAGE	COPY PAPER, MISC-ALL DEPTS	362.87
STATE HYGIENIC LAB	TESTING-SEW	2,408.00
STUDT, ROBERT	SEC/TREAS-FD	375.00
TEMP VENDOR	CTW 14 MUSICIANS/\$50 EACH	700.00
TRANS IOWA EQUIPMENT INC	2000 PELICAN REPAIR-RUT,SW	508.27
TREASURER, STATE OF IOWA	SALES TAX	3,795.00
TRUENORTH COMPANIES	TRAINING-PW	350.00
TYLER TECHNOLOGIES	SOFTWARE SUPPORT-ALL DEPTS	4,926.02
US CELLULAR	CELL PHONE-PD	116.17
WALKER AG EQUIPMENT	BLADES/HUSTLER-RUT	229.95
WAPSI WASTE SERVICE	GB, RECY, LEAF-SW	22,659.24
WEX BANK	FUEL-PD, WAT, SEW	872.03
	TOTAL	457,509.87

Discussion and Consideration of Change Order #5 – 2015 Street Improvements – Council Action as Needed. Wieseler made a motion to approve Change Order #5, seconded by Tuerler. Carried all.

Discussion and Consideration of Pay Application #6 – 2015 Street Improvements – Council Action as Needed. Nobsch explained the pay app is in the amount of \$54,771.68. He met with Dave Schechinger, V&K, to let him know that they are troubled by the fact that the seeding and rilling have not been done yet. Nobsch said the retainage will not be reviewed/released until these projects have been completed. Christensen moved approval of Pay Application #6, seconded by Tuerler. Carried all.

Discussion and Consideration of Pay Application #2 – 2015 Water Treatment Plant Improvements – Council Action as Needed. The amount of this pay app is \$116,878.81. The improvements have been completed and the project has gone well. Tuerler moved approval of Pay Application #2 – 2015 Water Treatment Plant Improvements, seconded by Rose. Carried all.

Discussion and Consideration of Laptop/Tablet Purchase for Squad Vehicles – Council Action as Needed. Chief Doug Shannon stated that he would like to replace two squad car laptops with tablets. The purchase would be predicated on the ability of the tablets being able to connect with Linn County. Laptops will again be purchased if the connection cannot be made. Two quotes were received; one from Racom and the other from Patrol PC. Chief Shannon said he will be recommending Racom because they are local and because of the competitive price. No Iowa agencies are using Patrol PC. The cost for two tablets from Racom is \$9,943.13. This is a budgeted purchase. Tuerler made the motion to approve the laptop/tablet purchase for squad vehicles, seconded by Wieseler. Carried all.

Discussion and Consideration of Setting Public Hearing Date for an Ordinance to Amend Chapter 15 Mayor of the Mt. Vernon Municipal Code – Council Action as Needed. Nobsch explained that after discussing this with the Personnel Committee they would like City Department Heads to answer to the City Administrator. In the current contracts there are three persons they answer to. City Attorney Robert Hatala

said that if the contracts are changed the Code has to also be changed. Agenda items J-6 through J-8 are small verbiage changes. Motion to Amend Chapter 15 of the Mount Vernon Municipal Code made by Wieseler, seconded by Rose. Carried all.

Discussion and Consideration of Setting Public Hearing Date for an Ordinance to Amend Chapter 17 Council of the Mt. Vernon Municipal Code – Council Action as Needed. Move for change to Chapter 17 of the Mount Vernon Municipal Code made by Rose, seconded by Wieseler. Carried all.

Discussion and Consideration of Setting Public Hearing Date for an Ordinance to Amend Chapter 21 City Administrator of the Mt. Vernon Municipal Code – Council Action as Needed Rose made the motion to amend Chapter 21 City Administrator of the Mount Vernon Municipal Code, seconded by Roudabush. Carried all.

Discussion and Consideration of Setting Public Hearing Date for an Ordinance to Amend Chapter 92 Water Rates of the Mt. Vernon Municipal Code – Council Action as Needed. The rates for Water and Sewer are set by Code to automatically increase every year by 3%. At the 5-18-2015 council meeting when the WTP Improvements project was being discussed the previous administrator said that water rates will have to be increased an additional 4-5% to cover the costs of the borrowing for the life of a ten year bond. Nobsch proposed changing the Ordinance to reflect an additional 5% increase. Nobsch said that he would have more information at the public hearing; how much the 5% would bring in, total project costs/the full financial picture. Wieseler asked if there is a policy for large use consumers that explains a larger than normal increase giving them plenty of time to prepare to which Nobsch said that there will have been two public hearings and it will be in the paper but also it will be part of the new CIP plan; approved projects will have funding sources. There isn't much that can be done with this increase as the first bond payment has already been made. Rose moved to amend Chapter 92 Water Rates of the Mount Vernon Municipal Code, seconded by Tuerler. The Public Hearing date is set for June 1, 2016. Carried all.

Discussion and Consideration of Zoning Text Amendment Request – Jim Moore – Council Action as Needed. Mayor Hampton recommended that Council send this back to Planning and Zoning for a recommendation which will be brought back to Council. Tuerler asked if a variance could be granted. Nobsch said a variance cannot be granted for use and explained that the change being asked for is a small area currently zoned Light Industrial. L.I. does not allow for retail. The first thought was to re-zone the area but by doing that it will lose some of its other uses. Jim Moore is asking for a text amendment whereas retail is allowed in a Light Industrial district. The text amendment could allow retail as a permitted use, it could be a conditional use or it can stay the same and not allow retail at all. Based on the way the Zoning Code is structured there are only two bodies that can initiate a text amendment change; Planning and Zoning and Council. If the Council decides that they want P&Z to look at this further one of the Council will have to make a motion remanding this to P&Z for study. P&Z then has 60 days to make a recommendation to Council. If needed they can ask Council for an additional 30 days (90 days total). P&Z chose, at their meeting, not to make a recommendation and is why Council has it now. Tuerler moved that Council remand back to Planning and Zoning Commission for recommendation, seconded by Wieseler. Carried all.

### **Reports to be Received/Filed**

Mt. Vernon Police Report. There were three reported collisions and 31 reported incidents in April. National Drug Drop Event was held on April 30<sup>th</sup>; 127 pounds of unwanted medications were collected. Officer Gehrke attended recertification as a Child Passenger Seat Safety Technician. Officer Daubs attended recertification as a Patrol Rifle Instructor and also attended the Governor's Traffic Safety Conference. Department recertification on handgun, patrol rifle and taser was completed on 5-4-2016. Officers worked an additional 18 hours of traffic enforcement. Chief Shannon stated that the burglary case is still in progress.

Mt. Vernon Parks and Recreation Report. Master Parks Plan will be finalized at the May 17<sup>th</sup> P&Rec Board meeting with a recommendation to bring it forward to Council in June. Pool improvements continue. Chalk the Walk was a huge success with 133 artists.

Mt. Vernon Public Works Report. Hydrants were flushed last month. The WTP at Prairie Park is back on line. Chloramines will be added to the water until the proper bacteria can form and grow in the new filter. City Hall has a new ADA ramp with 2 inch curb added to the open side of the ramp. This will allow City Hall to continue being a polling station.

**Discussion Items (No Action)**

Website Policy.

Information Requests Policy

The Website Policy and the Information Requests Policy establish guidelines. Nosbisch said he will bring these back for formal adoption so encouraged Council to contact him if they had any questions or concerns.

**Reports of Mayor/Council/Administrator**

Mayor's Report. Mayor Hampton encouraged residents to take advantage of the rain barrel program before the \$5k is gone.

City Administrator's Report. Nosbisch was a judge for the local "Open 4 Business" completion. Planning and Zoning will be reviewing various issues surrounding rental housing over the next few month. Staff met with Confluence to discuss the possible parameters of a sub-area plan in an effort to establish a potential fee structure for discussion. Staff met with V&K to discuss several item facing the community. Nosbisch thanked all those who helped make Chalk the Walk such a success.

**Adjournment.** As there was no further business to attend to the meeting adjourned, the time being 7:44, May 16, 2016.

Respectfully submitted,  
Sue Ripke  
City Clerk



## Marsha Dewell

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**From:** Licensing@IowaABD.com  
**Sent:** Thursday, May 12, 2016 2:33 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LC0037742	Submitted to Local Authority	Chameleons Pub & Grub (119 1st St W Mount Vernon Iowa, 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.iowaABD (866.469.2223) (select option 1), locally 515.281.7400 (select option 1).

For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)



# DISPLAY INFORMATION

Please complete the following information:

Display Date: July 7, 2016 Rain Date: 7-8-16

Time of Display: aprox: 9:30pm

Name of **Organization Purchasing** Display: Mt. Vernon Heritage Days

Billing Address: PO Box 73

City, State, Zip: Mt. Vernon, IA. 52314

Telephone: 319-899-6118 Fax: \_\_\_\_\_ E-mail: wsquiers@fusion-architects.com

Name of **Contact Person**: Wade Squires

Contact Address: same

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: wsquiers@fusion-architects.com

Send **invoice** to: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

### OFFICE USE ONLY

J & M Fired  Customer Pick Up at \_\_\_\_\_  Insurance Extension:  YES or  NO  On Site Delivery

**Delivery:** Contact Delivery Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Delivery Address: PALO BUNKER

Delivery County: Linn

Additional Contact Persons & Telephone Numbers: \_\_\_\_\_

Proposal # 82588 Final Show \$: 4,000.00

Bonuses: 8% Prepayment 15% Multiple Year Agreement \_\_\_\_\_ Pick Up

Sales Representative: Whitlock Customer PO Number: \_\_\_\_\_

O# \_\_\_\_\_ C# \_\_\_\_\_

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IQ received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date _____ Check# _____

Exp. \_\_\_\_\_

## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of March, 20 16, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and Mt.Vernon Heritage Days, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 4,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 7, 20 16 at approximately 9:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

the sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ \_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ \_\_\_\_\_ in full by March 27, 2016 (70 days prior to the event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ \_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date)  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Weather Delay/Cancellation.** If Buyer postpones or cancels the fireworks display after the Seller has arrived on site and began setting up the display, the Buyer shall pay to the Seller the amount of the shoot fee \$ cc370.00 as payment in full for the postponement/cancellation fee. If the Buyer postpones or cancels the display prior to Seller arriving on site for set up, there will be no charge for rescheduling.

**4. Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 8, 2016 or another date as agreed to by both parties. The determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller. In the event the Buyer does not choose to reschedule another date or cannot agree to a mutually convenient date with the Seller, then the Seller shall be entitled to thirty percent (30%) of the contract price for full settlement of this Agreement.

**5. Insurance. (Check one of the below options):**

Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

# J & M Displays Proposal MT.Vernon Heritage Days

## Main Event

### Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Mixed effects 228 shot (three minute cake)		\$369.80	\$369.80
1	Mixed shape cake - show in a box 218 shot		\$473.80	\$473.80
Category shell Count: 446				\$843.60

### Ignition Items

Quantity	Name	Rising Effect	Price	Total
6	Fireworks port fire 30 minute Spikeless Waxed		\$0.01	\$0.06
10	Igniter 2 meter leads		\$1.95	\$19.50
Category shell Count: 0				\$19.56

### 3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
6	Dark salute (no Ti)		\$9.10	\$54.60
Category shell Count: 6				\$54.60

### 3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue peony		\$9.85	\$9.85
1	Blue ring pattern		\$9.85	\$9.85
1	Four color peony		\$9.85	\$9.85
1	Green peony		\$9.85	\$9.85
1	Orange peony	orange tail	\$9.85	\$9.85
1	Pink Peony	purple tail	\$9.85	\$9.85
1	Purple peony		\$9.85	\$9.85
1	Red and blue dahlia		\$9.85	\$9.85
1	Red peony		\$9.85	\$9.85
1	Asst B of 20 (5 report& 15 color) Patriotic shells W/O CONNECTORS	mixed tails	\$179.50	\$179.50
1	Asst C of 20 (5 report& 15 color) J&M Brand shells W/O CONNECTORS		\$179.50	\$179.50
1	Asst G Of 20 diff J&M shells W/O CONNECTORS		\$197.75	\$197.75
Category shell Count: 69				\$645.40

# J & M Displays Proposal MT.Vernon Heritage Days

## Main Event

### 4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Brocade ring		\$18.85	\$18.85
1	Four color peony		\$18.85	\$18.85
1	Gold cross rings		\$18.85	\$18.85
1	New Color peonies assorted		\$18.85	\$18.85
1	Pink dahlia		\$18.85	\$18.85
1	Red and blue dahlia with silver glitter		\$18.85	\$18.85
8	CHANSHAN SHELL - Mixed color peony		\$21.00	\$168.00
1	Crackling willow		\$31.90	\$31.90
1	Glitter crossette	flower crown tail	\$31.90	\$31.90
1	Glittering gold to Ruby kamuro w/strobe pistil		\$31.90	\$31.90
1	Glittering willow	glitter tail	\$31.90	\$31.90
1	Lemon and pink ring with crackling pistils	whistling tail	\$31.90	\$31.90
1	Midnight snow ring with double color peony		\$31.90	\$31.90
1	Rainbow crossette		\$31.90	\$31.90
1	Asst G of 20 diff J&M Brand Shells W/O CONNECTORS		\$342.00	\$342.00
1	Asst K Of 20 diff J&M Brand shells W/O CONNECTORS		\$342.00	\$342.00
Category shell Count: 61				\$1,188.40

### 4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Green and purple with artillery		\$53.85	\$53.85
1	Green with whistles		\$53.85	\$53.85
1	Lemon and purple with artillery		\$53.85	\$53.85
1	Lemon with whistles		\$53.85	\$53.85
1	Orange and green with artillery		\$53.85	\$53.85
1	Red and blue with artillery		\$53.85	\$53.85
2	Red and blue with whistles		\$53.85	\$107.70
1	Red with whistles		\$53.85	\$53.85
1	Silver wasp and diamond screamer		\$53.85	\$53.85
Category shell Count: 10				\$538.50
Section shell Count: 592				\$3,290.06

## Finales

### 3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
1	Report and palm finale 10 shot with rising tails		\$118.45	\$118.45
Category shell Count: 10				\$118.45

### 4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
3	Crackling Kamuro Chrysanthemum		\$40.05	\$120.15
Category shell Count: 3				\$120.15
Section shell Count: 13				\$238.60

# J & M Displays Proposal MT.Vernon Heritage Days

**Free 15% for Multiple Year Agreement & 8% pre pay bonus**

## **3 Inch Salutes**

<u>Quantity</u>	<u>Name</u>	<u>Rising Effect</u>	<u>Price</u>	<u>Total</u>
1	Titanium salute with rising whistle	rising whistle	\$9.10	\$9.10
Category shell Count: 1				\$9.10

## **3 Inch Finales**

<u>Quantity</u>	<u>Name</u>	<u>Rising Effect</u>	<u>Price</u>	<u>Total</u>
5	Color and report finale 10 shot with tails	silver tail	\$118.45	\$592.25
Category shell Count: 50				\$592.25
Section shell Count: 51				\$601.35

# J & M Displays Proposal

## MT.Vernon Heritage Days

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks price:	\$3,528.66	Total shell count:	656
Discount:	<u>\$488.66</u>	Packing check:	79
Sub-total Fireworks:	<b>\$3,040.00</b>	Date of display:	7/7/2016
Sales tax:	\$0.00	Customer number:	0
Local sales tax:	\$0.00		
Insurance processing :	\$430.00		
License and permit:	\$0.00		
Shoot fee :	\$370.00		
Delivery:	\$180.00		
Musical firing:	\$0.00		
Shoot cost:	\$0.00		
Total price of show:	<b>\$4,000.00</b>		

Proposal print 11

### Summary of Free Items Added to Your Show

See previous pages for a listing of free items

Free items are based on the \$3,040.00 fireworks subtotal

\$601.35 Free for Multiple Year Agreement

\$601.35 Total free

**Total value of show is \$5,090.01. Your price is \$4,000.00**

Free Items Summary

### Please note the following comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J & M Displays, Inc. requests that all information be safe-guarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J & M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<b>INSURER A:</b> Everest Indemnity Insurance Co.      10851	
	<b>INSURER B:</b> Everest National Insurance Company      10120	
	<b>INSURER C:</b> Maxum Indemnity Company      26743	
	<b>INSURER D:</b> Axis Surplus Insurance Company      26620	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2037626239      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			S18ML00060-161	1/15/2016	1/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			S18CA00033-161	1/15/2016	1/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXC6028118-01	1/15/2016	1/15/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability			EAU791767	1/15/2016	1/15/2017	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
 FIREWORKS DISPLAY DATE: JULY 7, 2016  
 RAIN DATE: JULY 8, 2016  
 LOCATION OF EVENT: BACK FAREWAY OF GOLF COURSE

ADD'L INSURED: THE CITY OF MT VERNON, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, See Attached...

<b>CERTIFICATE HOLDER</b>  Mt. Vernon Heritage Days Inc. PO Box 73 Mt. Vernon IA 52314	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; MT VERNON HERITAGE DAYS INC. (SPONSOR); HILLCREST COUNTRY CLUB (PROPERTY OWNER).

## **E. Public Hearing**

**AGENDA ITEM # E – 1**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Public Hearing – Chapter 15 Amendment
<b>ACTION:</b>	None

**SYNOPSIS:** This is the time set for the public hearing on the amendment to Chapter 15 Mayor. The amendment is removing the supervisory duties for the departments from the Mayor's authority. The Mayor is still has the power to examine all departments and call for special reports although they will not have day to day supervisory authority. The amendment also removes the City Treasurer and City Attorney from the appointees made by the Mayor.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None – Proceed to F - 1

**ATTACHMENTS:** See F - 1

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

**AGENDA ITEM # E – 2**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Public Hearing – Chapter 17 Amendment
<b>ACTION:</b>	None

**SYNOPSIS:** This is the time set for the public hearing on the amendment to Chapter 17 Council. The amendment removes the Parks and Recreation Director, Public Works Director, and Water/Wastewater Superintendent from the list of Council appointed positions. It also adds City Treasurer and City Attorney to the list of Council Appointees.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None – Proceed to F - 2

**ATTACHMENTS:** See F - 2

**PREPARED BY:** Chris Nusbisch

**DATE PREPARED:** 6/1/16

**AGENDA ITEM # E – 3**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Public Hearing – Chapter 21 Amendment
<b>ACTION:</b>	None

**SYNOPSIS:** This is the time set for the public hearing on the amendment to Chapter 21 Administrator. The amendment places the day to day coordination of activities and employees under the City Administrator (except Police Department). It removes the limitation placed on the Administrator regarding discipline for employees, although no department head can be hired or fired by the Administrator without Council approval. The amendment also states that the Administrator cannot hire the Parks and Rec Director, Public Works Director, or Water/Wastewater Superintendent without Council approval.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None – Proceed to F - 3

**ATTACHMENTS:** See F - 3

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

**AGENDA ITEM # E – 4**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Public Hearing – Chapter 92 Amendment
<b>ACTION:</b>	None

**SYNOPSIS:** This is the time set for the public hearing on the amendment to Chapter 92.02 Usage Rate. The attached memo will give you additional information regarding the proposed increase.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None – Proceed to F - 4

**ATTACHMENTS:** See Memo and F - 4

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

# Memorandum

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**To:** Mayor and City Council  
**From:** Chris Nosbisch, City Administrator  
**Date:** 6/3/2016  
**Re:** 2016 Water Rates

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As the City Council set the public hearing date at our last meeting, a number of questions were raised about existing rates and how the additional 5% would affect homeowners. Below is some basic information as it relates to the changes in rates, and a survey that was conducted by French – Reneker – Associates, Inc. on average water and sewer rates in the State. The five percent increase on top of the planned 3% is only for water. The sewer rates will increase the set 3% for the 2016-2017 fiscal year.

In speaking with office staff, the average four or five person home will use an average of 600-800 cubic feet of water (4,500 to 6,000 gallons per month). Water rates are subject to the 7% sales tax although the survey does not establish whether or not the 7% is included in their averages. The numbers shown for the Mt. Vernon rates includes the 7% sales tax number.

*Note: Mt. Vernon charges based upon cubic feet. However, individuals like myself, tend to measure water and other liquids by the gallon. To that end, I will show our rates and averages based upon both units of measure.*

1 cubic foot = 7.48052 gallons

## **Rate Changes:**

### Rate based upon 600 cubic feet (approx. 4,500 gallons)

- Current rate	=	\$31.95
- Rate Effective July 2016 (3%)	=	\$32.92
- Rate for July 2016 with Additional 5%	=	\$34.56

Rate based upon 700 cubic feet (approx. 5,200 gallons)

- Current rate	=	\$37.28
- Rate Effective July 2016 (3%)	=	\$38.40
- Rate for July 2016 with Additional 5%	=	\$40.33

Rate based upon 800 cubic feet (approx. 6,000 gallons)

- Current rate	=	\$42.60
- Rate Effective July 2016 (3%)	=	\$43.89
- Rate for July 2016 with Additional 5%	=	\$46.09

As I stated above, French - Reneker sampled 197 cities and 15 rural water systems. They received 77 replies, with the lowest population response coming from Plano, IA (70) and the largest population response from Cedar Rapids, IA (126,000). The latest survey information shows the average rates in 2015. All of their rates were completed in gallons and the conversion to cubic feet would be as follows:

- 3,000 gallons	=	400 cubic feet
- 5,000 gallons	=	602 cubic feet
- 10,000 gallons	=	1,338 cubic feet
- 100,000 gallons	=	13,368 cubic feet

According to the French – Reneker survey, the average rate for 5,000 gallons of water in 2015 was \$36.19 (Mt. Vernon’s will be \$38.48). In this time frame, the high bill for the responding communities for 5,000 gallons is \$71.34 and the low was \$13.00. The new minimum water charge for the City of Mt. Vernon will be \$12.68, while the average is \$15.16.

Given this information, the water rates for Mt. Vernon will be slightly higher than the average if the other communities held there rates through the FY 15-16 budget cycle.

Meredith looked at the monthly averages and we estimate that the City bills for approximately 1,000,000 cubic feet per month (of course this varies). At this billable amount, the City would collect an additional \$48,000 a year (with the 5% increase). The yearly bond payment for the \$375,000 note varies from \$39,000 to \$43,000 (including interest). This is a ten year note and is scheduled to be paid off in 2025. If the Council chose to look at the 4% increase instead of the 5%, it would generate approximately \$42,500 per year.

## **F. Ordinance Approval/Amendment**

Prepared by: City of Mt. Vernon, City Hall,  
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314  
(319) 895-8742

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 15 MAYOR OF THE CITY OF MT. VERNON MUNICIPAL CODE**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:**

**SECTION 1. AMENDMENT.** The existing 15.02 (1.) is hereby repealed and replaced with a new 15.02 (1.). Chief Executive Officer. Act as the chief executive officer of the City and presiding officer of the Council. Have the power to examine all functions of the municipal departments, their records and to call for special reports from the City Administrator at any time.

**SECTION 2. AMENDMENT.** By deleting 15.03 2. C. City Treasurer and D. City Attorney.

**SECTION 3. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Jamie Hampton - Mayor

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as  
Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sue Ripke, City Clerk

Prepared by:	City of Mt. Vernon, City Hall, Chris Nosbisch, City Administrator	213 First St. NW, Mt. Vernon, IA 52314 (319) 895-8742
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**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 17 COUNCIL OF THE CITY OF MT. VERNON MUNICIPAL CODE**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:**

**SECTION 1. AMENDMENT.** By deleting 17.05 1. C. Parks and Recreation Director, D. Public Works Director, and F. Water/Wastewater Superintendent, and adding C. City Treasurer and D. City Attorney.

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Jamie Hampton - Mayor

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sue Ripke, City Clerk

Prepared by:	City of Mt. Vernon, City Hall, Chris Nosbisch, City Administrator	213 First St. NW, Mt. Vernon, IA 52314 (319) 895-8742
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**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 21 ADMINISTRATOR OF THE CITY OF MT. VERNON MUNICIPAL CODE**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:**

**SECTION 1. AMENDMENT.** The existing 21.02 (3.) is hereby repealed and replaced with a new 21.02 (3.) Supervise all departments of the City and give direction to department heads concerning functions of their departments as it relates to the day-to-day coordination of activities and employees. This excludes the Police Chief and all members of the Police department staff, but does include the City Clerk/Deputy City Administrator.

**SECTION 2. AMENDMENT.** Hereby repealing the following language from 21.02 (4.) However, the City Administrator's authority to discipline employees identified in Sections 15.03 and 17.05 is limited to giving and oral reprimand, written reprimand or by suspending them without pay for up to three (3) days without prior approval.

**SECTION 3. AMENDMENT.** The existing 21.02 (6.) is hereby repealed and replaced with a new 21.02 (6.) Hiring and dismissal of the Parks and Recreation Director, Public Works Director, Water/Wastewater Superintendent, subject to City Council approval. Hiring and dismissal of all employees not specifically identified or exempted in 15.03, 17.05, and 21.02.

**SECTION 4. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Jamie Hampton - Mayor

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as  
Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sue Ripke, City Clerk

Prepared by:	City of Mt. Vernon, City Hall, Chris Nosbisch, City Administrator	213 First St. NW, Mt. Vernon, IA 52314 (319) 895-8742
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 92.02 USAGE RATE OF THE CITY OF MT. VERNON MUNICIPAL CODE**

**BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA:**

**SECTION 1. AMENDMENT.** By adding the following language, "Beginning August 1, 2016, the water service charge will increase 5%. This increase is in addition to the automatic 3% increase effective July 1, 2016."

**SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Jamie Hampton - Mayor

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sue Ripke, City Clerk

## **G. Resolutions for Approval**

**AGENDA ITEM # G – 1**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Budget Transfers
<b>ACTION:</b>	None

**SYNOPSIS:** The City is allowed to make transfers from special revenue accounts to the general fund to defray costs. At this time, City staff is recommending the following transfers:

LOST III	\$211,184.11
Emergency Levy	\$ 35,044.49
Employee Benefits Levy	\$298,289.67
Perpetual Care	\$ 1,440.00

For perpetual care, 20% of the fiscal year cemetery sales are transferred into perpetual care.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Supporting Documents

**PREPARED BY:** Chris Nusbisch

**DATE PREPARED:** 6/1/16

RESOLUTION #6-6-2016A

A resolution approving transfers.

From: Employee Benefit	To: General Fund	\$298,289.67
From: LOST III	To: CIP	\$221,184.11
From: Law/Emergency Levy	To: General Fund	\$ 35,044.49
From: Perpetual Care	To: Investment/TCD	\$ 1,440.00

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_ to \_\_\_\_\_  
Resolution #6-6-2016A

Resolution #6-6-2016A \_\_\_\_\_ on June 6, 2015 by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL  
MOUNT VERNON, IOWA

\_\_\_\_\_  
Jamie A. Hampton, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke  
Asst. Administrator/City Clerk

<b>TRANSFERS</b>	<b>From</b>	<b>Into</b>		
<b>Transfers #1</b>	LOST III / 303-950-6920	140-950-4830	Sidewalk expense	5,288.72
	LOST III / 303-950-6920	140-950-4830	1st & 1st Traffic lights	215,611.39
	LOST III / 303-950-6920	140-950-4830	Quiet Zone expense	284.00
	Reason - Zero out fund expenses			<u>221,184.11</u>
<b>Transfer #2</b>	Law/Emergency Levy/113-950-6910	001-000-4830	To zero out Fund	35,044.49
<b>Transfer #3</b>	Employee Benefit/112-950-6910	001-000-4830	To zero out Fund	298,289.67
<b>Transfer #4</b>	Perpetual Care/500-450-6910	Investment/TCD	20% of FY16 Cemetery Sales	1,440.00

excel/FY16 YE Transfers

**AGENDA ITEM # G – 2**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Perpetual Easement
<b>ACTION:</b>	None

**SYNOPSIS:** Attached is a resolution approving a perpetual easement agreement between the City and ImOn Communications. V&K Engineering and City staff have reviewed the agreement and route. As part of the agreement, ImOn will be running conduit for the City to strategic locations (planning for future connections).

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

**RESOLUTION #6-6-2016B**

**RESOLUTION APPROVING PERPETUAL EASEMENT AGREEMENT FOR FIBER OPTIC AND CONDUIT CABLE BETWEEN IMON COMMUNICATIONS, LLC AND THE CITY OF MT. VERNON, IOWA**

WHEREAS, ImOn Communications, LLC is requesting permission to install, operate, maintain and repair upon or within certain streets and public right of ways found within the corporate boundaries of the City, and

WHEREAS, fiber optic installations generally require boring for underground conduits with no above ground lines, and

WHEREAS, the City Council of the City of Mt. Vernon, Iowa is willing to grant ImOn Communications a non-exclusive perpetual easement subject to conditions found within the easement agreement, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the perpetual easement agreement, attached hereto and made a part thereof, be approved.

RESOLVED this 6th day of June, 2016.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

## **PERPETUAL EASEMENT AGREEMENT FOR FIBER OPTIC AND CONDUIT CABLE**

THIS EASEMENT AGREEMENT, made and entered into this 2nd day of June, 2016 by and between the CITY OF MOUNT VERNON, a municipal corporation organized and existing under the laws of the State of Iowa (the City); and ImOn Communications, LLC an Iowa limited liability company (the Company). Hereinafter the City and the Company shall be referred to as the Parties.

WHEREAS, the Company desires a perpetual, nonexclusive easement for the continued use of specified City Right-Of-Way (ROW). The specific Easement Locations are designated in Exhibit A1. The purpose of such Easement will be for the Company to construct, reconstruct, operate, maintain, and repair a fiber optic system including cables, conduit, handholes and appurtenances on the City owned ROW depicted on Exhibit A1, which is attached hereto and incorporated herein by reference (the Easement Premises); and

WHEREAS; installation of fiber optic cables and conduits generally requires boring for underground conduits with no above ground lines except for fiber entry points into the buildings; and

WHEREAS; the Company desires to install, operate, maintain and repair upon or within certain streets and public rights of way within the corporate boundaries of the City;

WHEREAS; the City is willing to grant to the Company a non-exclusive perpetual easement aforesaid upon the conditions hereinafter set forth;

WHEREAS; the City and Company have authorized the execution of this agreement as an exercise of the City's home rule authority as provided for by State Code of Iowa and the Company's corporate authority;

WHEREAS; the City Council enacted Resolution \_\_\_\_\_ on \_\_\_\_\_, 2016 to authorize the City Administrator to sign this Agreement;

WHEREAS; the Parties have agreed to be bound by the terms and conditions set forth herein which shall govern the uses of the public rights of way, and the Conduits and fiber described above;

NOW, THEREFORE, in consideration of the foregoing recitals and terms, conditions and mutual promises set forth herein, the parties agree as follows:

### **ARTICLE ONE: DEFINITIONS**

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this Agreement, the word "shall" is mandatory, and the word "may" is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

- a) "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control with a party to the Agreement.
- b) "Cable" shall mean all fiber optic cable now or hereafter owned or controlled by the Company located within the jurisdiction as now or hereinafter constituted.
- c) "Conduit" shall mean the type and location of conduit used and installed as provided in this Agreement and Exhibit A1.
- d) "Facilities" means all physical components of the Companies private network located within the jurisdiction, including without limitation cables, poles, wires, pipes, underground conduits, ducts, equipment cabinets, handholes, vaults, fiber optic cables and devices, switches, routers, amplifiers, power supplies and other structures and appurtenances.
- e) "Fibers" shall mean the number and type of optical fibers at all locations as provided in this Agreement and all Exhibit A1.
- f) "Jurisdiction" shall mean within the corporate boundaries of the City as now or hereinafter constituted.
- g) "Rights of Way" shall mean city streets, roads, alleys, sidewalk areas and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for Utility purposes. The term shall not include any other property owned or leased by the City or any other proprietary, public or municipal us
- h) "Perpetual" shall mean permanent continuing forever or for a very long time without stopping
- i) "Non-Exclusive" shall mean that certain rights or privileges are shared, or conversely do not belong to just one person, entity, or corporation. Rights or privileges that more than one person, entity, or corporation has certain access to.
- j) "Underlying Rights" shall mean all deeds, leases, easements, pole sharing agreements and other interests

## **ARTICLE TWO: TERM OF EASEMENT**

1. Subject to the Parties' compliance at all times with all the terms and conditions of this Agreement, all of City's ordinances, and all applicable local, state and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit and building code requirements) and the City's prior and superior right to usage for municipal purposes, City hereby grants to the Company insofar as it has or may have the requisite power and authority to do so, permission to make reasonable use of the Rights of

Way and the Conduit, pursuant to Exhibit A1, to construct, install, operate and maintain the Facilities within the jurisdiction; provided, however, that with respect to state highways, the parties must separately obtain consent from the Iowa Department of Transportation (IDOT).

2. The permission granted herein to make use of the Rights of Way shall not be deemed to be a franchise, or an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons.
3. The City retains the following rights in regard to this Agreement:
  - (a) To terminate this Agreement for misuse, non-use or failure of the Company to comply with the provisions hereof.
  - (b) To use, control and regulate the use of City streets, roads, easements, other public places and the Rights of Way, and the space above and beneath the same; and
  - (c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary, in the reasonable judgment of the City, for any public or municipal purpose or project, at the Company's sole cost and expense (or its proportionate share of expenses if the City shares Facilities with the Company)
  - (d) The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions contained herein contained, such as charter provisions, ordinances and rules and regulations as may be deemed necessary by the city to promote the health, safety and welfare of its inhabitants and their property, whether in the ROW or outside of the ROW.

### **ARTICLE THREE: USE OF RIGHTS OF WAY**

1. Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of persons, or interfere with any public improvements the City or other governmental entities or other parties (including storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the free use of the streets or other public ways. All facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.
2. All construction, excavation maintenance and repair work done by the Parties shall be completed in a good workmanlike and expeditious manner which minimizes the inconvenience to the general public and individuals. All such construction, excavation, maintenance and repair work done by or on behalf of the parties shall comply with all applicable codes of the City and

the State of Iowa. The City shall have the right to inspect all construction or excavation work to insure compliance with applicable codes and permits, and may order corrective work when necessary.

#### **ARTICLE FOUR: LIABILITY AND INDEMNIFICATION**

1. The Company shall indemnify the City for, and hold it harmless from all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to this Agreement. The City shall notify the Company's representative within 90 days after the presentation of any claim or demand to the City, either by suit, or otherwise, made against the City on account of any negligence or contract as aforesaid on the part of the Company. Failure to do so shall not relieve the company of its obligation to the City. The Company further agrees as follows:

- a. Commercial General Liability Insurance, written on an Occurrence Basis with limits not less than \$1,000,000 per occurrence / \$2,000,000 general aggregate (on a per location and/or per job basis) Bodily Injury and Property Damage, including the following coverage's:

Premises and Operations Coverage  
Independent Contractor's Coverage  
Contractual Liability covering liabilities assumed under this Agreement  
Products and Completed Operations Coverage  
Broad Form Property Damage Liability endorsement  
Personal Injury Liability, including Contractual

- b. Workers' Compensation Insurance and Occupational Disease Insurance (or maintenance of a legally permitted and governmentally-approved program of self-insurance) in accordance with statutory requirements of the state and/or Federal Regulations (FELA, USL&H, Jones Act) and Employers' Liability Insurance with limits not less than:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Accident	\$500,000	Each Employee

And covering location of all work places involved in this Agreement.

- c. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits of \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits, including Sudden and Accidental Pollution Liability, as appropriate.
- d. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence / aggregate where applicable to be excess of the coverage and limits required in a, b and c. above.

## **ARTICLE FIVE: CONSTRUCTION OF FACILITIES AND IMPROVEMENTS**

- 1. The construction and installation of the improvements of the Company on the Easement Premises shall be in accordance with plans and specifications prepared at the Company's expense and supplied to the City by the Company. No work shall commence until said plans and specifications have been approved in writing by the City Engineer.**
- 2. The construction and installation of the Improvements and Facilities by the Company on the Easement Premises shall be completed to the satisfaction of the City Engineer. The Company shall complete construction of the Facilities and Improvements and shall restore the surface of the Easement Premises to the condition which existed prior to such construction (collectively the "Total Fiber Work") within six (6) months of the date contemplated herein, \_\_\_\_\_ 2017, then the City will send a written notice (the "First Notice"), subject to Force Majeure (as defined below). In the event the Company has not completed the Total Fiber Work by the End of such six (6) month period, the City shall be permitted to send a written notice (the "Second Notice") to the Company stating that the Company must complete such Total Fiber Work within forty-five (45) days of the receipt of the Second Notice. If the Company has not completed the Total Fiber Work within such forty-five (45) day period, the City, upon written demand to the Company, shall be permitted to collect a per diem fee from the Company in the amount of \$150.00 for each day beyond such forty-five (45) day period that the Company has not completed the Total Fiber Work. As used herein, the term "Force Majeure" shall mean labor disputes, acts of God, moratoriums, war, riots, insurrections, civil commotion, a general inability to obtain labor or materials or reasonable substitutes for either, fire, unusual delay in transportation, severe and adverse weather conditions preventing performance of the total Fiber Work, unavoidable casualties, unforeseeable acts or failures to act by any governmental entity, quasi-governmental entity and/or utility company or their respective agents or employees (including but not limited to the failure to install utility improvements), unforeseeable governmental, quasi-governmental or utility company restrictions, regulations or controls including the inability to obtain the necessary approvals necessary to complete, among other things, the Total Fiber Work and delays caused by the breach of this Easement Agreement or default under this Easement Agreement by the City.**
- 3. The Company shall construct, install, operate, maintain, and remove all Private, Facilities and Improvements as designated in Exhibit A1 in a good and workmanlike manner at its sole cost, risk, and expense. The Company shall be solely responsible for providing maintenance support for all Private Facilities and Improvements, located in the easement Premises. The Company shall be solely responsible for any costs and expenditure associated with any and all costs associated with the Private Facilities and Improvements during the duration of this Easement Agreement.**
- 4. The Company shall relocate or remove the Private Improvements and Facilities existing or constructed upon the Easement Premises at no cost to the city; in the event that said relocation or removal is required for the corporate purposes of the City.**

5. From time to time the Company may at the City's request construct, install, operate, maintain, and remove Public and Shared Facilities, and Public and Shared Improvements as designated in Exhibit A1. Such work will be done in a good and workmanlike manner at the cost and expense terms designated in Exhibit A1.
6. City shall, operate, maintain, relocate, and remove all Public Improvements and Public Facilities in a good and workmanlike manner at its sole cost, risk, and expense. The City shall be solely responsible for providing maintenance support for all Public Facilities and Improvements, located in the easement Premises.
7. The Company shall be solely responsible for providing maintenance support for all Shared Facilities and Improvements, located in the easement Premises. The Company and the City shall share all costs and expenditure associated with any and all costs associated with the Shared Facilities and Improvements during the duration of this Easement Agreement.

#### **ARTICLE SIX: MISCELLANEOUS PROVISIONS**

1. The making, execution and delivery of this easement by the city have not been induced by any representations, statements, warranties, or agreements other than those herein expressed.
2. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, their officers, agents, representatives and employees, relating to the subject matter thereof.
3. The Parties agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa and that venue for any disputes shall be Johnson County, Iowa.
4. This Agreement may be modified or amended only in writing signed by the Company and the City. It may not be amended or modified by oral agreements between the parties unless they are in writing duly executed by the Company and the City.
5. Incorporation of Exhibits. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as it written at length herein. Any Attachments to the Exhibits shall also be deemed to be an integral part of this Agreement.

[Remainder of Page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, ImOn Communications, LLC and the City of Mount Vernon, Iowa have executed this Agreement as of the date first above written.

ATTEST:

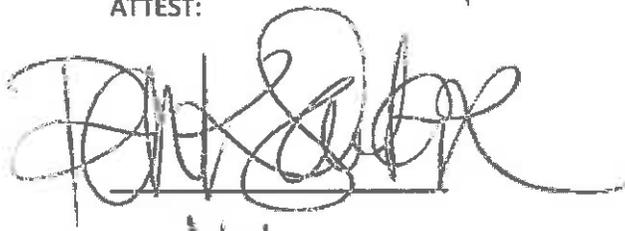
CITY:  
CITY OF MOUNT VERNON, IOWA  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

ATTEST:

THE COMPANY  
IMON COMMUNICATIONS, LLC



By: 

Title: Notary

Name: Patrice M. Carroll

Title: President & CEO





Placement of handholes is subject to change depending on location of existing utilities

**LEGEND**

-  Proposed Duct Route
-  Proposed Handhole
-  Property Lines

**imOn Communications, LLC**

625 1st Street SE, Suite 230  
Cedar Rapids, IA 52401



**HWY 1 FIBER BUILD - MT VERNON, IA**

date: Jun 2, 2016  
author: L Namer

PAGE 1 OF 3

Proprietary and Confidential  
Subject to Change Without Notice





Placement of handholes is subject to change depending on location of existing utilities.

**LEGEND**

- Proposed Duct Route
- Proposed Handhole
- Property Lines

**imOn Communications, LLC**

625 1st Street SE, Suite 250  
Cedar Rapids, IA 52401



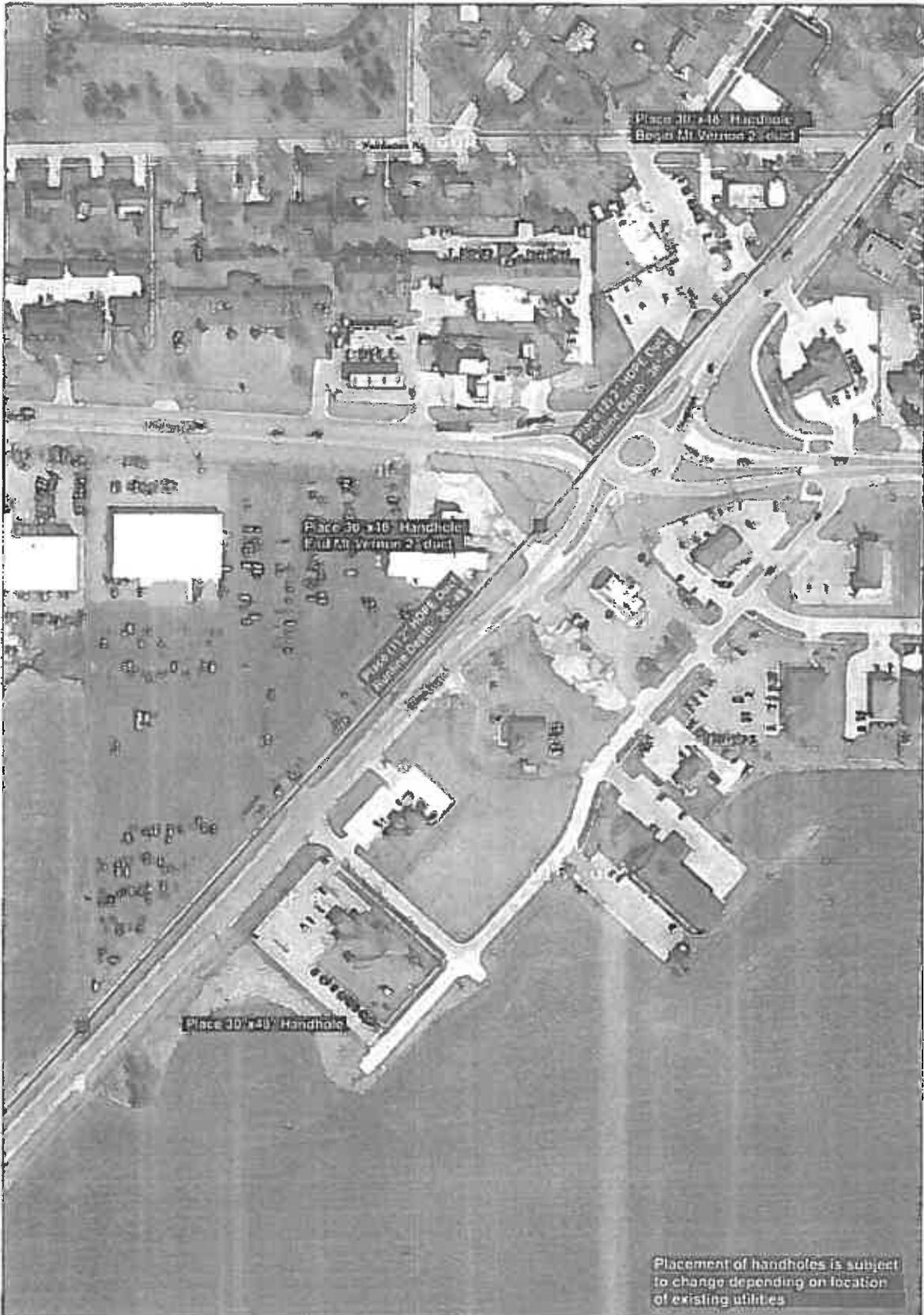
**HWY 1 FIBER BUILD - MT VERNON, IA**

date: Jun 2, 2016  
author: L Mamer

**PAGE 2 OF 3**

*Proprietary and Confidential  
Subject to Change Without Notice*





<b>LEGEND</b>	
	Proposed Duct Route
	Proposed Handhole
	Property Lines

**ImOn Communications, LLC**  
 625 1st Street SE, Suite 250  
 Cedar Rapids, IA 52401



**HWY 1 FIBER BUILD - MT VERNON, IA**  
 date: Jun 2, 2016  
 author: L Mamar

**PAGE 3 OF 3**

*Proprietary and Confidential  
 Subject to Change Without Notice*



**AGENDA ITEM # G – 3**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	2016 Sealcoat Project
<b>ACTION:</b>	None

**SYNOPSIS:** Staff has identified approximately 6,456 feet of sealcoat work that needs to be performed. LL Pelling has provided a quote of \$35,768.25 to perform the work. A majority of the work will be completed on streets, but there is one trail section and a couple of alleys. The alleys are only being completed because of the steep elevation changes. These particular alleys deposit a substantial amount of rock onto the street after rain events and staff is hoping to curtail the need to clean up and redistribute the rock. At the time of the packet, Nick was waiting for one additional quote for Lincoln Drive. We will have that information available at the meeting.

**BUDGET ITEM:** RUT/Lost III

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

**RESOLUTION #6-6-2016C**

**RESOLUTION APPROVING THE 2016 SEALCOAT IMPROVEMENTS TO THE CITY  
OF MT. VERNON, IOWA**

WHEREAS, the City of Mt. Vernon has identified a number of City streets, alleys and trail sections that require sealcoat treatment, and

WHEREAS, the sealcoat process is known to extend the life of said public improvements in an inexpensive manner, and

WHEREAS, City staff has solicited quotes from qualified sealcoat contractors,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that quote for sealcoating various City assets be awarded to LL Pelling Co. in the amount of \$ \_\_\_\_\_.

RESOLVED this 6<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

# PROPOSAL

City of Mount Vernon  
Nick Nissen  
213 First Steet NW  
Mount Vernon, IA. 52314



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

RE: 2016 Sealcoat Work

### Description of Work:

#### Type A Work

- A. Base repair and single seal coat consisting of:
  - Scarify and pulverize existing street surface
  - Furnish water as required for compaction, reshape and recompact.
  - Furnish and apply single seal coat of MC-3000 asphalt
  - Furnish, spread and roll 3/8" chips.

#### Type B Work

- B. Single seal coat consisting of:
  - Power broom streets
  - Furnish and apply single seal coat of MC-3000 asphalt
  - Furnish, spread and roll 3/8" chips.

#### NOTES:

1. Billing on final units completed.
2. 15 ton cold mix to go on Scoby Rd
3. 5 ton cold mix to go on A Ave and 2nd St.
4. 10 ton cold mix to go on 10th Ave.
6. 5 ton cold mix to go on Pallsades Rd.
7. 5 ton cold mix and 35 ton 3/4 road stone to go on Ink Rd.
8. 35 ton 3/4 road stone to go on Alley between 1st Ave and 2nd Ave.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"Committed to Excellence since 1948"**

# PROPOSAL

City of Mount Vernon  
 Nick Nissen  
 213 First Steet NW  
 Mount Vernon, IA. 52314

Nick 319-533-1288  
nnissen@cityofmtvernon-ia.gov



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (\$/SY)		Total
					Type A	Type B	
Scooby Rd NW	Sringville Rd NW	Lincoln Hwy NW	A	1619	21		\$ -
							3,778
A Ave NE	1st St NE	2nd St NE	A	327	23		\$ -
							836
2nd St NE	A Ave NE	1st Ave N	A	227	23		\$ -
							580
	1st Ave N	2nd Ave NW	A	255	22		\$ -
							623
Alley between 1st	Area from 2nd St NE	Past Driveway	A	50	18	100	\$ 315.00
							100
Ave N and A Ave NE	Area from Driveway	Cement Alley	A	78	13	113	\$ 355.95
							113
10th Ave SW	House #221	House #505	A	611	23		\$ -
							1,561
Palisades Rd SW	15th Ave SW Intersection		A	125	24		\$ -
							333
Trail at School	Palisades Rd	High School	A	960	7	747	\$ 2,353.05
							747

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
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Date: 5/2/2016

Authorized Signature Jarvin Pippie

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"Committed to Excellence since 1948"**

# PROPOSAL

City of Mount Vernon  
 Nick Nissen  
 213 First Steet NW  
 Mount Vernon, IA. 52314



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 3

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
Ink Rd	Colonial Park Drive	Gravel	A	120	24	320	\$ 1,008.00
			B	694	24		\$ 3,794.55
Alley Between 4th			A				\$ -
			B				\$ -
Ave and 5th Ave	3rd St	4th St	A				\$ -
			B	302	12		\$ 826.15
			A				\$ -
			B				\$ -
			A				\$ -
			B				\$ -
			A				\$ -
			B				\$ -
			A				\$ -
			B				\$ -
			A				\$ -
			B				\$ -
			A				\$ -
			B				\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type A Work	Square Yd	1,280	\$ 3.15	\$ 4,032.00
Type B Work	Square Yd	10,925	\$ 2.05	\$ 22,396.25
Cold Mix Patching	per ton	40.00	\$ 195.00	\$ 7,800.00
3/4" Road Stone Base Material	per ton	70.00	\$ 22.00	\$ 1,540.00
				<b>\$ 35,768.25</b>

NOTES: Billing on final units completed.

Date: 5/2/2016

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"Committed to Excellence since 1948"**

May 2016

Dear City Clerk,

As a tax levying municipal government in the State of Iowa your chip seal and construction materials are eligible to be purchased by L.L. Pelling Co. Inc. exempt from Iowa State Sales tax, and local option taxes. If you signed up prior to January 1, 2016 our expectation is that this tax savings is in the quote and you will need to supply us with a tax exempt certificate.

The correct tax form labeled, "Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate and Authorization Letter" can only be found on the Iowa State Tax website. The standard Iowa sales tax exemption certificate is not acceptable for tax exemption in this case.

To access this form, please read the following instructions:

To register your project or projects with the state go to <http://www.state.ia.us/tax>. Registering your project is a two step process. At the Iowa Department of Revenue and Finance home page go to the Local Government link located at the top of the page. About ¼ of the way down on the Local Government page, there is a section labeled, Business Information. Click Exempt Entities Construction Registration; you will then click Register Contracts.

If you do not have an ID and password from a prior year, you will need to register your city as a "new user". The Iowa Department of Revenue and Finance will receive your request and within several business days you will be issued an ID and Password via e-mail.

Once your City has an ID and Password it is a registered user and deemed tax exempt by the State of Iowa. Then you need to complete the second step. Go back to the same site and register your project as a tax exempt project by entering the START link. After completing the form behind the start link with the appropriate information for your project you will then be able to print the correct tax exemption certificate directly from the website. Once the tax form is signed by the proper official for your City, copy it, mail and/or fax it to L.L. Pelling Co., Inc. The L.L. Pelling presents this construction specific project to our material suppliers exempting purchases from all sales taxes passing those savings onto the city.

Remember, each project needs to be registered separately. The contractor will need to know each project is registered and exempt.

If you have any questions regarding this form please call our North Liberty office to speak with Kiaya DeNeice or David Beachy. If this does not apply to you, please disregard this letter. Thank you.

Phone: (319) 626-4600

Fax: (319)-626-4605

Sincerely,

*L.L. Pelling Co., Inc.*



**AGENDA ITEM # G – 4**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Resolution of Substantial Completion
<b>ACTION:</b>	None

**SYNOPSIS:** Attached with the resolution is a certificate of completion for the 2015 sanitary sewer improvements. V&K Engineering has inspected the improvements and is recommending acceptance by the City.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

**RESOLUTION #6-6-2016D**

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE  
2015 SANITARY SEWER IMPROVEMENTS  
WITH  
RICKLEFS EXCAVATING, LTD.**

WHEREAS, on April 20, 2015 the City of Mt. Vernon entered into a contract with Ricklefs Excavating, Ltd for construction of the 2015 Sanitary Sewer Improvements, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as 2015 Sanitary Sewer Improvements, 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 delivery and payment has been received.

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

Section 1. That letter recommending approval of said improvements from the V&K Engineering firm 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 \$245,428.86.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$12,271.44 be released to Ricklefs Excavating as shown in the attached pay application.

PASSED and ADOPTED this 6<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke, City Clerk



**VEENSTRA & KIMM, INC.**

860 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

---

March 2, 2016

Chris Nosbisch  
City Administrator  
City of Mount Vernon  
213 First Street West  
Mount Vernon, Iowa 52314

MOUNT VERNON, IOWA  
2015 SANITARY SEWER IMPROVEMENTS  
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$245,428.86. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 3 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City and Ricklefs Excavating, Ltd. has submitted the necessary final documentation.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'Dave Scheechinger', is written over a faint, larger version of the signature.

Dave Scheechinger  
DRS:mmc  
5136  
Enclosure

**CERTIFICATE OF COMPLETION**

**2015 SANITARY SEWER IMPROVEMENTS  
MOUNT VERNON, IOWA**

December 30, 2015

We hereby certify that we have made an on-site review of the completed construction of the **2015 SANITARY SEWER IMPROVEMENTS** under the Contract as performed by Ricklefs Excavating, Ltd. of Anamosa, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Two Hundred Forty-Five Thousand Four Hundred Twenty-Eight and 86/100 Dollars (\$245,428.86).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF MOUNT VERNON, IOWA**

By  \_\_\_\_\_

By \_\_\_\_\_

Title Project Engineer

Title Mayor

Date March 2, 2016

Date \_\_\_\_\_

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, JUNE 6, 2016

PORTZEN CONSTRUCTION	WTP PROJECT	116,878.81
IMWCA	WORKER'S COMP INSURANCE -LEVY	78,723.95
RICKLEFS EXACAVATING	2015 STREET IMPROVEMENTS	54,771.68
BRIDGE COMMUNITY BANK	2010B GO REFUNDING NOTE-BOND PYMT	25,459.00
NORTHWAY CORP	RECIRCULATION PUMP-POOL BOND	10,145.15
ELECTRIC PUMP	T.C.L.S. REPAIR-SEW	9,082.84
ERIE, JEREMY	FLOORING-POOL BOND	8,278.00
POOL TECH INC	CHEMICALS-POOL	3,933.64
ICAP	LIABILITY POLICY-FD	3,879.57
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,593.55
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	3,384.00
US BANK	CREDIT CARD CHARGES	2,961.01
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,863.00
ROTO-ROOTER	IRON FILTER CLEANOUT-WTP	1,820.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,710.00
TRANS IOWA EQUIPMENT INC	PELICAN REPAIR-SW	1,585.22
LINN CO-OP OIL CO	FUEL-PW	1,457.18
VEENSTRA & KIMM INC	PRAIRIE PARK WTP FILTER REPLACEMENT	1,322.10
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A	1,165.00
IOWA DEPARTMENT OF TRANSPORTATION	PAINT-RUT	1,135.82
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,053.00
VEENSTRA & KIMM INC	2015 STR IMPROVEMENTS GENERAL	934.00
HEARTSMART.COM	AED WALL CABINETS-ALL DEPTS	599.75
VEENSTRA & KIMM INC	MUNICIPAL POOL IMPROVEMENTS	596.60
KROUL FARM GARDENS	BEAUTIFICATION	572.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	563.93
ELECTRIC PUMP	T.C.L.S. PUMP INSTALL-SEW	516.30
CENTURY LINK	PHONE CHGS-P&A	479.90
US CELLULAR	CELL PHONE-ALL DEPTS	462.38
HAWKEYE FIRE & SAFETY CORP	EXTINGUISHER MAINT-ALL DEPTS	410.10
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	390.00
APPARATUS TESTING SERVICES LLC	FIRE PUMP CERTIFICATION-FD	375.00
TASC	COBRA PLAN DOCUMENTS-ALL DEPTS	350.00
BAUMAN AND COMPANY	UNIFORMS-PW	322.80
COGRAN SYSTEMS	ONLINE REGISTRATION-P&REC	274.00
GORDON LUMBER COMPANY	BLDG SUPPLIES-ALL DEPTS	255.30
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-PW	247.80
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	230.00
IOWA SOLUTIONS INC	FIREWALL, BACKUP ISSUES-PD	230.00
IOWA PRISON INDUSTRIES	TRASH BAGS-PW	222.38
USA BLUE BOOK	LABS-WAT	215.55
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY VESTS-PW	176.00
MOUNT VERNON BANK	NSF CHECK-WAT	155.00
USA BLUE BOOK	LABS-WAT	117.37
AUTO WORX	EXHAUST HANGER-PD	111.44
CENTURY LINK	PHONE CHGS-POLICE	102.79
KONICA MINOLTA	MAINTENANCE PLAN/COPIES-PD	101.61
SI SENOR	CTW ENTRY FEE-P&REC	100.00
PITNEY BOWES	SUPPLIES-P&A	91.77
CUSTOM HOSE & SUPPLIES INC	HYDROSEED REPAIR-PW	91.20
SIDERS, MATT	MILEAGE-P&REC	90.72
TASC	ADMIN FEE-ALL DEPTS	90.00
KROUL FARM GARDENS	CEMETERY PLANTINGS-CEM	82.00
BALICEK, RITA	CLEANING SERVICE-PD,P&A	75.00
BENHART, SHERRIE	CLEANING SERVICE-PD,P&A	75.00
STAPLES ADVANTAGE	REG ROLLS, FOLDERS-P&A	65.51
STETSON BUILDING PRODUCTS INC	CAULK TOOLING KNIVES-RUT	64.97

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, JUNE 6, 2016

LANHAM, BRADY	WEATHER RESISTANT GFCI-P&REC	64.75
KROUL FARM GARDENS	FLOWER BOX-BEAUT	55.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	51.14
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	51.06
CENTURY LINK	PHONE CHGS-WAT	50.03
CENTURY LINK	PHONE CHGS-RUT	48.03
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	36.50
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	29.44
CENTURY LINK	PHONE CHGS-POOL	28.28
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	27.57
PLUMB SUPPLY CO	POOL MAINT-POOL	26.27
SCHIMBERG COMPANY	POLY TUBING-RUT	24.49
RIPKE, SUE	MILEAGE-P&A	20.52
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	19.79
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	18.09
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	10.01
	TOTAL	344,601.66

**AGENDA ITEM # J – 2**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Information Requests Policy
<b>ACTION:</b>	None

**SYNOPSIS:** Attached is the proposed Information Requests Policy that staff is asking Council to adopt.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Records Request Policy

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

City of Mt. Vernon

City Open Records Request Policy  
Adopted, \_\_\_\_\_, 2016

The City of Mt. Vernon (hereinafter the "City") strives to ensure that its activities are transparent to the public it represents. It is the City's policy to comply with all requests within the constraints required under Iowa and federal law. The City recognizes that the public has the right to examine and copy public records while the records are in the City's possession in accordance with Iowa and federal law. However, the City also recognizes that certain records held by the City may not be public records or may be confidential public records that are not subject to disclosure.

The City requests that all open records requests are provided to the City in writing. Citizens may make a records request by emailing the appropriate records custodian, mailing an open records request to the appropriate records custodian, or visiting the appropriate City officer during business hours. The City of Mt. Vernon's records custodians for all records request other than police-related requests are:

City Administrator – Chris Nosbisch ([cnosbisch@cityofmtvernon-ia.org](mailto:cnosbisch@cityofmtvernon-ia.org))

Finance Director/Deputy City Administrator – Sue Ripke ([sripke@cityofmtvernon-ia.org](mailto:sripke@cityofmtvernon-ia.org))

The City of Mt. Vernon's records custodian for police-related requests is Police Chief Doug Shannon ([dshannon@cityofmtvernon-ia.org](mailto:dshannon@cityofmtvernon-ia.org)). All records requests should be made with enough specificity for the records custodian to identify the record being requested. If the request is unclear, the City may seek clarification from the requester.

Upon receipt of an open records request, the City will review the request to determine if the City has any of the records that have been requested. The City shall not be required to compile information or create reports related to requested public records. The City will follow the timeline requirements as set out in the Iowa Code for compliance with all open records requests to the best of its ability. If the City has to review the request with counsel or research whether the records are confidential public records, the City may seek a good-faith reasonable delay in complying with the open records request as allowed under Iowa law.

After determining whether or not the City has any of the records that have been requested, the City will provide the record requester with an estimate of the costs of the examination and copying of the records requested. Pursuant to Iowa law, the City shall charge all requestors the actual cost of the expenses of the examination and copying of the requested records. The charges for producing the records are as follows:

- \$0.20/page for photocopies
- \$5.00/CD or DVD file
- \$10.00/USB Drive

In addition, for all requests involving employee time that exceeds thirty minutes, the City also shall charge the requester the actual cost of the employee's time. The charge applies to all records, including requests to copy public records and requests to examine public records.

The City accepts cash or check as appropriate forms of payment. Payment must be received before the City will provide the records to the requester. Unless otherwise permitted by law, the City may, at its discretion, furnish copies of records to a requester without any charge or a reduced charge if the waiver or reduction of fees is in the public's interest as determined by the records custodian.

Once payment for any charges is received, the City will make the public records available for examination and/or copying. The examination and copying of the public records shall be done under the supervision of the lawful custodian of the records or the custodian's authorized designee.

**AGENDA ITEM # J – 3**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Website Policy
<b>ACTION:</b>	None

**SYNOPSIS:** Attached is the Website Policy being proposed for the City.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Website Policy

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

## City of Mt. Vernon

City Website Links Policy  
Adopted, \_\_\_\_\_, 2016

### Purpose:

The purpose of the City of Mt. Vernon's ("City") website is to provide information to local residents, businesses and visitors. The City's website is not public forum for debate or discussion of controversial issues or topics. Its purpose is the delivery of timely information about City services, officials, programs, projects and events. The City exclusively controls the content.

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### **LINKS POLICY**

#### Purpose:

For the purposes of this policy, an "external link" is a hyperlink from the City website to a website maintained by another organization. These links may be operated by other government agencies, nonprofits and private businesses. When you use one of these links you are no longer on the City website and the City's Website Policy no longer applies. When you link to another website, you are subject to the privacy policy of the new site.

#### Disclaimer:

When you follow a link to one of these sites neither the City of Mt. Vernon, nor any departments, officers or employees of the City warrants the accuracy, reliability, or timeliness of any information published by the external sites, does not endorse any content, viewpoints, products or services linked from these systems, and cannot be held liable for any losses caused by the use of, or reliance on the accuracy, reliability, or timeliness of the information. Any person or entity that relies on any information obtained from these systems does so at his/her own risk. The City does not authorize the use of copyrighted materials contained in linked websites. Users must request such authorization from the sponsor of the linked website. The City is not responsible for transmissions that users received from linked websites. All links will not open in an existing frame and City information will not be made to appear as if it is part of the linked website, unless the link enhances City website services.

#### Link Requests:

Requests by a person or organization to have the City provide a link from its website to the requesting party's website must undergo review to determine its relevance and appropriateness to the City website's goal. The City Administrator or his /her designee will review the merits of the request to determine whether the link serves the overall purpose of the City website. This review includes, but is not limited to, assessing the link request to the following criteria:

1. Other governments and educational institutions, including school websites.
2. Non-profit or public organizations that have some relationship to the City.
3. Generally recognized community organizations within Mt. Vernon that provide community-based services.
4. Arts, cultural, sports, major festivals and similar organizations of general interest to Mt. Vernon residents and visitors.

5. Tourist information, principally about Mt. Vernon or Lisbon and websites of major creative corridor tourist attractions.

The City does not generally link to site that:

1. Promote or exhibit hate, bias, discrimination, "adult-oriented" material or material not suitable for viewing by persons of all ages, or material with libelous or otherwise defamatory content.
2. Advocate the agenda or position of a political party, candidate for elected office, ballot initiative, or campaign or fundraising websites of holders of, or candidates for elected office.
3. Corporate commercial sites.
4. Individual personal home pages.
5. National sites, although departments may include links to public interest associations and similar organizations.
6. Violate any of the City's equal opportunity policies.

Reverse Links:

Permission is not needed to link to the City website; provided that links to the City website do not load into an existing frame and City information is not made to appear as if it is part of the linked website. However, the party linking to the City's website should be aware that its sub-pages may change at any time without notice.

Appeal:

Persons or organizations that request a link from the City and whose request is denied by the City Administrator or his/her designee, may appeal in writing to the City Council for review. Requests should be made to the City Clerk at:

City Clerk  
Website Link Appeal  
213 First Street NW  
Mt. Vernon, IA 52314

In the case of such an appeal, the City Council shall, at its next regularly scheduled meeting date, consider the request during an open session. A simple majority of the Council shall determine whether the request is granted or denied. In all cases, the City Council's decision is final.

**AGENDA ITEM # J – 4**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Pay Application #2
<b>ACTION:</b>	None

**SYNOPSIS:** Attached is Pay Application #2 for the 2015 sanitary sewer improvements in the amount of \$1,357.67. The remaining retainage of just over \$12,000 will be release in thirty one days.

**BUDGET ITEM:** Sanitary Sewer

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Set Dates

**ATTACHMENTS:** Pay Application #2

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16



**VEENSTRA & KIMM, INC.**

860 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565  
319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

---

March 2, 2016

Chris Nosbisch  
City Administrator  
City of Mount Vernon  
213 1<sup>st</sup> Street NW  
Mount Vernon, IA 52314

MOUNT VERNON, IOWA  
2015 SANITARY SEWER IMPROVEMENTS  
PARTIAL PAY ESTIMATE NO. 2

Enclosed is one copy of Partial Payment Estimate No. 2 for work completed under the contract between the City of Mount Vernon and Ricklefs Excavating, Ltd.

We have reviewed the estimate and recommend payment to Ricklefs Excavating, Ltd. in the amount of \$1,357.67.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 2 to Ricklefs Excavating, Ltd. for signature and return to the City of Mount Vernon.

Please sign all copies of the partial payment estimates forwarded to you by Ricklefs Excavating, Ltd. in the spaces provided and return one signed copy to our office and one copy Ricklefs Excavating, Ltd. with payment.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink that reads "Dave Schechinger".

Dave Schechinger

DRS:mmc  
5136  
Enclosure



March 2, 2016

**PAY ESTIMATE NO. 2**  
**2015 SANITARY SEWER IMPROVEMENTS**  
**MOUNT VERNON, IOWA**

Ricklefs Excavating, Ltd.  
12536 Buffalo Rd.  
Anamosa, IA 52205

Contract Amount \$237,370.00  
Contract Date April 20, 2015  
Pay Period

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Mobilization	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$ 40,000.00
2	Construction Survey	LS	xxxxx	xxxxx	\$ 2,000.00	100%	\$ 2,000.00
3	Erosion Control	LS	xxxxx	xxxxx	\$ 100.00	100%	\$ 100.00
4	Traffic Control	LS	xxxxx	xxxxx	\$ 1,500.00	100%	\$ 1,500.00
5	Stabilizing Materials	Tons	200	\$ 14.00	\$ 2,800.00	102.08	\$ 1,429.12
6	Grannular Surfacing	Tons	240	\$ 14.00	\$ 3,360.00	240	\$ 3,360.00
7	Silt Fence	LF	700	\$ 1.50	\$ 1,050.00	0	\$ -
8	Surface Removal	LS	xxxxx	xxxxx	\$ 6,000.00	100%	\$ 6,000.00
9	Topsoil/Borrow Material	CY	255	\$ 12.00	\$ 3,060.00	27	\$ 324.00
10	Rock Excavation	CY	50	\$ 30.00	\$ 1,500.00	0	\$ -
11	Manhole Removal	Ea.	2	\$ 350.00	\$ 700.00	2	\$ 700.00
12	Grannular Backfill	Tons	1850	\$ 10.00	\$ 18,500.00	1850	\$ 18,500.00
13	Sanitary Manhole Drop Connection	Ea.	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
14	Manholes	Ea.	5	\$ 3,600.00	\$ 18,000.00	5	\$ 18,000.00
15	Sanitary Sewer Pipe, in Place						
	15.1 8" PVC Truss	LF	667	\$ 110.00	\$ 73,370.00	710	\$ 78,100.00
	15.2 AWWA C-900	LF	40	\$ 112.00	\$ 4,480.00	40	\$ 4,480.00
16	Sanitary Sewer Connection		12	\$ 1,200.00	\$ 14,400.00	14	\$ 16,800.00
17	Connection to Existing System	Ea.	1	\$ 300.00	\$ 300.00	1	\$ 300.00
18	PCC Pavement						
	18.1 7" Driveway	SY	94	\$ 55.00	\$ 5,170.00	164	\$ 9,020.00
	18.2 8" Repair	SY	518	\$ 60.00	\$ 31,080.00	502	\$ 30,120.00
19	Water Main Adjustment Open Cut	LS	xxxxx	xxxxx	\$ 6,000.00	100%	\$ 6,000.00
20	Water Service Conflicts	Ea.	6	\$ 250.00	\$ 1,500.00	2	\$ 500.00
<b>Contract Price:</b>					<b>\$ 237,370.00</b>		<b>\$ 239,733.12</b>

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 237,370.00	\$ 239,733.12
Approved Change Order (list each)	Change Order No. 1	\$ 5,695.74	\$ 5,695.74
	Revised Contract Price	\$ 243,065.74	\$ 245,428.86

**Stored**  
 Total Earned \$ 245,428.86  
 Retainage (5%) \$ 12,271.44  
 Total Earned Less Retainage \$ 233,157.42

Total Previously Approved (list each)		Pay Estimate No. 1	\$ 231,799.75	

Total Previously Approved \$ 231,799.75  
**Amount Due This Request \$ 1,357.67**

Percent Complete 100%

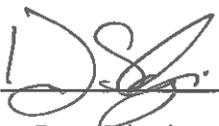
The amount \$1,357.67 is recommended for approval for payment in accordance with the terms of the contract.

**Prepared By:**  
Ricklefs Excavating, Ltd.

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
Mount Vernon, Iowa

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
 Name: Dave Schechinger  
 Title: Engineer  
 Date: March 2, 2016

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**AGENDA ITEM # J – 5**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Equipping of Squad Car
<b>ACTION:</b>	None

**SYNOPSIS:** Attached are two quotes to install lights and other necessary equipment into the new squad vehicle. The low and recommended bid has been submitted by Racom in the amount of \$10,013.62. Chief Shannon has provided a memo regarding the purchase as he will be unavailable for the meeting.

**BUDGET ITEM:** Vehicle Depreciation Fund

**RESPONSIBLE DEPARTMENT:** Police Chief

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Quotes and Memo

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

# Memo

**To:** Council & Mayor  
**From:** Chief Doug Shannon  
**CC:** Chris Nosbisch  
**Date:** 6/2/2016  
**Re:** 2016 Police Vehicle Equipment & Installation

---

Honorable Council & Mayor,

I wanted to reach out since I will not be present at the Council meeting Monday while you consider the vehicle up fitting quotes which I have submitted for the purchase and installation of equipment for our new police vehicle (which is tentatively scheduled to arrive in the next week or 2).

In your packets you will see a quote from RACOM for \$10,013.62 and a quote from Keltek for \$12,992.23. Both vendors are well respected companies in their industry. I recommend RACOM for a couple reasons. First, they are \$2979 cheaper than Keltek for the same equipment/installation requests. Additionally RACOM is based in Hiawatha, and therefore repairs can occur locally, rather than taking a vehicle to Baxter Iowa (Des Moines area). The majority of the equipment will not transfer from the Chevy Impala to the Ford Interceptor SUV, simply because of the vehicles being different manufacturers. Additionally the siren & light controller equipment is outdated and would be difficult to manipulate to work with new lighting. If they were able to get it to work, the equipment would not be warrantied, and if it failed, would be difficult (and expensive) to replace. You will also notice on the quote sheet RACOM offers a lifetime installation warranty & 5 year equipment warranty.

I also wanted to advise you that after Council approved the vehicle purchase for \$28,850 and after meeting with vendors, I was able to modify the vehicle order from Lynch Ford and obtain the vehicle for \$27,583. I found the vendors were not using some of the wiring in the original order, and this provided the opportunity for additional savings.

I appreciate your consideration, and would ask you to accept the RACOM quote for the equipment and installation.

As always, please feel free to contact me if you have questions.

Sincerely



Doug Shannon

Chief of Police



**RACOM**  
critical communications

1331 Stamy Rd  
Hiawatha, Ia 52233  
Phone - 319-393-1475  
Fax - 319-393-1493  
www.racom.net

Proposal Prepared for: **Mount Vernon Police Department**

Address 213 First Street West

City Mount Vernon Police Department

State & Zip Code Iowa, 52314

County Linn

Phone/FAX 319-895-6141

Contact Name Doug Shannon

Contact E-mail dshannon@cityofmtvernon-ia.gov

**2016 Ford Utility**

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
<b>*** SOUND-OFF WARNING LIGHT AND SIREN PACKAGE ***</b>					
1	1	ENFLB	nFORCE@48" Silver Edition Lightbar, Configured per Customer specs	\$	2,027.49
2	1	ENFTCDXS1208	nFORCE@ 8 module Traffic Controller w/ Mounting Bracket - Single Color Modules	\$	632.70
3	1	ENFSGS3D	nFORCE@ Single Deck/Grille Mount Light, Black Housing, Solid Color - Red/White	\$	112.29
4	1	ENFSGS3E	nFORCE@ Single Deck/Grille Mount Light, Black Housing, Solid Color - Blue/White	\$	112.29
5	1	ENT2B3B	Intersector Under Mirror Light w/ Inline Flasher - Blue	\$	140.79
6	1	ENT2B3R	Intersector Under Mirror Light w/ Inline Flasher - Red	\$	140.79
7	1	ENFDGS1BB	nFORCE@ Dual Deck/Grille Mount Light, Black Housing, Solid Color - Blue/Blue	\$	192.09
8	1	ENFDGS1RR	nFORCE@ Dual Deck/Grille Mount Light, Black Housing, Solid Color - Red/Red	\$	192.09
9	1	ENFFTS DGS3D	nFORCE@ FIT Single Surface Mount Light, Dual Color - Red/White	\$	95.19
10	1	ENFFTS DGS3E	nFORCE@ FIT Single Surface Mount Light, Dual Color - Blue/White	\$	95.19
11	1	ENFSRS1R	nFORCE@ Single Recess Mount Light, Black Housing, 6 LED, Solid Color - Red	\$	92.91
12	1	ENFSRS1B	nFORCE@ Single Recess Mount Light, Black Housing, 6 LED, Solid Color - Blue	\$	92.91
13	1	ENFSSS3D	nFORCE@ Single Surface Mount Light, Black Housing, 12 LED, Dual Color - Red/White	\$	107.73
14	1	ENFSSS3E	nFORCE@ Single Surface Mount Light, Black Housing, 12 LED, Dual Color - Blue/White	\$	107.73
15	1	PNFSLHLBUV	Lighthouse Bracket kit for nFORCE@ Perimeter Modules	\$	11.40
16	1	ESL461WC	PAR 46 Unity@ Spotlight LED Insert - White LEDs	\$	161.31
17	1	EFL1B0R	Fusion Lite, Single Surface Mount, Black Housing, Solid Color Red	\$	27.93
18	1	EFL1B0W	Fusion Lite, Single Surface Mount, Black Housing, Solid Color White	\$	27.93
19	1	ECVDMLTST4	Interior Cargo/Dome Light, Flush Surface Mount, 6" x 3" - White	\$	19.60
20	1	ETFBSSN-P	Flashback@ Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	\$	42.18
21	1	ETSA481RSP	nERGY™ 400 Series Remote Siren, 10-16v - 100w	\$	503.88
22	1	ETSS100N	100H Series Professional Speaker w/ Universal Bail Bracket - 100 watt	\$	165.30
<b>*** SETINA PRISONER TRANSPORT SYSTEM AND WEAPONS MOUNT ***</b>					
23	1	1K0574ITU12SCA	#6VS Single Prisoner Transport Coated Polycarbonate - Stock Seat	\$	899.10
24	1	PK0316ITU122ND	#12VS 2ND Coated Polycarbonate Partition (Rear Cargo Area partition)	\$	395.10
25	2	GK10271UHKSSCA	Single T-Rail Mount Universal, Handcuff Key Override	\$	289.10
<b>Total Equipment Price</b>					<b>\$ 10,013.62</b>
<b>Installation</b>					
<b>Subtotal</b>					<b>\$ 10,013.62</b>
<b>Taxes</b>					<b>\$ -</b>
<b>Shipping</b>					<b>\$ -</b>
<b>Total</b>					<b>\$ 10,013.62</b>

**Terms of Purchase:**

Proposal valid for 90 days from date listed below.  
 Delivery date is 2 to 4 weeks from receipt of order.  
 Installation carries a warranty for the life of the vehicle.  
 Equipment is warranted by Manufacture. All Sound-Off lighting products are warranted for 5 years. The Sound-Off siren is warranted for 3 years.

Tax Rate

**System Description: Vehicle equipment to be installed into 2016 Ford Interceptor Utility. Lighting and equipment to be installed per customer configurations.**

Proposal Presented By: Chris Hicks - Service Technician

Date: 5/20/16

Proposal Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



ITEM	QTY	Part No.	DESCRIPTION	UNIT	EXTENDED
<b>*** TROY PRODUCTS CENTER CONSOLE ***</b>					
				\$ -	\$ -
26	1	CC-FDUV-MC14	14" MC Console 7"17" for Ford Utility	\$ 320.00	\$ 320.00
27	1	FP-H-UNITY	Console Faceplate for Radio	\$ -	\$ -
28	1	FP-WG4RE	Console Faceplate for WatchGuard DVR	\$ -	\$ -
29	1	FP-BLNK2	Console Faceplate Blank	\$ -	\$ -
30	1	AC-INBHG	Console mounted cupholder	\$ 40.00	\$ 40.00
31	1	FP-AP12-3	Console mounted blank with power outlets.	\$ 16.00	\$ 16.00
32	3	AC-AP1	DC outlet plug	\$ 7.20	\$ 21.60
				\$ -	\$ -
<b>*** TROY PRODUCTS VEHICLE EQUIPMENT MOUNTING ***</b>					
				\$ -	\$ -
33	1	CP-UV-CARGO-XL	Tilt-up 40" x 32" cargo mount replacement panel	\$ 300.00	\$ 300.00
34	1	CP-UV-TRAY-H	28" x 22" electronics tray for under cargo mount.	\$ 200.00	\$ 200.00
				\$ -	\$ -
<b>*** INSTALLATION SUPPLIES ***</b>					
				\$ -	\$ -
35	1	46981	Circuit Breaker - 60 Amps	\$ 29.95	\$ 29.95
36	2	46051	Fuse Panel	\$ 15.95	\$ 31.90
37	1	47211	Ground Lug	\$ 5.95	\$ 5.95
38	1	CG-X-100	ChargeGuard Timer/Relay	\$ 89.10	\$ 89.10
39	1	MISC	Misc. Shop Supplies	\$ 75.00	\$ 75.00
40	1	A2	Installation Per Unit	\$ 1,950.00	\$ 1,950.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -



# QUOTATION

Main Phone: 641-227-2222  
 mail: sales@keltekinc.com  
 Address: PO Box 14 Baxter, IA 50028

Quote Number: 10363A

Quote Date: 04/21/2016

**Quote Total: 12,992.23**

**Quoted To:**  
 Mount Vernon Police Depart  
 213 1st Street NW  
  
 Mount Venon  
 IA 52314  
  
 Ph: 319-8956141

**Deliver To:**  
 Mount Vernon Police Depart  
 213 1st Street NW  
  
 Mount Venon  
 IA 52314

**Quote Notes:**

Account	Customer Contact	Order Ref	Terr	Rep	Quote Valid for:	
100914	Doug Shannon	2016 INTERCEPTOR	3	CK	30 Days	
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
REMOVAL	<b>Chief Doug Shannon, 319.895.6141</b> <b>Email: dshannon@cityofmotvernon-ia.gov</b> <b>Project scope: Taking 2011 Chevy Impala out of service and replacing with new 2016 Ford Interceptor SUV, Black</b> Removal of equipment <b>Reuse: Radio(Harris XG100M), Printer(Brother) Scanner(LTron), Flashlight(Streamlight) and Camera(Watchguard)</b>	1.00	\$400.00	0.00	\$400.00	\$400.00
SH	Shipping and Handling Fee - Billed at time of invoice unless otherwise specified	1.00	\$250.00	0.00	\$250.00	\$250.00
STALL	Installation of product <b>SIREN AND LIGHT CONTROLLER</b>	1.00	\$2400.00	0.00	\$2400.00	\$2400.00
CCSRN3	CENCOM SAPPHIRE SIREN SYSTEM (Add U022-006 for programming)	1.00	\$1396.00	43.00	\$795.72	\$795.72
U022-006	6 FT USB 2.0 AB Printer/Device <b>Customer requests controller to be mounted in headliner</b> <b>SIREN SPEAKER AND BRACKET</b>	1.00	\$5.93	0.00	\$5.93	\$5.93
SA315P	SA315P SPEAKER, BLACK PLASTIC	1.00	\$328.00	43.00	\$186.96	\$186.96
SAK1	Universal, Ford Explorer, 2002-2010, Chevy Suburban/ Tahoe, 2004-2006.	1.00	\$41.00	43.00	\$23.37	\$23.37
HORN RING	<b>Horn Ring (Requires 75411) -</b> Enables siren tones to change tones when horn button is	1.00	\$75.00	0.00	\$75.00	\$75.00
75411	Bosch Relay <b>LIGHTING - LIGHTBAR</b>	1.00	\$2.30	0.00	\$2.30	\$2.30
SPC-GB2-DUO	Legacy Duo 54" bar - GB2DEDE GBTL, x3 GBDLD, GBAWD, GBAWE, x4 GBDLK, x4 GBDLM, x3 GBDLE	1.00	\$3121.06	43.00	\$1779.00	\$1779.00
MKLP29	1 1/2" Low Profile Mounting Foot with Strap Hardware (Straps Purchased Separately)	1.00	\$94.00	43.00	\$53.58	\$53.58
STPLP83	Explorer 2011-2016 and 2013-2016 Police Interceptor Utility / 48" - 55" <b>PUSH BUMPER - NONE</b>	1.00	\$93.00	43.00	\$53.01	\$53.01

Continued...



QUOTATION

Main Phone: 641-227-2222  
 Email: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.	Quote Valid for
100914	2016 INTERCEPTOR	MAIN	3	CK	10363A	30 Days
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
	<b>LIGHTING HEADLIGHTS</b> <i>Veh. coming with 60A pre-wire grille lamp, siren &amp; speaker</i>					
SSFPOS	SOLID STATE HEADLIGHT FLASHER <b>LIGHTING, FOG LIGHTS - NONE</b> <b>LIGHTING, GRILLE</b>	1.00	\$80.00	43.00	\$45.60	\$45.60
I3JC	TRIO ION R/B W/ WHT OVERRIDE <b>LIGHTING, FRONT CORNERS</b> <i>Veh. coming with 86P pre-drill</i>	2.00	\$234.00	43.00	\$133.38	\$266.76
IONC	ION LIGHT WHITE <b>LIGHTING, MIRRORS</b>	2.00	\$180.00	43.00	\$102.60	\$205.20
LINSV2R	SURFACE MT LINZ V-SERIES RED	1.00	\$245.00	43.00	\$139.65	\$139.65
LINSV2B	SURFACE MT LINZ V-SERIES BLUE	1.00	\$245.00	43.00	\$139.65	\$139.65
LSVBKT34	LINSV MIRROR MT KIT EXPLORER <b>LIGHTING, SPOTLIGHT</b> <i>Vehicle to be ordered with standard spotlight assembly 51Y</i> <i>Keltek to install LED Spotlight Upgrade</i>	1.00	\$24.50	43.00	\$13.97	\$13.97
P46FLC	LED Spotlight Upgrade PAR-46 8 Degree Spotlight 12VDC <b>LIGHTING, SIDES, REAR WINDOW</b>	1.00	\$260.00	43.00	\$148.20	\$148.20
IONR	ION LIGHT RED	1.00	\$180.00	43.00	\$102.60	\$102.60
IONB	ION LIGHT BLUE	1.00	\$180.00	43.00	\$102.60	\$102.60
IONK1B	SWIVEL MOUNT KIT FOR ION BLACK <b>LIGHTING, PRIMARY REAR</b>	2.00	\$32.50	43.00	\$18.53	\$37.05
IE34UR8	6/8-LT UPPER HSG EXPLORER RTX	1.00	\$0.00	0.00	\$0.00	\$0.00
IWDTRAY8	WC Inner Edge RTX 8-LT DUO	1.00	\$1578.00	43.00	\$899.46	\$899.46
IEDK	ADD 1 DUO R/A INNER EDGE RTX	4.00	\$0.00	0.00	\$0.00	\$0.00
IEDM	ADD 1 DUO B/A INNER EDGE RTX <b>LIGHTING, BACKUP LIGHTS - NO</b> <b>LIGHTING, TAILLIGHTS</b>	4.00	\$0.00	0.00	\$0.00	\$0.00
VTX609R	VERTEX SUPER-LED LIGHT RED	1.00	\$135.00	43.00	\$76.95	\$76.95
VTX609B	VERTEX SUPER-LED LIGHT BLUE <b>LIGHTING, HATCH - NONE</b> <b>CONSOLE</b>	1.00	\$135.00	43.00	\$76.95	\$76.95
C-VS-1400-INUT-H	2013-2016 Ford Interceptor Utility Police Vehicle Specific 14 in Console - Housing Only	1.00	\$288.75	43.00	\$164.59	\$164.59
C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, F its Whelen Cencom Ccsm,	1.00	\$32.55	43.00	\$18.55	\$18.55
EB40-XG1-1P	4 in Equipment Mounting Bracket (1 PC) Harris Unity XG-100M	1.00	\$32.55	43.00	\$18.55	\$18.55

Continued...



QUOTATION

Main Phone: 641-227-2222

Email: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.	Quote Valid for
100914	2016 INTERCEPTOR	MAIN	3	CK	10363A	30 Days
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
	<b>Customer requests controller to be mounted in headliner</b>					
FP-BLNK2	2" Blank Plate	2.00	\$10.00	27.75	\$7.23	\$14.45
C-AP-0325	3 in accessory pocket, 2.5 in deep	1.00	\$48.30	43.00	\$27.53	\$27.53
C-LP3-PS2	3 Lighter plug outlet w/2 switch cut outs - 2"	1.00	\$52.50	43.00	\$29.93	\$29.93
091-219	Dual port USB, fits into switch slot on bracket, LED indic., 3 Amps Max - IPAD/IPHO	1.00	\$40.00	0.00	\$40.00	\$40.00
C-SW-B	Switch blank	1.00	\$5.25	43.00	\$2.99	\$2.99
FP-BLNK1	1" Blank Plate	1.00	\$10.00	27.75	\$7.23	\$7.23
C-FP-4	4 in Filler Plate	1.00	\$13.65	43.00	\$7.78	\$7.78
C-MCB	Mic clip bracket	2.00	\$14.70	43.00	\$8.38	\$16.76
MMSU-1	Single Unit Magnetic Mic Mount	1.00	\$26.99	0.00	\$26.99	\$26.99
HLN9073B	HANG UP CLIP <b>COMPUTER</b>	1.00	\$4.99	0.00	\$4.99	\$4.99
	<b>Customer to provide G-Tech Model F1-10</b>					
IK-TR-911	Transformer Rugged Tactile Key Board w/ Touchpad, IP65, VESA Mount, USB <b>COMPUTER MOUNT</b>	1.00	\$355.00	0.00	\$355.00	\$355.00
	<b>Customer to provide mounting solution from Hint</b>					
7170-0249	Getac F110 KIT: F110 TRI RF CRADLE (7160-0576-03) External LIND Power Supply <b>Dock solution from Gamber Johnson no adapter plate needed for Hint mounting.</b> <b>PRINTER</b>	1.00	\$668.00	37.75	\$415.83	\$415.83
	<b>Reuse - Brother Printer</b>					
REUSE PRINTER	<b>REUSE PRINTER</b> <b>PRINTER MOUNT</b>	1.00	\$0.00	0.00	\$0.00	\$0.00
	<b>Reuse arm rest printer mount from 2011 Chevy Impala</b>					
REUSE SCANNER	<b>REUSE SCANNER</b> <b>BARCODE SCANNER - Reuse LTRON FRONT PARTITION</b>	1.00	\$0.00	0.00	\$0.00	\$0.00
1K0574ITU12	Single Prisoner 1/2 Partition For Interceptor Suv - Clear Window with Stock Seat	1.00	\$999.00	17.75	\$821.68	\$821.68
PK0316ITU122ND	#12VS 2ND COATED POLY PARTITION-12-13 INTERCEPTOR UTILITY w/o box <b>REAR PARTITION</b>	1.00	\$439.00	17.75	\$361.08	\$361.08
'0123ITU122ND	#12VS 2ND EXPANDED METAL PARTITION-12-16 INTERCEPTOR UTILITY	1.00	\$399.00	17.75	\$328.18	\$328.18



QUOTATION

Main Phone: 641-227-2222

...mail: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.	Quote Valid for
100914	2016 INTERCEPTOR	MAIN	3	CK	10363A	30 Days
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
REUSE WEAPONS	<b>WINDOW BARS NONE</b> <b>SEAT REPLACEMENT - NO, VEHICLE ORDERED VINYL</b> <b>WEAPONS MOUNTING</b> <b>REUSE WEAPONS MOUNTING</b>	1.00	\$0.00	0.00	\$0.00	\$0.00
GT0536ITU12	GET PICTURE FROM CUSTOMER OF GUN Gunlock Transfer Kit <i>Customer to reuse gun lock</i> <b>EQUIPMENT TRAY</b>	1.00	\$69.00	17.75	\$56.75	\$56.75
CP-UV-CARGO-MN	Interceptor SUV - 2013-2016 Hinged mounting platform that allows access to spare tire	1.00	\$375.00	22.75	\$289.69	\$289.69
AC-UV-TRAY-H	INTERCEPTOR SUV 2013-2016 ELECTRONICS TRAY GOES WITH CP-UV-CARGO-MNT	1.00	\$250.00	27.75	\$180.63	\$180.63
REUSE RADIO	<b>RADIO, PRIMARY (AND ANTENNA)</b> <b>REUSE PRIMARY RADIO</b> <i>Reuse radio Harris XG100M</i>	1.00	\$0.00	0.00	\$0.00	\$0.00
RFMT-TB-V/U/C-A	Sti-co Tri-Band Roof Mount Freq 150-174, 380-520, 762-870	1.00	\$88.00	0.00	\$88.00	\$88.00
MB8U	0-1000 MHz 17 FEET	1.00	\$12.07	0.00	\$12.07	\$12.07
RFT-1202-2	TNC MALE CRIMP CONNECTOR <b>RADIO, SECONDARY (AND ANTENNA), NONE</b> <b>VEHICULAR REPEATER (AND ANTENNA), NONE</b> <b>SCANNER (AND ANTENNA), NONE</b> <b>CB (AND ANTENNA), NONE</b> <b>AVL, NONE</b> <b>RADAR, NONE</b> <b>CAMERA</b>	1.00	\$2.38	0.00	\$2.38	\$2.38
REUSE CAMERA	<b>REUSE CAMERA, WATCHGUARD</b>	1.00	\$0.00	0.00	\$0.00	\$0.00
REUSE FLASHLIGHT	<b>REUSE FLASHLIGHT - STREAMLIGHT</b> <b>POWER MANAGEMENT</b>	1.00	\$0.00	0.00	\$0.00	\$0.00
CG-X	Chargeguard-select order CGX100	1.00	\$99.00	43.00	\$56.43	\$56.43
185080F	BUSS HI-AMP CIRCUIT BREAKER, SWITCHABLE WITH A MANUAL TRIP PUSH BUTTON	2.00	\$28.91	0.00	\$28.92	\$57.83
V23232D0001X001	75 AMP Relay	2.00	\$26.20	0.00	\$26.21	\$52.41
15600-12-21	ATC FUSE PANEL W/ GROUNDING PAD, 12 POSITION	2.00	\$15.44	0.00	\$15.44	\$30.87
HHF	3-20 AMP ATC FUSE HOLDER W/ COVER	2.00	\$1.82	0.00	\$1.82	\$3.64
1114X	6 GA MAXI - ATC FUSE HOLDER <b>ECO-LOCK MODULE send more info and references</b>	1.00	\$10.35	0.00	\$10.35	\$10.35

Continued...



# QUOTATION

Main Phone: 641-227-2222

Email: sales@keltekinc.com

Account	Order Ref	Whse	Terr	Rep	Our Order No.	Quote Valid for
100914	2016 INTERCEPTOR	MAIN	3	CK	10363A	30 Days
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
B-ECL555-A-B	Eco Lock Module 16 - Ford Utility	1.00	\$734.68	10.00	\$661.21	\$661.21
C-UDB-1	Under dash Switch bracket for 1 switch and 1 label	1.00	\$21.00	43.00	\$11.97	\$11.97
<b>INSTALL</b>	<b>Installation of product</b> <i>Installation and testing of Eco Lock Module</i> <b>BATTERY UPGRADE</b>	1.00	\$250.00	0.00	\$250.00	\$250.00
65-PC1750T-H	ODYSSEY -HEAVY-DUTY/COMMERICAL BATTERY - FOUR FULL YEAR Interceptor SUV	1.00	\$425.84	32.75	\$286.38	\$286.38

**Complete Shipments vs Partial** -KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. Returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Subtotal:	12,992.23
Sales Tax:	0.00
Grand Total:	12,992.23

**Warranty:** Please contact your inside sale rep for details.

**Payment Methods:** KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

**AGENDA ITEM # J – 6**

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

<b>DATE:</b>	June 6, 2016
<b>AGENDA ITEM:</b>	Set Public Hearing Date – Chapter 5
<b>ACTION:</b>	None

**SYNOPSIS:** Chapter 5 is being amended to include the three months' severance for the public works director, finance/deputy city administrator, water/wastewater superintendent, and parks and recreation director. This amendment along with a change to the personnel policy will allow the City to discontinue contracts with these positions. The public hearing would be set for Monday, June 20, 2016.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Set Date

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/1/16

## **M. Reports Mayor/Council/Manager**

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
June 6, 2016**

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- I have met with Ed Suater regarding the Community Center and he will be presenting in front of Council in July.
- Staff has begun looking into radio read meters and the cost of implementing this solution citywide. The number of companies offering this service has increased and now includes cell phone companies.
- The pool is now open. Staff held a kickoff event to introduce the now heated water to the public. The pool opened at 6 p.m., Thursday, June 2 with a free two hour swim event. Over 150 people turned visited the pool on opening night.
- The social host ordinance is now under review with the City Attorney. Staff expects to set a public hearing date at the Council's next meeting in June.
- Main Street Iowa will be in to complete their annual review and talk to community members June 22, 2016.



**Secondary Road Department  
Linn County, Iowa**

Steven M. Gannon, P.E. – Linn County Engineer  
Bradley J. Ketels, P.E. – County Engineer – Administration  
Ben Merta – Operations Superintendent  
Nichole L. Brown – Office Manager / Financial Analyst

Secondary Road Department  
1888 County Home Road  
Marion, Iowa 52302-9753

May 23, 2016

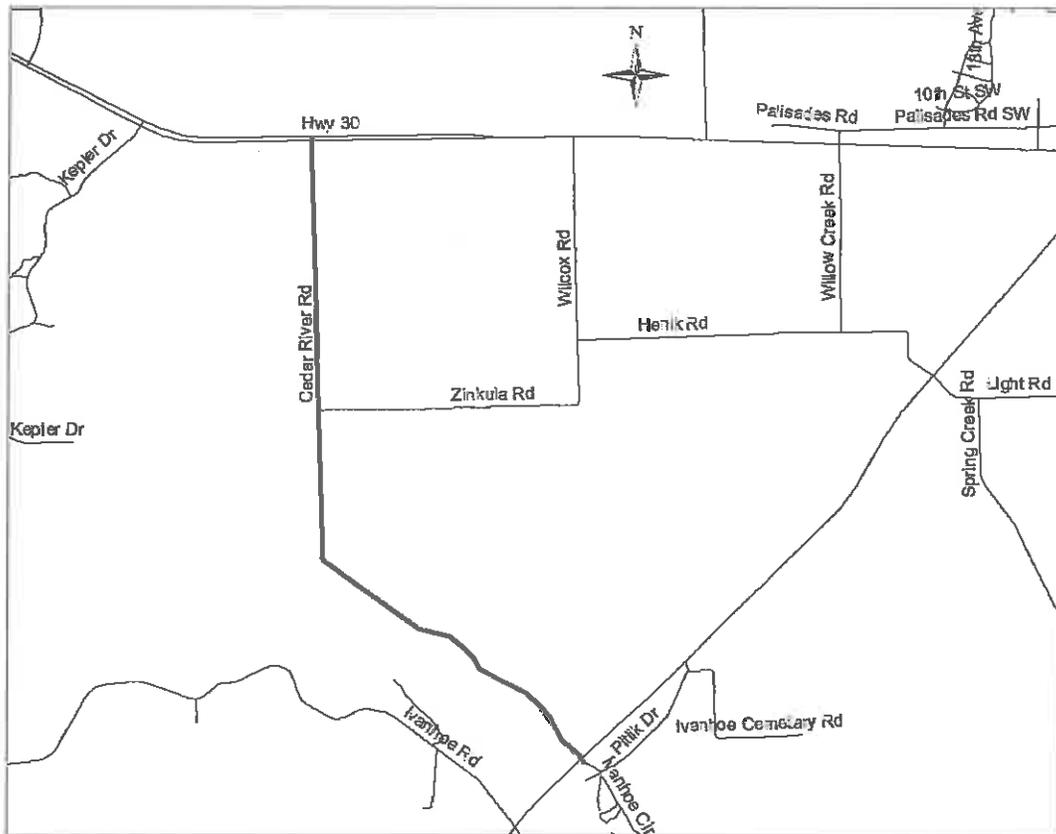
**Subject: Cedar River Road Paving**

Dear Property Owner:

This letter is to inform you of the upcoming paving project on Cedar River Road that is tentatively scheduled to begin July 11, 2016. The project includes concrete paving (8") from Iowa Highway 1 to U.S. Highway 30 (see below).

The project was let on March 29, 2016 and the contract has been awarded to Horsfield Construction, Inc. of Epworth, IA. The anticipated completion date for the project is September 1, 2016.

To receive detailed project updates, go to [www.linncounty.org](http://www.linncounty.org) and select the 'Notify Me' icon. Then scroll down to the "Alert Center" to subscribe to the update list. Daily updates (or as work progresses) will be emailed once the project has started. You will need to create a free account for this service and select which project you would like to be notified of. Please contact our office if you need assistance with this service.



**Please see second page (over) for frequently asked questions consistent with concrete overlay projects.**

OFFICE OF  
**GUY P. BOOTH**

ATTORNEY AT LAW  
425 SECOND STREET S.E., SUITE 1010  
CEDAR RAPIDS, IOWA 52401  
(319) 366-7795 / FAX: (319) 366-4551  
EMAIL: GBOOTH@1010CRLAW.COM

AN ASSOCIATION OF SOLE PRACTITIONERS

GUY P. BOOTH  
GARY J. SHEA  
MICHAEL K. LAHAMMER  
ZACHARY D. CROWDES  
RAPHAEL SCHEETZ

MOUNT VERNON OFFICE:

224 FIRST STREET WEST  
MOUNT VERNON, IA 52314  
(319) 895-8150

May 27, 2016

Mr. Jamie Hampton  
Mayor – City of Mt Vernon  
Mt Vernon City Hall  
213 1<sup>st</sup> St. SW  
Mount Vernon, IA 52314

Dear Jamie:

I would like to request that the City Council take up the consideration of the Demolition Ordinance that was proposed last year. As you recall, the committee that was appointed by Scott Peterson, when he was mayor, worked on reviewing the types of ordinances that communities have regarding the demolition of buildings. We especially looked at communities that have a strong concern about preservation of important buildings.

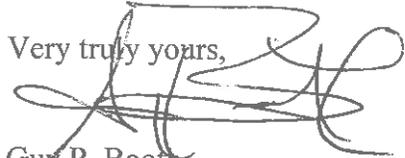
The ordinance was developed with the help of the City Attorney. After it had been vetted by Bob Hatala, it was then sent to the Planning & Zoning Commission. They reviewed it, scheduled a public hearing on it, and approved it to be forwarded to the City Council. The City Council did have it on the agenda for a work session, but no action was taken thereafter.

I feel there is still strong interest in the community to have a Demolition Ordinance. This ordinance not only may save some buildings, but even if a building needs to be demolished, the ordinance contains regulations for making sure it is demolished, and removed in a safe environmental manner.

Not having some guidance to the demolition of buildings leaves a major gap between how the City deals with building permits, and how it regulates the demolition of a building. At this time, I don't believe the City has any regulations that address the process to be followed. On behalf of the people who have worked on the development of the proposed ordinance, I would request that the city take the next step in the process and

put it on the agenda for a public hearing. Please let me know if you have questions about the ordinance or if you need additional input from the committee.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Guy P. Booth', written over a horizontal line.

Guy P. Booth

GPB/jcb

Cc: Chris Nosbisch, City Administrator