

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time:	May 4, 2020 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	May 1, 2020

Mayor:	Jamie Hampton	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Tom Wieseler	City Attorney:	Robert Hatala
Councilperson:	Stephanie West	Assis. Admin/City Clerk:	Sue Ripke
Councilperson:	Scott Rose	Deputy City Clerk:	Marsha Dewell
Councilperson:	Deb Herrmann	Chief of Police:	Doug Shannon
Councilperson:	Eric Roudabush		

Due to the nature of the Novel Coronavirus, now known as Covid-19, and the restrictions placed on group gatherings by Governor Reynolds State of Public Health Disaster Emergency for Iowa, the City Council believes it would be both impossible and impractical to hold a meeting in one location. With that being said, the Council will be meeting via the Zoom application, and the public is invited to participate via telephone by calling 1-929-205-6099.

You will be prompted for the following information:

1. Meeting ID: 829 8471-9283
2. Password: 971242

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

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

If you wish to address the City Council on subjects pertaining to today's meeting agenda, please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the microphone and give your name and address for the public record before discussing your item. Each individual will be granted no more than five (5) minutes.

D. Consent Agenda

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

1. Approval of City Council Minutes – April 20, 2020 Regular Council Meeting
2. Approval of City Council Minutes – April 29, 2020 Council Work Session
3. Approval of Liquor License – Big's
4. Approval of Cigarette License – Casey's

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. None

G. Resolutions for Approval

1. Resolution #5-4-2020A: Approving the Chapter 28E Joint Intergovernmental Action Agreement Providing for a Safety Group Eastern Iowa

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Change Order #65 – Lester Buresh Family Community Wellness Center - Council Action as Needed
3. Discussion and Consideration of Change Order #66 – Lester Buresh Family Community Wellness Center - Council Action as Needed
4. Discussion and Consideration of Change Order #67 – Lester Buresh Family Community Wellness Center - Council Action as Needed
5. Discussion and Consideration of Pay Application #15 – Lester Buresh Family Community Wellness Center – Council Action as Needed
6. Discussion and Consideration of Pay Application #5 – 2019 Wastewater Treatment Plant Improvements – Council Action as Needed
7. Discussion and Consideration of Employee Insurance Carrier - Blue Cross Blue Shield – Council Action as Needed
8. Discussion and Consideration of Spring/Summer Sealcoat Projects – Council Action as Needed
9. Discussion and Consideration of Elliot Park Concession Stand Roof Repairs – Council Action as Needed

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

Due to the nature of the Novel Coronavirus, now known as Covid-19, and the restrictions placed on group gatherings by Governor Reynolds State of Public Health Disaster Emergency for Iowa, the City Council believes it would be both impossible and impractical to hold a meeting in one location. With that being said, the Council meeting was held via the Zoom application. The public was invited to participate via telephone by calling 1-312-626-6799 and prompted to enter the following information:

1. Meeting ID: 963 5001 0981
2. Password: 228718

If assistance was needed before the meeting began, the public could contact Chris at 319-359-8613. The following Council members were remotely present: Roudabush, West, Wieseler, Herrmann and Rose.

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

Agenda Additions/Agenda Approval. Motion to approve the Agenda made by Wieseler, seconded by Herrmann. Motion carries.

Consent Agenda. West pointed out a correction to the April 6, 2020 minutes saying that she was not present at that meeting and the minutes do not state that. The April 6, 2020 minutes were changed to correct that error. Motion to approve the Amended Consent Agenda made by West, seconded by Herrmann. Motion carries.

Approval of City Council Minutes – April 6, 2020 Regular Council Meeting

Ordinance Approval/Amendment

Ordinance #3-2-2020A: Vacating and Selling a Portion of a Sixteen Foot Alley Right of Way Located Adjacent to 709 and 713 1st Ave NW, Within the City Limits of Mt. Vernon, Iowa. Since the second reading staff has not received any written or verbal communication regarding this ordinance. Motion to approve the third and final reading. Motion to approve the third and final reading of Ordinance #3-2-2020A made by Wieseler, seconded by Rose. Roll call vote. Motion carries.

Resolutions for Approval

Resolution #4-20-2020A: Ordering the Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Know as the Nature Park Trail. Approval of Resolutions A & B sets a bid date and public hearing for the Nature Park Trail and the Mount Vernon Wellmark Wellness Center Trail. In the hopes of receiving a better bid staff has requested the trails be bid together with the MVWWC trail being first constructed. Cost estimates for the trails are \$200,000.00 for the Mount Vernon Wellmark Wellness Center Trail and about \$150,000.00 for the Nature Park Trail. About \$50K of the Nature Park Trail cost estimate will be used for the installation of conduit, trail lighting and emergency phone(s). Motion to approve Resolution #4-20-2020A made by Rose, seconded by Herrmann. Roll call vote. Motion carries.

Resolution #4-20-2020B: Ordering the Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Know as the Mount Vernon Wellmark Wellness Center Trail The cost estimate for the MVWWC trail is about \$200,000.00. \$100K of this will be paid with a grant the City received from Wellmark and the rest will be paid for with LOST III Trail monies. Motion to approve Resolution #4-20-2020B made by West, seconded by Wieseler. Roll call vote. Motion carries.

Motions for Approval

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

ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,626.47
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	944.30
ALLIANT IES UTILITIES	ENERGY USAGE-FD	795.62
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,PD	388.11
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	303.02
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	192.31
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	182.57
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	68.26
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	39.46
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	5,651.99
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	4,200.76
ALLIANT IES UTILITIES	ENERGY USAGE-LBC	3,103.67
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,766.02
ALLIANT IES UTILITIES	ENERGY USAGE-PD	807.49
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	585.43
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	266.74
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	221.52
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	48.41
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	41.52
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	39.46
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	34.77
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	29.28
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	27.15
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	21.70
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	14.10
AMERICAN RED CROSS	SWIM LESSON REGISTRATION-POOL	650.00
B4 VENTURES LLC	AVANT-LBC	127.23
BOB HAUGSE	RENTAL REFUND-LBC	80.00
BRADY LANHAM	LED WRAP FIXTURE,SWITCHES-PD	1,386.13
BRAUN INTERTEC CORP	CONSTRUCTION & MATERIALS TEST	342.00
CAMPBELL SUPPLY CEDAR RAPIDS	LADDER,SAFETY-RUT	531.88
CEDAR VALLEY HUMANE SOCIETY	ANIMAL CONTROL	250.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-P&REC	80.00
CENTURY LINK	PHONE CHGS-PD	56.00
DELTA DENTAL OF IOWA	INSURANCE-ALL DEPTS	1,370.84
DIESEL TURBO SERVICES INC	2014 PLOW ADAPTOR-RUT	20.39
GLOBAL PUBLIC SAFETY	TAC10 MAINT RENEWAL-PD	3,708.00
HAWKEYE READY MIX	STREET PATCH-RUT	527.63
IOWA ONE CALL	LOCATES-WAT,SEW	53.10
IOWA PRISON INDUSTRIES	STOP SIGN FLAG-RUT	461.67
IOWA PRISON INDUSTRIES	SIGN HARDWARE-RUT	253.00
IOWA SOLUTIONS INC	CERTIFIED HARD DRIVE DISPOSAL	378.00
IOWA WORKFORCE DEVELOPEMENT	S.SKOFF CLAIM	1,206.42
JAMES HOEGER	RENTAL REFUND-LBC	45.00
KINDEL HAVERBACK	RENTAL REFUND-LBC	180.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-ALL DEPTS	229.35
KOSS INTERNATIONAL CORP	CTW CHALK-P&REC	2,400.54
LOU'S GLOVES	GLOVES-SEW	86.00

MC2	UV MODULE,SPARE PARTS-SEW	18,867.03
MEDIACOM	PHONE/INTERNET-POOL	182.47
MEDIACOM	PHONE/INTERNET-FD	320.93
MEDIACOM	PHONE/INTERNET-P&A	278.99
MEDIACOM	PHONE/INTERNET-RUT	180.43
MT VERNON ROAD TIRE CO	VEHICLE MAINT-PD	1,168.00
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	1,270.00
PAYROLL	CLAIMS	66,306.27
PUSH-PEDAL-PULL	DUMB BELL HANDLE,CORDS-LBC	216.00
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	198.66
RYAN RENTSCHLER	RENTAL REFUND-LBC	724.00
SANDRY FIRE SUPPLY LLC	EQUIP REPAIR-FD	89.80
SENSUS USA, INC	SYSTEM SUPPORT-WAT,SEW,SW	1,949.94
SHERWIN WILLIAMS CO.	PAINT LINER-RUT	3,835.00
SHERWIN WILLIAMS CO.	POWER LINER-P&REC	1,835.00
STAPLES INC	SUPPLIES-PD	184.74
STUART WHEELER	CTW REFUND-P&REC	200.00
SUN LIFE ASSURANCE COMPANY	INSURANCE-ALL DEPTS	1,281.38
TECHNICOM COMMUNICATIONS SYSTEM	PHONES, LINES-LBC	4,353.00
UNITED HEALTH CARE	INSURANCE-ALL DEPTS	18,918.99
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	6,545.23
US CELLULAR	CELL PHONE-PD	165.02
VEENSTRA & KIMM INC	WAGON PASS DEMOLITION	1,774.70
VERIZON CONNECT	INFORMATION SYSTEMS-PW	227.40
WEX BANK	FUEL-PD	1,086.46
		168,982.75

GENERAL FUND	29,649.06
LBC OPERATIONS	1,444.36
LOST III COMMUNITY CENTER	10,728.52
PAYROLL	66,306.27
POLICE STATION CONSTRUCTION	1,386.13
ROAD USE TAX FUND	16,158.79
SEWER FUND	30,277.80
SOLID WASTE	1,853.27
STORM WATER FUND	625.56
WATER FUND	10,552.99
TOTAL	168,982.75

MARCH 2020 REVENUE	
CULTURE - RECREATION	53,298.24
DEBT SERVICE	1,653.56
GENERAL FUND	325,257.13
PUBLIC SAFETY	39,772.01
PUBLIC WORKS	201,283.48
TOTAL	621,264.42

Discussion and Consideration of Engagement Agreement with Clifton Larsen Allen and Bradley Hauge for Auditing and Accounting Services – Council Action as Needed. Staff asked Council to consider approving Engagement Letters from both CLA and Brad Hauge allowing them to continue auditing and budget

services. CLA did not increase their base fee from last year (\$16,400.00) but added a 5% support fee (\$820.00). Brad Hauge's fee of \$7,000.00 increased about 1.6% over last year. Motion to approve both Engagement Agreements made by Rose, seconded by Herrmann. Motion carries.

Discussion and Consideration of Change Order #1 – Cameras and Security – Lester Buresh Family Community Wellness Center - Council Action as Needed. Change Order #1 is for \$2,360.00 to move two cameras to different locations because of ductwork conflicts and to add weather shields to outdoor cameras. Motion to approve Change Order #1 made by Wieseler, seconded by Herrmann. Motion carries.

Discussion and Consideration of Change Order #2 – Cameras and Security – Lester Buresh Family Community Wellness Center – Council Action as Needed. Change Order #2 is for \$2,070.00 and is for the camera and server reprogramming due to changes by IT provider. Motion to approve Change Order #2 made by Rose, seconded by Herrmann. Motion carries.

Discussion and Consideration of Pay Application #4 – Cameras and Security – Lester Buresh Family Community Wellness Center – Council Action as Needed. Pay Application #4 is for \$13,485.49 and recommended for payment by Design Engineers and staff. Motion to approve Pay Application #4 made by Herrmann, seconded by Wieseler. Motion carries.

Discussion and Consideration of Pay Application #5 – Cameras and Security – Lester Buresh Family Community Wellness Center – Council Action as Needed. Pay Application #5 is for \$8,091.29 and recommended for payment by Design Engineers and staff. Motion to approve Pay Application #5 made by Rose, seconded by West. Motion carries.

Discussion and Consideration of Palisades Rd Street Patching – Council Action as Needed. Estimates between \$9,100.00 and \$14,000.00, depending on the thickness of asphalt, have been received for patch work on Palisades Road west of 10th Avenue. In addition to the patching and depending on the dollar amount the City receives from the IDOT staff is also checking into an asphalt overlay, making the crosswalks ADA compliant and finishing the curb work. Not knowing when and how much buy out money the City will receive makes it difficult to know the scope of the project and when it can be let. For now, the City is recommending a 5" patch. The grind and patch work would go from 10th Avenue, past Nameplate, and up to Business 30 and could cost about \$150K. Motion to approve the 5" patch on Palisades Road made by Herrmann, seconded by Wieseler. Motion carries.

Discussion and Consideration of Screening/Fencing for the Police Station – Council Action as Needed. Because of several calls from the property owner complaining about headlight glare into their property staff asked Council to consider approving the cost to construct a 6' vinyl fence along the eastern edge of the east parking lot. Staff is also requesting a quote for a tan colored fence at the request of the neighboring property owner who offered to pay the cost difference (between the white vinyl and the tan). A cost estimate was received from Cook Fence Company for \$8,150.00 for white fencing or \$9,100.00 for tan fencing. Staff recommends accepting the \$8,150.00 estimate and the neighbor pays the additional \$950.00. Motion to approve the Cook Fence Company quote of \$8,150.00 or above to cover the cost of the tan fence if the neighboring property owner is willing to make up the difference made by Rose, seconded Wieseler. Motion carries.

Discussion and Consideration of Building Identification Signage for the Police Station – Council Action as Needed. At a previous meeting Chief Shannon provided Council with quotes and renditions of signage for the building but they included a logo and at that time there was a discussion in reference of logos and signage for the entire City. Staff feels as though that may take at least one year to sort out and the Police Station needs some identification now. The examples given to Council were of plain lettering, offset from

the building. For letters that were not back lit there would be lighting from the soffit. Chief Shannon said the electrician thought he could do the work for \$1,000.00 or less. Nobsisch said that he preferred the down lighting on the building because it fits more with the character of Mount Vernon. Herrmann moved approval of the exterior signage quote provided by Rickard and also the electrician, seconded by West. Motion carries.

Discussion and Consideration of Purchase of PPE Masks for Employees – Council Action as Needed. Staff asked Council to consider the approval of purchasing 5,000 disposable PPE masks at a cost of \$6,400.00. A number of the masks will be held in reserve for emergency services while the rest will be used by PW, City Hall and Park staff. Currently staff is required to wear masks when working in public spaces but this requirement is contingent on the masks being delivered. Motion to approve the PPE mask purchase for \$6,400.00 made by Herrmann, seconded by Wieseler. Motion carries.

Reports to be Received/Filed

Mt. Vernon Police Report. There were 2 collisions, 16 incidents and 8 reported arrests in March. K9 Monster was deployed twice; once for MVPD vehicle sniff and the other for Linn County Sheriff's Office. Monster alerted both for the presence of drugs but the officer's search did not. Officer Gehrke completed the 5th grade DARE program. Chief Shannon attended daily COVID-19 meetings. Officers completed 24 hours of STEP. As per the 28E agreement with Lisbon MVPD recorded 2,310 minutes of patrol time, 12 calls for service, and 115 minutes of administrative time for a total of \$1,790.00. \$5,253.20 was billed to Lisbon for services for the 1st quarter of 2020.

Mt. Vernon Public Works Report. Plows and spreaders have been removed from vehicles for the season. Maintenance work has been done on the leaf vac in order to prevent future breakdowns. New signage has been done on Business 30. Road work has been done on Palisades Road. PW have been able to maintain the leaf schedule. Park field maintenance has begun and the pool is being prepped as if it will open on time.

Mt. Vernon Parks and Rec Report. Parks and pool are being prepped for opening. Due to COVID-19 Spring Soccer was canceled and refunds were issued. The baseball/softball league has decided to wait until April 30th to make a decision on whether or not to play ball. Registration for Tball, Coach Pitch and Player Pitch is on hold. Swim lesson registration was held on line. Chalk the Walk will host a virtual event this year. New hoops, mirrors and batting cages have been installed at the LBC. Several items remain on the LBC punch list.

Reports of Mayor/Council/Administrator

City Administrator's Report. A reminder to all regarding social distancing. The City has closed access to the frisbee golf course. The 8th Avenue quiet zone permit is moving forward. Wagon Pass documentation is being finalized.

With no further business to attend to the meeting adjourned the time being 7:41 p.m., April 20, 2020.

Respectfully submitted,
Sue Ripke
City Clerk

Due to the nature of the Novel Coronavirus, now known as Covid-19, and the restrictions placed on group gatherings by Governor Reynolds State of Public Health Disaster Emergency for Iowa, the City Council believes it would be both impossible and impractical to hold a meeting in one location. The Council meeting was held via the Zoom application. The public was invited to participate via telephone by calling 1-312-626-6799. Callers were prompted for the following information:

1. Meeting ID: 870 3507 9668
2. Password: 547352

If assistance was needed before the meeting began, they could contact Chris at 319-359-8613. The following Council members were remotely present: Roudabush, West, Wieseler, Herrmann and Rose.

Discussion Items (No Action)

City Facilities – Opening Actions City Administrator Chris Nosbisch stated that 77 of the 99 counties were able to start opening things back up. Staff is looking at May 15th as being the date things could potentially open here. Nosbisch said no decisions would be made at this meeting but wanted Council to know what staff has been talking about for the past few weeks and give them time to think about some decisions that will have to be made. If things can open on May 15th Nosbisch said he foresees the dog park, frisbee golf course and the ball diamonds opening. In the current proclamation Governor Reynolds still had playgrounds, skate parks and shelters closed to the public. Recreation centers were also opened but had restrictions placed on them. Those were they can only operate at 50% capacity, classes could only be attended by ten individuals or less and maintain social distancing. Staff has been discussing having a "soft opening" whereas no membership fees would be charged but \$1.00 admission would be charged. Certain parts of the building such as the I-Wall, rock wall and the community room would not be open. There would be restricted hours. Staff would monitor how many people come in and leave the building. If the LBC is opened on May 15, City Hall will also open. The pool is being prepped as if opening. Staff would like to open the pool even if it's a later date.

Other Covid Related Discussions. Nosbisch said that the most pressing festival that needs some decisions made is Heritage Days and the Antique Festival. The Chocolate Stroll will be combining with the Chili Cook off in October. If social distancing stays in place staff cannot find a way to hold the festivals.

As there was no further business to attend to the meeting adjourned the time being 6:21 p.m., April 29, 2020.

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: Licensing2, ABD <licensing2@iowaabd.com> on behalf of licensing@iowaabd.com
Sent: Friday, April 24, 2020 3:18 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Pending Dram Shop

The following application(s) is complete and awaiting dramshop insurance endorsement by the appropriate insurance carrier. After the insurance carrier has endorsed coverage, the application(s) will be submitted to the local authority for review.

License #	License Status	Business Name
BB0037027	Pending Dram Shop	BIG'S (124 2nd Ave NW Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

NOTICE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CASEY'S GENERAL STORES, INC.

P.O. Box 3001 • One SE Convenience Blvd • Ankeny, Iowa • 50021-8045 • 515-965-6100

Dear City Clerk,

Enclosed please find our Cigarette renewal application and check.

Please mail the renewed license to the following address or email me a copy if you send the license directly to the store to:

**Jessica Fisher-Comstock, Store Operations
Casey's General Stores
PO Box 3001
Ankeny, IA 50021-8045**

If there are questions regarding this letter, please call me at my direct number (515) 446-6404 or e-mail me at jessica.fisher@caseys.com.

Sincerely,

Jessica Fisher-Comstock
Store Operations Clerk



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 1599

Physical Location Address 323 HWY 30 WEST City MOUNT VERNON ZIP 52314

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3198958365

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No X

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING COMPANY

Name (please print) Signature Date

Signature Date 04/01/2020

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit:
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit:
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

G. Resolutions for Approval

AGENDA ITEM # G - 1

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

DATE:	May 4, 2020
AGENDA ITEM:	Resolution #5-4-2020A
ACTION:	Motion

SYNOPSIS: This is the resolution approving the 28E with the Eastern Iowa Safety Group (IAMU) to create a Safety Coordinator position to serve the member communities. The cost associated with the 28E is based upon population, with Mt. Vernon responsible for \$14,817. Six other eastern Iowa communities have committed to the membership. The City has made great strides in employee safety and we are starting to see the results in our workers compensation insurance premiums.

BUDGET ITEM: All Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolutions #5-4-2020A & Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20

RESOLUTION #5-4-2020A

**RESOLUTION AGREEING TO BECOME A MEMBER OF THE SAFETY GROUP
EAST IOWA AND IAMU 28E AGREEMENT FOR THE CITY OF MOUNT VERNON,
IOWA**

WHEREAS, the City of Mount Vernon desires to provide safe working conditions for its employees, minimizing accidents and reducing risks and losses; and

WHEREAS, a comprehensive safety program, including written policies of the City is a necessary part of providing safe working conditions and minimizing accidents, risk and losses; and

WHEREAS, a written plan for the formation of the Safety Group East Iowa (SGEI) and Iowa Association of Municipal Utilities (IAMU) Agreement has been prepared;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNT VERNON,
IOWA

1. That management is hereby authorized to participate in the (SGEI).
2. Nick Nissen is appointed as the delegate to SGEI.
3. Eldon Downs is appointed as the alternate to SGEI.
4. The SGEI and IAMU agreement are accepted and approved by execution of this resolution by the council.

APPROVED this 4th day of May, 2020.

Mayor

ATTEST: _____
City Clerk

CHAPTER 28E JOINT INTERGOVERNMENTAL ACTION AGREEMENT PROVIDING FOR A SAFETY GROUP EASTERN IOWA

THIS AGREEMENT ("**Agreement**") is entered into pursuant to Iowa Code Chapter 28E by and between the undersigned cities, city utilities, and other public or private agencies which agree to become a party to this Agreement in accordance with the terms of this Agreement. The various cities, city utilities and private agencies which may from time to time become a party to this Agreement are each individually referred to in this Agreement as a "**party**", and collectively as the "**parties**".

WHEREAS, the parties desire to enter into this Agreement pursuant to Iowa Code Chapter 28E in order to provide for joint and cooperative action among the parties for purposes of procuring safety services at an affordable price and to reduce future safety-related liabilities;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I PARTICIPATION

Section 1. Participation and Administration. Any public or private agency may become a party to this Agreement with the consent of the other parties. Each of the parties to this Agreement shall be a member in good standing of the Iowa Association of Municipal Utilities ("IAMU"). IAMU shall be the Administrator of this Agreement and shall provide safety services to the parties jointly pursuant to a services Agreement. This Agreement does not establish a separate legal entity, and no real or personal property shall be acquired, held, or disposed of under this Agreement.

Section 2. Initial Parties. The initial parties of the Safety Group Eastern Iowa are the City of Eldridge, the Eldridge Electric & Water Utility, the City of Mt. Vernon, the City of Solon, the City of Tipton, the City of West Liberty, and the City of Wilton.

Section 3. Additional Parties. Any public or private agency may, on a quarterly basis, become an additional party with the consent of at least two thirds of the other parties provided that such additional party provides (1) written evidence of adoption of a resolution by the governing body of the party approving and joining this Agreement, (2) notice of intent to participate given to IAMU at least 30 days prior to the start of the calendar quarter during which the party intends to begin participation, (3) remission of the additional party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in form and content approved by IAMU.

Section 4. Withdrawal. Any party may withdraw from this Agreement on an annual basis and may do so by providing (1) written evidence of adoption of a resolution by the governing body of the party withdrawing from this Agreement, (2) notice of intent to withdraw given to IAMU no later than January 1 during which the party intends to end participation of the coming fiscal year, beginning July 1, (3) remission of the party's allocated cost share as determined pursuant to Article IV of this Agreement, and (4) an executed addendum to this Agreement in the form and content approved by IAMU. No initial party, as listed in Section 2 of this Article, may withdraw from the Agreement prior to June 30, 2023.

Section 5. Expulsion. A party may be expelled from this Agreement for cause upon a two thirds majority vote of the other parties at a meeting of the Coordinating Committee. For purposes of this

Section 5, "for cause" means a material failure to comply with the terms of this Agreement including a failure to timely remit payments for the party's allocated share of costs or failure to participate in safety related functions.

Section 6. Duration. This Agreement shall be in effect as long as at least two parties remain and wish to procure and coordinate safety services.

Section 7. Termination. This Agreement may be terminated by a unanimous vote of the parties at a meeting of the Coordinating Committee established in Article III of this Agreement.

ARTICLE II PURPOSE

The purpose of this Agreement is to provide for joint and collective action among the parties to procure and coordinate safety and related services from IAMU and to fairly allocate the costs of those services among the parties. By procuring and coordinating safety and related services, the parties will ensure the safety of municipal employees, protect members of the public, and better care for public property in a manner that is consistent with the best interests of municipal utilities and their customers.

ARTICLE III COORDINATING COMMITTEE

Section 1. Coordinating Committee. Each entity that is a party to this Agreement shall be entitled to appoint one representative to the Coordinating Committee ("Committee"). If a city and a municipal utility in that city are each parties to this Agreement, then the city and the municipal utility in that city shall appoint one representative each. Only one representative from a city/utility may be an officer of the coordinating committee, unless approved by two-thirds of the Coordinating Committee. The Committee shall participate in training meetings, communications, and discussions with other members and with IAMU. The Committee shall hold an annual meeting each year on or after September 1. A Chairperson shall be selected at the annual meeting. The Committee may hold other meetings from time to time during the year at the call of the Chairperson. Representatives that cannot participate may name an alternate to participate. A majority of the parties to this Agreement shall constitute a quorum for purposes of the annual meeting.

Section 2. Coordinating Committee Duties. The Committee may plan and execute safety coordination activities on behalf of the parties, including the following actions and activities:

1. Setting goals and priorities for training pursuant to this Agreement;
2. Making recommendations on additional parties;
3. Making and entering into service agreements on behalf of the parties;
4. Evaluating training services and recommending changes or improvements;
5. Estimating the costs of service agreements and other expenses, and allocating all costs and expenses among the parties, including approving cost allocations pursuant to Article IV of this agreement;
6. Such other planning and coordinating activities as may be determined by the Coordinating Committee to efficiently meet the needs of the parties;
7. Forming subcommittees, from time to time, for other purposes.

ARTICLE IV
COSTS

Section 1. Initial Cost Allocation. The initial parties to this agreement, as described in Article I, Section 2 of this agreement, shall allocate the safety and related service costs among them according to the following steps:

1. Determine the total cost of service agreements with IAMU for providing safety and related services and any other related costs or expenses.
2. Determine the population of each party at the most recent decennial census. If a city and a municipal utility in that city are each parties to this agreement, one half of the city's population shall be assigned to the city party and one half to the municipal utility party.
3. Determine the total population of the parties by adding together the population of each of the initial parties.
4. Determine each party's proportionate share by dividing the population assigned to each party in step 2 by the total population of all parties determined in step 3.
5. Allocate to each party a share of the total costs determined in step 1 that is proportional to that party's share of the total population determined in step 4.
6. The total amount allocated to all parties in step 5 shall equal the total cost of all amounts determined in step 1.

Section 2. Reallocation of Costs. Each time the parties to this agreement change, the costs shall be reallocated pursuant to this section.

1. If an additional party joins or an existing party withdraws, the costs for all parties shall be reallocated according to steps described in Section 1 of this article and the new cost share shall be applicable upon reallocation.
2. If, at the time an additional party joins, the total cost of all service agreements with IAMU is less than the amount necessary to employ a full time safety coordinator, then the Coordinating Committee and IAMU may amend any existing service agreements by increasing the total cost of such service agreements.
3. If the Coordinating Committee and IAMU amend the total cost of such service agreements under number 2, then such amendments shall be designed to keep the amount allocated to the existing parties substantially the same as their costs prior to reallocation and the amount of any increase shall to the extent feasible be allocated to the additional party.
4. The Coordinating Committee and IAMU shall not increase the total cost of a service agreement beyond the amount necessary to employ a full time safety coordinator.
5. Upon the withdrawal of an existing party, the Coordinating Committee and IAMU may amend any existing service agreements by decreasing the total cost of such service agreements.
6. If the Coordinating Committee and IAMU amend the total cost of a service agreement under number 5, then such amendments shall be designed to keep the amount allocated to the existing parties substantially the same as their costs prior to reallocation.

Section 3. Cost Allocation Schedule. The Committee shall review and approve at the annual meeting the cost allocation amounts determined pursuant to Section 1 of this Article. Costs shall be allocated to the parties at least annually and may be reallocated during the year as necessary. However, upon the acceptance of additional parties to this agreement pursuant to Article I, the costs shall be reallocated as described in Section 1 of this Article. The Committee may amend the base participation fee from time to time upon a three fourths majority of those present and voting.

Section 4. Payments. Parties shall remit payments to IAMU on a quarterly basis according to the cost allocation amounts determined pursuant to Section 1 of this Article.

ARTICLE V AMENDMENTS

This agreement may be amended from time to time upon the approval of the parties. However, the acceptance of additional parties shall be as described in Article I of this Agreement and shall not require a written amendment to the Agreement or further action by the initial parties.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 1. Governing Law. This Agreement is entered into and performable in substantial and material part in Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa, and in particular Iowa Code Chapter 28E, but without regard to the provisions thereof relating to conflicts of law or choice of law.

Section 2. Relationship of Parties Limited. Nothing contained in this Agreement, and no action taken, failed, or omitted to be taken by any party pursuant hereto shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity. In no event shall any party be liable or responsible for any debts, liabilities or obligations of any kind or nature of any other party.

Section 3. Liability Limited. No party shall be liable for any actions taken pursuant to this Agreement, and no assets or properties of any party shall be liable for, or otherwise in any way subject to, any lien or other action of any creditor of any other party or any creditor arising from actions taken pursuant to this Agreement. IAMU, as the Administrator of this Agreement, shall have no liability under this Agreement to any party except only for any acts that are determined by a final, non-appealable judgement of an Iowa court to have constituted recklessness or intentional violation of law.

Section 4. Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part of this Agreement for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. The words “include” and “including” are used in this Agreement in a nonexclusive manner and fashion, that is to include, but without limitation, the facts, items or other matters in question. Any references to a “Section” in this Agreement are to the referenced Section of this Agreement, unless expressly stated otherwise. Words and phrases in this Agreement shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

Section 5. Counterparts. This Agreement, or any addendum to this Agreement, may be executed in counterparts (including by PDF, e-mail or facsimile transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 6. Severability. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement

is held to be invalid, illegal or unenforceable as written, but valid, legal and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

Section 7. Entire Agreement. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matters hereof and supersedes all negotiations, preliminary Agreements and all prior or contemporaneous discussions and understandings of the parties in connection with the subject matters hereof.

Section 8. Filings. This Agreement, and any amendment, modification, or notice of termination of this Agreement, shall be filed in accordance with Chapter 28E of the Code of Iowa.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement effective as of _____, 2020.

[SIGNATURE PAGES FOLLOW]

EIASSO Estimated Costs 7 Entities
 \$130,000

3/5/2020

<u>Town</u>	<u>Population</u>	<u>Proportionate Share</u>	<u>Total</u>
Eldridge, City of	2,826	0.00%	\$0
Eldridge Electric & Water Utility	2,826	12.56%	\$9,293
Mt. Vernon, City of	4,506	12.56%	\$9,293
Solon, City of	2,587	20.02%	\$14,817
Tipton City of	3,221	11.50%	\$8,507
West Liberty, City of	3,736	14.31%	\$10,592
Wilton, City of	2,802	16.60%	\$12,285
Total	22,504	100.00%	\$74,000

57% of the persons time
 \$74,000.00

The above proportionate share was calculated as per the 28E, Article IV, Costs and as referenced in Service Agreement - Scope of Work, 3 Compensation, Fees.

CITY OF MT. VERNON, IOWA

BY: _____
Title:

**SIGNATURE PAGE FOR
SAFETY GROUP EAST IOWA CHAPTER 28E AGREEMENT**

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 4, 2020

PAYROLL	CLAIMS	64,930.27
MIDWEST INJECTION INC	SLUDGE REMOVAL/LAND APP-SEW	15,000.00
TRI-CITY ELECTRIC CO OF IOWA	WELLNESS CENTER-LBC	13,485.49
TRI-CITY ELECTRIC CO OF IOWA	WELLNESS CENTER-LBC	8,091.29
WATER SOLUTIONS UNLIMITED INC	SUPPLIES-WAT	4,027.31
VEENSTRA & KIMM INC	HWY 30 BYPASS COORDINATION	3,788.00
COOK FENCE COMPANY	FENCE DOWNPYMT-PD	3,600.00
LINN CO-OP OIL CO	FUEL-PW	2,306.35
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	2,056.00
VEENSTRA & KIMM INC	BRYANT ROAD IMPROVEMENTS	1,847.83
VEENSTRA & KIMM INC	WWTP FACILITY IMPROVEMENTS	1,791.96
WELTER STORAGE EQUIPMENT CO	DESKS-PD	1,650.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES	880.00
WENDLING QUARRIES	ROAD ROCK-RUT	840.62
VEENSTRA & KIMM INC	NATURE PARK TRAIL DESIGN	833.08
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	820.50
VEENSTRA & KIMM INC	1ST STR RR BRIDGE REPAIR	751.50
VEENSTRA & KIMM INC	WAGON PASS DEMOLITION	490.90
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	481.00
STAPLES INC	TONER,PAPER,MISC-PD	416.24
MENARDS	CABINET-POOL	412.45
BANKCARD 8076	CREDIT CARD FEES-LBC	372.96
PRACTICAL SECURITY SYSTEMS	REMOVE/REINSTALL VIDEO AUDIO	270.00
INTERSTATE ALL BATTERY CENTER	BATTERIES-EMA	259.40
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE	242.18
MIDWEST WHEEL CO	POWER INVERTER-RUT	236.11
HDC	#10 WINDOW ENVELOPES-ALL DEPTS	204.18
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-SEW	180.00
VEENSTRA & KIMM INC	PALISADES ROAD OVERLAY	172.25
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
MOUNT VERNON BANK	ACCT CLOSED-WAT	101.08
AAA PEST CONTROL	PEST CONTROL-PD	55.00
MENARDS	WATER FILTER ASSEMBLY-POOL	51.40
IOWA INSURANCE DIVISION	PERPETUAL CARE FILING FEE-CEM	51.00
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
MENARDS	SUPPLIES-POOL	23.92
TOTAL		130,896.88
GENERAL FUND		8,450.81
ROAD USE TAX FUND		8,970.26
LOST III COMMUNITY CENTER		21,576.78
LOST III TRAILS		833.08
2014 STREET IMPROVEMENTS		242.18
WWTP UV DISINFECTION		3,847.96
POLICE STATION CONSTRUCTION		55.00
WATER FUND		4,996.96
SEWER FUND		16,023.07
SOLID WASTE		597.55
LBC		372.96
PAYROLL		64,930.27
TOTAL		130,896.88

AGENDA ITEM # J - 2 - 4

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

DATE:	May 4, 2020
AGENDA ITEM:	Change Order #65, 66, 67 - LBC
ACTION:	Motion

SYNOPSIS: The following change orders consist of two increases and one credit for the LBC. Staff is recommending all three be approved.

- Change order #65 is an increase in the amount of \$5,207.72. Staff had indicated concerns with the exposed cameras, solatubes, and other censors in the turf room, however individual protections were left out of the bid. The design team tried to utilize the built environment (steel beams, padding, etc.) in order to maintain the cleaner look, but there is simply too much activity in the room. To hit home staff's point, the first solatubes was damaged within the first two weeks of opening.
- Change Order #66 is a credit in the amount of \$10,000. The track surface has a number of imperfections noted in the surface, although it does not affect the integrity of the structure. Replacing the entire track surface is not practical, and the \$10,000 credit represents 20% of the track surface contract.
- Change Order #67 is an increase in the amount of \$1,612.93. This is for the additional base material and installation around the column pads on the second floor of the track. This was left out of the original change order and has been completed.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #65, 66, & 67

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 398-3340 319-444-3409 • Fax: (319) 398-3363 319-444-2437

COR #. 0065

Date	Tuesday, April 21, 2020
Project: Lester Buresh Family Community Wellness Center	
Per ITC 059: Add wire guards in turf room for lights, camera and WAP.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00069	Electrical				682.490	5.0000	\$716.61
00069	2x2 Wire Guards	Material Expense		0.000	2750.000	5.0000	\$2,887.50
00069	Mounting Hardware	Material Expense		0.000	210.000	5.0000	\$220.50
00069	Installation Labor	Labor Expense	20.000	54.000	1080.000	5.0000	\$1,134.00
00069	Project Management	Labor Expense	2.000	70.000	140.000	5.0000	\$147.00
00069	2% Performance Bond	Insurance Expense		0.000			\$102.11
00069							

PROPOSAL SUMMARY

	\$716.61
Material Expense	\$3,108.00
Labor Expense	\$1,281.00
Insurance Expense	\$102.11
Net Costs	\$5,207.72

Proposal Total **\$5,207.72**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ Date: _____

OPN ARCHITECTS

Owner: x _____ Date: _____

PM: x _____ Date: 4/30/2020
, Project Manager



All State Steel LLC

280 50th Avenue SW • Cedar Rapids, IA 52404

Phone (319)373-0291 • Fax (319)373-8451

April 30, 2020

John Bodensteiner
Garling Construction
Cedar Rapids, IA

All State Steel offers to fabricate the following for the Lester Buresh Family Wellness Center located in Mount Vernon, IA per OPN Architects ITC - 059

Lump sum of \$2750.00 (no sales tax included)

Includes: (12) – loose angles with copes on each end to bridge existing joist, 6 – panels of 2" x 2" welded wire mesh (6'-0 x 6'-0) primed painted, delivered to jobsite.

Excludes:

Steel framing and supports for applications where framing and supports are not specified in other sections
Miscellaneous steel trim
Loose bearing and leveling plates for applications where they are not specified in other sections
No finish paints
Toilet partition support
Fencing/Signage
Steel relating to or for case work
Cold formed metal framing and or trusses
All other labor and materials not mentioned in above inclusions
Grouting labor and materials
Retain age
Special permits
Labor and materials for items on the MEP drawings
Testing and inspection costs

Dowel rods and or rebar
Design and/or engineering services or engineers stamp on drawings
Tolerances more stringent than AISC Code of Standard Practice, 9th Edition
Temporary bracing or shoring
Fasteners for other trades
Any materials indicated on Mechanical and or Electrical drawings
Material escalation of raw materials after bid date.
Non-Ferrous metals
Roof hatch(s)
Gauged materials and/or materials not sized on provided drawings
Special insurances, liquidated damages, delay damages without a specific delivery date, or bonds.

Terms and Conditions

Delivery to be determined at time of award
Our price is good for 10 Days from date of quote.
Payment terms- Net 10 days. Overdue invoices subject to
Finance charges at 1½ % per month (A.P.R.-18%) and all
Collection costs, including attorney's fees"

Thank you for the opportunity to quote this project:

Troy Caspers

Project Estimator
All State Steel
319-373-0291 Phone
319-533-3718 Cell
319-373-8451 Fax
tcaspers@cedarvalleysteel.com

Accepted By: _____

Date: _____

Contractor: _____

standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

Non Solicitation of Employees

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 398-3340 319-444-3409 • Fax: (319) 398-3363 319-444-2437

COR #. 0067

Date	Thursday, April 30, 2020
Project: Lester Buresh Family Community Wellness Center Base below pads on columns	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00071	Vinyl Base	Material Expense		0.000	1506.000	5.0000	\$1,581.30
00071	2% Performance Bond	Insurance Expense		0.000			\$31.63

PROPOSAL SUMMARY

Material Expense	\$1,581.30
Insurance Expense	\$31.63
Net Costs	\$1,612.93

Proposal Total **\$1,612.93**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ Date: _____

OPN ARCHITECTS

Owner: x _____ Date: _____

Jeff Ketels

PM: x _____ Date: 4/30/2020

Jeff Ketels, Project Manager

John Bodensteiner

From: Chad French <cfrench@applebyhorn.com>
Sent: Thursday, April 30, 2020 3:29 PM
To: John Bodensteiner; Chad French
Subject: [External] Re: Lester ITC-053 - Track column pads.pdf

Lester Buresh base

To furnish and install 4" cove base around 32 columns
\$1,506.00

Thanks
Chad French
Appleby & Horn
(319)364-4131

On Thu, Apr 30, 2020 at 10:34 AM John Bodensteiner <jbodensteiner@garlingconstruction.com> wrote:

Need some quick help on this. Need to get a price for putting base around these new Column Pads. Could you get me something yet this afternoon?

Thanks

John R. Bodensteiner
Assistant Project Manager



5210 20th Ave SW

Cedar Rapids, IA 52404

jbodensteiner@garlingconstruction.com

(319) 398-3340

(319) 398-3363 fax

AGENDA ITEM # J – 5

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

DATE:	May 4, 2020
AGENDA ITEM:	Pay Application #15 – The LBC
ACTION:	Motion

SYNOPSIS: The current pay application is in the amount of \$125,327.08. OPN believes enough work has been completed on the punch list to allow for the approval of this pay application. This would leave over \$370,000 in the contract in case any items are left unfinished.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO (OWNER):

CITY OF MT VERNON
213 FIRST ST NW
MT VERNON, IA 52314

PROJECT: Lester Buresh Wellness Center

APPLICATION NO: 15

INVOICE NO: 001185

PROJECT NO: 54086

855 Palisades Dr. SW

ARCHITECT PROJECT NO:

OWNER PO NO: 54086

FROM: Jeffrey L Ketels
(CONTRACTOR) Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208

ARCHITECT: OPN ARCHITECTS

CONTRACT DATE:

200 5TH AVE SE 201

FROM: 1/31/2020

CEDAR RAPIDS, IA 52401

TO: 4/30/2020

Distribution to:

- OWNER
- ARCHITECT
- LENDOR
- GENERAL CONTRACTOR
- CONSTRUCTION MANAGER
- OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total	\$139,646.00	(\$9,885.00)
Approved this Month		
Number	Date Approved	
Change Order 05	02/06/2020	\$26,521.00
TOTALS		\$26,521.00
Net change by Change Orders		\$156,282.00

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

CONTRACTOR: GARLING CONSTRUCTION, INC.

BY: [Signature] DATE: 4-16-20

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT CERTIFIED**.

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

1. ORIGINAL CONTRACT SUM \$7,059,000.00
2. Net change by Change Orders \$156,282.00
3. CONTRACT SUM TO DATE (Line 1 +- 2) \$7,215,282.00
4. TOTAL COMPLETED & STORED TO DATE \$7,205,282.00
(Column I on G703)
5. RETAINAGE:
 - a. 5.00% of Completed Work \$360,264.14
(Column F + G on G703)
 - b. 5.00% of Stored Material (Column H on G703)
- Total Retainage (Line 5a + 5b or Total in Column L of G703) \$360,264.14
6. TOTAL EARNED LESS RETAINAGE \$6,845,017.86
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$6,719,690.78
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$125,327.08
9. BALANCE TO FINISH, PLUS RETAINAGE \$370,264.14
(Line 3 less Line 6)

State of: IA
Subscribed and sworn to before me this 16th day of April 2020
Notary Public: [Signature]
My Commission Expires: 3-6-23



AMOUNT CERTIFIED \$ 125,327.08
One Hundred Twenty Five Thousand Three Hundred Twenty Seven Dollars and Eight Cents
ARCHITECT: [Signature] (Attach explanation if amount certified differs from the amount applied for.)
By: _____ Date: _____
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest doll:
 Use Column L on Contracts where variable retainage for fini

CONTRACT DATE: 1/31/2020
 FROM: 4/30/2020
 TO:

APPLICATION NO: 15
 INVOICE NO: 001185
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

PAGE 2 of 8

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH		TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	BALANCE
1	General Requirements											
2	General Conditions											
3	Bond	010009	32,875.00	100%	32,875.00	100%			32,875.00	100%		1,643.75
4	Permit	010001	31,000.00	100%	31,000.00	100%			31,000.00	100%		1,550.00
5	Temp Site clean up		12,500.00	100%	12,500.00	100%			12,500.00	100%		625.00
6	Temp heat/humidity control		85,000.00	100%	85,000.00	100%			85,000.00	100%		4,250.00
7	Dumpster and clean up		28,000.00	100%	28,000.00	100%			28,000.00	100%		1,400.00
8	Equipment Rental		36,000.00	100%	36,000.00	100%			36,000.00	100%		1,800.00
9	Mobilization		2,000.00	100%	2,000.00	100%			2,000.00	100%		100.00
10	Site sign		1,000.00	100%	1,000.00	100%			1,000.00	100%		50.00
11	Electronic Submittal		6,500.00	100%	6,500.00	100%			6,500.00	100%		325.00
12	Admin, Sup, PM	010050	200,699.00	100%	200,699.00	100%			200,699.00	100%		76.00
13	Site Work											
14	Layout and Staking	020050	19,250.00	100%	19,250.00	100%			19,250.00	100%		962.50
15	Site Fence/Concrete Washout		9,900.00	100%	9,900.00	100%			9,900.00	100%		495.00
16	Site Furnishings	020087	17,109.00	95%	16,253.55	95%	855.45		17,109.00	100%		855.45
17	Trash Enclosure/Fence	020074	51,635.00	90%	46,471.50	90%	5,163.50		51,635.00	100%		2,581.76
18	Earthwork Site Utilities	020052										
19	Grading Material		138,788.00	95%	131,848.60	95%	6,939.40		138,788.00	100%		6,939.41
20	Grading Labor		42,958.00	95%	40,810.10	95%	2,147.90		42,958.00	100%		2,147.91
21	Sanitary Equipment		68,500.00	95%	65,075.00	95%	3,425.00		68,500.00	100%		3,425.00
22	Sanitary Materials		14,036.00	100%	14,036.00	100%			14,036.00	100%		701.80
23	Sanitary Labor		11,350.00	100%	11,350.00	100%			11,350.00	100%		567.50
24	Water Material		8,463.00	100%	8,463.00	100%			8,463.00	100%		423.15
25	Water Labor		22,688.00	100%	22,688.00	100%			22,688.00	100%		1,134.40
26	Water Equipment		8,350.00	100%	8,350.00	100%			8,350.00	100%		417.50
27	Storm Materials		12,960.00	100%	12,960.00	100%			12,960.00	100%		648.00
28	Storm Labor		35,370.00	100%	35,370.00	100%			35,370.00	100%		1,768.51
29	Storm Equipment		11,509.00	100%	11,509.00	100%			11,509.00	100%		575.45
30	Footing Labor		14,605.00	100%	14,605.00	100%			14,605.00	100%		730.25
31	Footing Equipment		8,124.00	100%	8,124.00	100%			8,124.00	100%		406.20
32			9,423.00	100%	9,423.00	100%			9,423.00	100%		471.15
33			\$942,112.00	98%	\$923,580.75	98%	\$18,531.25		\$942,112.00	100%		\$47,105.67
34			\$7,059,000.00	98%	\$6,943,597.75	98%	\$105,402.25		\$7,059,000.00	100%		\$352,450.04
35			\$156,282.00	83%	\$129,761.00	83%	\$26,521.00		\$156,282.00	100%		\$7,814.10
REGULAR ITEM TOTALS												
CHANGE ORDERS												
GRAND TOTALS												
			\$7,215,282.00	98%	\$7,073,358.75	98%	\$131,923.25		\$7,205,282.00	100%		\$360,264.14

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest doll.
 Use Column L on Contracts where variable retainage for lin.
 CONTRACT DATE: 1/31/2020
 FROM: 4/30/2020
 TO: 4/30/2020
 ARCHITECT PROJECT NO: 54086

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH		TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	BALANCE
36	Concrete Pavers	020113	23,358.00	100%	23,358.00	100%	1,350.00		23,358.00	100%		1,167.91
37	Pavement markings	020090	2,700.00	50%	1,350.00	50%	63,464.00		2,700.00	100%	135.00	
38	Plantings	020063	63,464.00	100%	63,464.00	100%	22,057.00		63,464.00	100%	3,123.20	
39	Seeding		22,057.00	100%	22,057.00	100%			22,057.00	100%	1,102.85	
40	Concrete											
41	Cast In Place Concrete	030150	96,210.00	100%	96,210.00	100%			96,210.00	100%	4,810.50	
42	Material		140,000.00	100%	140,000.00	100%			140,000.00	100%	7,000.00	
43	Labor		18,000.00	100%	18,000.00	100%			18,000.00	100%	900.00	
44	Equipment											
45	Textured Concrete Coating											
46	Concrete Paving		67,000.00	100%	67,000.00	100%			67,000.00	100%	3,350.00	
47	Material		113,000.00	100%	113,000.00	100%			113,000.00	100%	5,650.00	
48	Labor		14,850.00	100%	14,850.00	100%			14,850.00	100%	742.50	
49	Equipment		12,850.00	100%	12,850.00	100%			12,850.00	100%	642.50	
50	Concrete Floor Finishes		319,150.00	100%	319,150.00	100%			319,150.00	100%	15,957.51	
51	Precast Concrete		171,850.00	100%	171,850.00	100%			171,850.00	100%	8,592.50	
52	Wall Panels											
53	Hollow Core Deck											
54	Masonry											
55	Material Block	040325	130,000.00	100%	130,000.00	100%			130,000.00	100%	6,500.00	
56	Material Brick		75,000.00	100%	75,000.00	100%			75,000.00	100%	3,750.00	
57	Labor		285,000.00	100%	285,000.00	100%			285,000.00	100%	14,250.00	
58	Equipment		36,839.00	100%	36,839.00	100%			36,839.00	100%	1,841.95	
59	Metals											
60	Structural Steel Materials	050353	448,274.00	100%	448,274.00	100%			448,274.00	100%	22,413.70	
61	Metal Hand Rails		87,000.00	100%	87,000.00	100%			87,000.00	100%	4,350.00	
62	Structural Steel and Precast Erect.	050350	287,854.00	100%	287,854.00	100%			287,854.00	100%	14,392.70	
63	Carpentry											
64	Rough Carpentry											
65	Material	060400	24,217.00	100%	24,217.00	100%			24,217.00	100%	1,210.85	
66	Labor		35,000.00	100%	35,000.00	100%			35,000.00	100%	1,750.00	
67	Equipment		3,500.00	100%	3,500.00	100%			3,500.00	100%	175.00	
68	Wood Casework											
69	Material	060408	32,350.00	100%	32,350.00	100%			32,350.00	100%	1,617.50	
70												
PAGE TOTALS			\$2,519,523.00	96%	\$2,422,652.00	96%	\$86,871.00		\$2,509,523.00	100%	\$10,000.00	\$125,476.17
REGULAR ITEM TOTALS			\$7,059,000.00	98%	\$6,943,597.75	98%	\$105,402.25		\$7,049,000.00	100%	\$10,000.00	\$352,450.04
CHANGE ORDERS			\$156,282.00	83%	\$129,761.00	83%	\$26,521.00		\$156,282.00	100%	\$10,000.00	\$7,824.10
GRAND TOTALS			\$7,215,282.00	98%	\$7,073,358.75	98%	\$131,923.25		\$7,205,282.00	100%	\$10,000.00	\$380,284.14

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest doll.
 Use Column L on Contracts where variable retainage for lin.

CONTRACT DATE: 1/31/2020
 FROM: 4/30/2020
 TO:

APPLICATION NO: 15
 INVOICE NO: 001185
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

PAGE 4 of 8

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH		TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	BALANCE
71	Labor		32,130.00	100%	32,130.00	100%			32,130.00	100%		1,606.50
72	Countertops		7,500.00	100%	7,500.00	100%			7,500.00	100%		375.00
73	Thermal Moisture & Protection											
74	Water Proofing	070476	40,000.00	100%	40,000.00	100%			40,000.00	100%		2,000.00
75	Thermal Insulation	070478	42,236.00	100%	42,236.00	100%			42,236.00	100%		2,111.80
76	Membrane Roofing											
77	Material	070480	206,864.00	100%	206,864.00	100%			206,864.00	100%		10,343.20
78	Labor		100,246.00	100%	100,246.00	100%			100,246.00	100%		5,012.31
79	Equipment		20,000.00	100%	20,000.00	100%			20,000.00	100%		1,000.00
80	Caulking & Firestopping	070477	37,250.00	100%	37,250.00	100%			37,250.00	100%		1,862.49
81	Doors & Windows											
82	Metal Frames & Wood Doors											
83	Hollow Metal Frames	080502	17,144.00	100%	17,144.00	100%			17,144.00	100%		857.20
84	Doors		20,000.00	100%	20,000.00	100%			20,000.00	100%		1,000.00
85	Hardware		37,800.00	100%	37,800.00	100%			37,800.00	100%		1,890.00
86	Labor		15,000.00	100%	15,000.00	100%			15,000.00	100%		750.00
87	Aluminum Glazing Panels											
88	Material	080500	215,000.00	100%	215,000.00	100%			215,000.00	100%		10,750.00
89	Labor		211,000.00	100%	211,000.00	100%			211,000.00	100%		10,550.00
90	Equipment		16,000.00	100%	16,000.00	100%			16,000.00	100%		800.00
91	Skylights	080506	96,870.00	100%	96,870.00	100%			96,870.00	100%		4,843.51
92	Colling Door		2,200.00	100%	2,200.00	100%			2,200.00	100%		110.00
93	Finishes											
94	Light Gage Steel Stud Framing	090552	48,975.00	100%	48,975.00	100%			48,975.00	100%		2,448.75
95	Gypsum Wallboard	090550	19,300.00	100%	19,300.00	100%			19,300.00	100%		965.00
96	Tiling											
97	Material	090575	18,000.00	100%	18,000.00	100%			18,000.00	100%		900.00
98	Labor		23,927.00	100%	23,927.00	100%			23,927.00	100%		1,196.35
99	ACT											
100	Material	090564	16,000.00	100%	16,000.00	100%			16,000.00	100%		800.00
101	Labor		45,065.00	100%	45,065.00	100%			45,065.00	100%		2,253.25
102	Sound Panels		19,000.00	100%	19,000.00	100%			19,000.00	100%		950.00
103	Studio Hardwood Floor	090560	12,240.00	100%	12,240.00	100%			12,240.00	100%		612.00
104	Wood Athletic Floor											
105	Material	090563	22,500.00	100%	22,500.00	100%			22,500.00	100%		1,125.00
PAGE TOTALS			\$1,342,247.00	100%	\$1,342,247.00	100%			\$1,342,247.00	100%		\$67,112.36
REGULAR ITEM TOTALS			\$7,059,000.00	98%	\$6,943,597.75	98%	\$105,402.25		\$7,049,000.00	100%		\$352,450.04
CHANGE ORDERS			\$156,282.00	83%	\$129,761.00	83%	\$26,521.00		\$156,282.00	100%		\$7,814.10
GRAND TOTALS			\$7,215,282.00	98%	\$7,073,358.75	98%	\$131,923.25		\$7,205,282.00	100%		\$380,264.14

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest doll:
 Use Column L on Contracts where variable retainage for IIn

CONTRACT DATE: 1/31/2020
 FROM: 4/30/2020
 TO:

APPLICATION NO: 15
 INVOICE NO: 001185
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH		TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	BALANCE
106	Labor		59,920.00	100%	59,920.00	100%			59,920.00	100%		2,996.00
107	Resilient Floor, Carpet, Turf	090561	25,654.00	100%	25,654.00	100%			25,654.00	100%		1,282.70
108	FRP	090567	524.00	100%	524.00	100%			524.00	100%		26.20
109	Painting											
110	Material	090566	28,000.00	100%	28,000.00	100%			28,000.00	100%		1,400.00
111	Labor		71,800.00	100%	71,800.00	100%			71,800.00	100%		3,590.00
112	Equipment		4,000.00	100%	4,000.00	100%			4,000.00	100%		200.00
113	Specialties											
114	Specialties Materials	100600	34,200.00	100%	34,200.00	100%			34,200.00	100%		1,710.00
115	Labor		9,797.00	100%	9,797.00	100%			9,797.00	100%		489.85
116	Equipment											
117	Gym Equipment Material	110640	45,000.00	100%	45,000.00	100%			45,000.00	100%		2,250.00
118	Gym Equipment Labor		47,700.00	100%	47,700.00	100%			47,700.00	100%		2,385.00
119	Finishes											
120	Blinds Material	120680	18,120.00	100%	18,120.00	100%			18,120.00	100%		906.00
121	Blinds Labor		20,000.00	100%	20,000.00	100%			20,000.00	100%		1,000.00
122	Special Construction											
123	Climbing Wall Material	130700	55,000.00	100%	55,000.00	100%			55,000.00	100%		2,750.00
124	Climbing Wall Labor		37,405.00	100%	37,405.00	100%			37,405.00	100%		1,870.24
125	Elevators											
126	Passenger Elevator Material	140755	38,000.00	100%	38,000.00	100%			38,000.00	100%		1,900.00
127	Passenger Elevator Labor		45,990.00	100%	45,990.00	100%			45,990.00	100%		2,299.51
128	Mechanical											
129	Plumbing and Piping	150760	53,988.00	100%	53,988.00	100%			53,988.00	100%		2,699.40
130	Labor		100,265.00	100%	100,265.00	100%			100,265.00	100%		5,013.25
131	Plumbing Fixtures		38,000.00	100%	38,000.00	100%			38,000.00	100%		1,900.00
132	Labor		29,650.00	100%	29,650.00	100%			29,650.00	100%		1,482.50
133	HVAC Piping		41,300.00	100%	41,300.00	100%			41,300.00	100%		2,065.00
134	HVAC Equipment		34,000.00	100%	34,000.00	100%			34,000.00	100%		1,700.00
135	Labor		37,500.00	100%	37,500.00	100%			37,500.00	100%		1,875.00
136	Geo Thermal Well Field		50,000.00	100%	50,000.00	100%			50,000.00	100%		2,500.00
137	Labor		37,000.00	100%	37,000.00	100%			37,000.00	100%		1,850.00
138	HVAC Sheetmetal		290,850.00	100%	290,850.00	100%			290,850.00	100%		14,542.49
139	Labor		184,000.00	100%	184,000.00	100%			184,000.00	100%		9,200.00
140	Insulation		45,600.00	100%	45,600.00	100%			45,600.00	100%		2,280.00
PAGE TOTALS			\$1,483,263.00	100%	\$1,483,263.00	100%			\$1,483,263.00	100%		\$74,163.14
REGULAR ITEM TOTALS			\$7,059,000.00	98%	\$6,943,597.75	98%			\$7,049,000.00	100%		\$352,450.04
CHANGE ORDERS			\$156,282.00	83%	\$129,761.00	83%			\$156,282.00	100%		\$7,814.10
GRAND TOTALS			\$7,215,282.00	98%	\$7,073,358.75	98%			\$7,205,282.00	100%		\$360,264.14

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest doll:
 Use Column L on Contracts where variable retainage for lin

CONTRACT DATE: 1/31/2020
 FROM: 4/30/2020
 TO:

APPLICATION NO: 15
 INVOICE NO: 001185
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH	TOTAL COMPLETE AND STORED TO DATE	BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE			BALANCE	RETAINAGE
141	Controls		45,800.00	100%	45,800.00	100%	45,800.00	100%		2,290.00
142	Test and Balance		7,715.00	100%	7,715.00	100%	7,715.00	100%		385.75
143	Motilization/ Permits		24,385.00	100%	24,385.00	100%	24,385.00	100%		1,219.24
144	Sprinkler	150766	59,305.00	100%	59,305.00	100%	59,305.00	100%		2,965.26
145	Electrical									
146	Motilization	160800	3,000.00	100%	3,000.00	100%	3,000.00	100%		150.00
147	Temporary Power		7,000.00	100%	7,000.00	100%	7,000.00	100%		350.00
148	Trenching Boring & Pole Bases		35,750.00	100%	35,750.00	100%	35,750.00	100%		1,787.50
149	Power Distribution Materials		43,650.00	100%	43,650.00	100%	43,650.00	100%		2,182.50
150	Labor		41,000.00	100%	41,000.00	100%	41,000.00	100%		2,050.00
151	VFD Materials		4,700.00	100%	4,700.00	100%	4,700.00	100%		235.00
152	Branch Circuits Material		38,000.00	100%	38,000.00	100%	38,000.00	100%		1,900.00
153	Labor		54,000.00	100%	54,000.00	100%	54,000.00	100%		2,700.00
154	Lighting Material		100,200.00	100%	100,200.00	100%	100,200.00	100%		5,010.00
155	Labor		85,000.00	100%	85,000.00	100%	85,000.00	100%		4,250.00
156	Telecom Material		20,750.00	100%	20,750.00	100%	20,750.00	100%		1,037.45
157	Labor		35,000.00	100%	35,000.00	100%	35,000.00	100%		1,750.00
158	AV Material/Labor		117,500.00	100%	117,500.00	100%	117,500.00	100%		5,875.00
159	Fire Alarm Material		21,500.00	100%	21,500.00	100%	21,500.00	100%		1,075.00
160	Labor		19,000.00	100%	19,000.00	100%	19,000.00	100%		950.00
161	Equipment		8,600.00	100%	8,600.00	100%	8,600.00	100%		430.00
162										
163										
164										
165										
166										
167										
168										
169										
170										
171										
172										
173										
174										
175										
PAGE TOTALS			\$771,855.00	100%	\$771,855.00	100%	\$771,855.00	100%		\$38,592.70
REGULAR ITEM TOTALS			\$7,059,000.00	98%	\$6,943,597.75	98%	\$7,049,000.00	100%		\$10,000.00
CHANGE ORDERS			\$156,282.00	83%	\$129,761.00	83%	\$26,521.00	17%		\$352,450.04
GRAND TOTALS			\$7,215,282.00	98%	\$7,073,358.75	98%	\$7,205,282.00	100%		\$10,000.00
										\$360,264.14

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column L on Contracts where variable retainage for line items may apply

CONTRACT DATE: 1/31/2020
 FROM: 4/30/2020
 TO:

APPLICATION NO:
 INVOICE NO:
 PROJECT NO:
 ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH		TOTAL COMPLETE AND TO DATE		BALANCE TO FINISH	
				AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE
1	CO#01	0001		37,932.00	100%	37,932.00	100%			37,932.00	100%		1,895.60
2	CO#02	02		7,659.00	100%	7,659.00	100%			7,659.00	100%		382.95
3	CO#03	Change Order 03		18,205.00	100%	18,205.00	100%			18,205.00	100%		910.25
4	CO#04	04		20,167.00	100%	20,167.00	100%			20,167.00	100%		1,008.35
5	CO#05	05		39,191.00	100%	39,191.00	100%			39,191.00	100%		1,959.55
6	CO#06	06		16,492.00	100%	16,492.00	100%			16,492.00	100%		824.60
7	CO#07	07		19,885.00	100%	19,885.00	100%			19,885.00	100%		494.25
8	CO#08	Change Order 08		26,521.00	100%			26,521.00		26,521.00	100%		1,326.05
9													
10													
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PAGE TOTALS													
CHANGE ORDER TOTAL				\$156,282.00	83%	\$129,761.00	83%	\$26,521.00		\$156,282.00	100%		\$7,814.10
REGULAR ITEMS TOTAL				\$7,059,000.00	98%	\$6,943,597.75	98%	\$105,402.25		\$7,049,000.00	100%		\$7,814.10
GRAND TOTALS				\$7,215,282.00	98%	\$7,073,358.75	98%	\$131,923.25		\$7,205,282.00	100%		\$360,264.14

MODIFIED AIA G702 - CONTINUATION SHEET FOR G702

PARTIAL WAIVER AND RELEASE OF LIENS AND CLAIMS

In consideration of the payment by CITY OF MT VERNON (the Owner) of \$125,327.08 dollars, the Undersigned waives and releases, in accordance with and subject to the terms of this Partial Waiver and Release of Liens and Claims, "any and all lien rights which it may now have or may subsequently acquire under the laws of the State of or any other state or local government. This waiver and release relates to the Undersigned's work "under its Subcontract or Purchase Order with the Owner on the Project known as Lester Burch Family Community Wellness Center located in Mount Vernon, IA. This waiver and release extends to any and all rights to claims, including bond claims against the Owners' surety, if any, or to claim a lien on the property and/or contract funds or against the Company, or the General Contractor, for any materials furnished or labor performed by us on the Property pursuant to the above-referenced Subcontract with the Owner on or before April 30, 2020, provided that payment for such materials furnished or labor performed has been made to the Undersigned by the Owner in accordance with our Applications for Payment # 1 - M45, previously submitted to the Owner. In addition, for and in consideration of the amount and sums received, the Undersigned hereby waives, releases and relinquishes any and all claims, rights of causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned Project, Contract or event transpiring prior to the date hereof, excepting the right to receive payment for retainage. This Partial Waiver and Release of Liens and Claims does not waive or release any lien rights or rights to file a claim for any work performed or materials furnished to the Project by us after the date noted above.

Subcontractor(typed)		Garling Constn, Inc.
Name(typed)		Troy Pins
Title(typed)		President
Date(mo,day,yr)		4/29/2020
Signature		

STATE OF IOWA

COUNTY OF BENTON

On this 29 day of April, 2020, before me personally appeared Troy Pins who being by me duly sworn, did depose and say that he is the President and is authorized to execute the above instrument.

(Seal)



Notary Public



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: Garling Construction, Inc.

in the sum of: \$10,785.00

payable to: Vision Concrete LLC

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: March 22, 2020

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 4/22/2020
Company: Vision Concrete LLC
Signature: *Daniel Meier*
By (Name): Daniel Meier
Title: Member

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: Garling Construction, Inc.

in the sum of: \$22,511.43

payable to: Cable Glass LLC

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: February 19, 2020

only and does not cover any retention retained before or after the release date; extras furnished after the release date; Rights based upon date for which payment has not been received; extras or items furnished under written change order which has been fully executed by the parties prior to work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a resession, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated:

4/17/20

Company:

Cable Glass LLC dba FormanFord

Signature:



By (Name):

Kirk Rogers

Title:

Vice President

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: Garling Construction, Inc.

in the sum of: \$76,590.59

payable to: SCHRADER EXCAVATING

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent.

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: February 21, 2020

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated:

Company:

Signature:

By (Name):

Title:

4-16-20
SCHRADER EXCAVATING & GRADING CO.
by David R. Stuer CFO

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from: Garling Construction, Inc. in the sum of: \$14,735.54 payable to: SCHRADER EXCAVATING and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: February 21, 2020

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 4-16-20
Company: SCHRADER EXCAVATING & GRADING CO.
Signature: David R. Stuer
By (Name): David R. Stuer
Title: CFO

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from: Garling Construction, Inc. in the sum of: \$14,440.00 payable to: Iowa Direct Equipment and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material furnished to: Garling Construction, Inc.

through: April 30, 2020

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 4/16/20
 Company: Iowa Direct Equipment
 Signature: *Allison Bengtson*
 By (Name): Allison Bengtson
 Title: Credit Manager

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: Garling Construction, Inc.

in the sum of: \$58,037.40

payable to: Acoustics by Washburn

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Pahsades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: January 8, 2020

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 1/31/2020
Company: Acoustics by Washburn
Signature: *[Handwritten Signature]*
By (Name): John Washburn
Title: Manager

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: Garling Construction, Inc.

in the sum of: \$15,355.50

FIFTEEN THOUSAND THREE HUNDRED FIFTY FIVE DOLLARS AND 50/100 DOLLARS

payable to: Geisler Brothers Co

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Lester Burash Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: 02-28-2020

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 8-17-2020
 Company: Geisler Brothers Co.
 Signature: *[Signature]*
 By (Name): Carl Heidesch
 Title: Controller

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a

check from: Garling Construction, Inc.

in the sum of: \$ 36,793.50

payable to: Geisler Brothers Co

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Lester Buresh Family Community Wellness Center

Project ID #: 54086

located at:

855 Palisades Dr. SW

Mount Vernon, IA 52314

to the following extent:

This release covers a progress payment for labor, services, equipment or material

furnished to: Garling Construction, Inc.

through: 9-30-2019

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated:

9-30-2019

Company:

Geisler Brothers Co.

Signature:

[Handwritten Signature]

By (Name):

Carl Heidesch

Title:

Controller

AGENDA ITEM # J - 6

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

DATE:	May 4, 2020
AGENDA ITEM:	Pay Application #5 – Wastewater Treatment
ACTION:	Motion

SYNOPSIS: Pay application #5 is in the amount of \$107,784.61. Progress has been steady on the project and the Engineers are recommending approval.

BUDGET ITEM: Sewer

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20



VEENSTRA & KIMM, INC.

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

October 29, 2019

PAY ESTIMATE NO. 5
WASTEWATER TREATMENT PLANT IMPROVEMENTS 2019
MOUNT VERNON, IOWA

WRH, Inc.
P.O. Box 256
Amana, IA 52203

Contract Amount \$1,390,000.00
Contract Date April 1, 2019
Pay Period Sept. 28, 2019 - Oct. 28, 2019

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 27,000.00	100%	\$ 27,000.00
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 139,000.00	43%	\$ 60,000.00
1.3	General Requirements	LS	xxxxx	xxxxx	\$ 152,000.00	51%	\$ 78,000.00
2.1	Demolition	LS	xxxxx	xxxxx	\$ 14,000.00	100%	\$ 14,000.00
2.2	Excavation & Backfill Clarifier	LS	xxxxx	xxxxx	\$ 78,000.00	58%	\$ 45,000.00
2.3	Excavation & Backfill UV	LS	xxxxx	xxxxx	\$ 53,000.00	58%	\$ 31,000.00
2.4	Sidewalks	LS	xxxxx	xxxxx	\$ 7,000.00	71%	\$ 5,000.00
2.5	Underground Pipe	LS	xxxxx	xxxxx	\$ 110,000.00	82%	\$ 90,000.00
2.6	Seeding & Landscaping	LS	xxxxx	xxxxx	\$ 2,000.00		\$ -
3.1	Reinforcing Steel Structures & Slab	LS	xxxxx	xxxxx	\$ 62,000.00	69%	\$ 43,000.00
3.2	#25 Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 66,000.00	11%	\$ 7,487.66
3.3	#40 UV Disinfection Structure	LS	xxxxx	xxxxx	\$ 41,000.00	46%	\$ 19,000.00
3.4	#40 UV Diversion Structure	LS	xxxxx	xxxxx	\$ 19,000.00	95%	\$ 18,000.00
5.1	Misc. Metals, Handrail & Grating	LS	xxxxx	xxxxx	\$ 36,000.00	6%	\$ 2,000.00
8.1	Doors & Hardware	LS	xxxxx	xxxxx	\$ 4,000.00	88%	\$ 3,500.00
9.1	Painting	LS	xxxxx	xxxxx	\$ 107,000.00		\$ -
11.1	Slide & Sluice Gates	LS	xxxxx	xxxxx	\$ 32,000.00		\$ -
11.2	Screw Pump Rehabilitation	LS	xxxxx	xxxxx	\$ 119,000.00	3%	\$ 4,000.00
11.3	UV Disinfection Equipment	LS	xxxxx	xxxxx	\$ 229,000.00		\$ -
13.1	Prefab Aluminum Shelter	LS	xxxxx	xxxxx	\$ 29,000.00	43%	\$ 12,425.00
16.1	Electrical	LS	xxxxx	xxxxx	\$ 48,000.00	53%	\$ 25,500.00
16.2	Controls & Instrumentation	LS	xxxxx	xxxxx	\$ 16,000.00	75%	\$ 12,000.00
Contract Price:					\$1,390,000.00		\$ 496,912.66

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
	Electrical	LS	\$ 4,666.05	\$ 4,666.05
	Slide and Sluice Gate	LS	\$ 27,227.00	\$ 27,227.00
	UV Disinfection Equipment	LS	\$ 222,900.00	\$ 222,900.00
Total				\$ 254,793.05

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 1,390,000.00	\$ 496,912.66
Approved Change Order (list each)	Change Order No. 1	\$ 3,732.43	\$ 1,854.76
	Change Order No. 2	\$ 87,946.89	\$ 13,000.00
	Change Order No. 3	\$ 2,137.16	\$ 2,137.16
	Change Order No. 4	\$ 63,735.59	\$ 5,820.33
Revised Contract Price		\$ 1,547,552.07	\$ 519,724.91

Stored \$ 254,793.05
 Total Earned \$ 774,517.96
 Retainage (5%) \$ 38,725.90
 Total Earned Less Retainage \$ 735,792.06

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 45,053.75	
	Pay Estimate No. 2	\$ 38,632.75	
	Pay Estimate No. 3	\$ 126,454.54	
	Pay Estimate No. 4	\$ 417,866.41	

Total Previously Approved \$ 628,007.45
Amount Due This Request \$ 107,784.61

Percent Complete 34%

The amount \$107,784.61 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
WRH, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Signature: Emily Linebaugh
 Name: Emily Linebaugh
 Title: Engineer
 Date: October 29, 2019

Signature: _____
 Name: _____
 Title: _____
 Date: _____

AGENDA ITEM # J - 7

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

DATE: May 4, 2020

AGENDA ITEM: Insurance

ACTION: Motion

SYNOPSIS: Staff was informed this week that we had crossed the 50 employee threshold and entered the large group market for insurance carrier purposes (this is based upon a formula that incorporates part time employees). This change in designation will allow the City to make a mid-year change to insurance policies, should the Council choose to move forward. The City was able to see a \$70,000 swing in premiums last year by changing carriers to United Health. In moving to the large group market, we could see another \$34,063 (9.77%) decrease by switching back to Blue Cross Blue Shield. I have discussed the move with my staff and they concur that switching mid-year would be in the best interests of our community.

BUDGET ITEM: All Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20

AGENDA ITEM # J - 8

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

DATE:	May 4, 2020
AGENDA ITEM:	Spring Sealcoat
ACTION:	Motion

SYNOPSIS: Staff is looking to continue the spring sealcoat program as we look to elongate the life of our infrastructure. See the memo from Public Works Director Nissen regarding the specifics of the program.

BUDGET ITEM: RUT

RESPONSIBLE DEPARTMENT: Public Works

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Memo and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20

Memo

To: Mayor and Council

From: Nick Nissen

Date: 5/4/2020

Re: Sealcoat Program 2020

The city will be doing roughly \$44,797.65 dollars in seal coat this season. The sealcoating program allows us to extend the life of some of our streets by providing a better riding surface along with also keeping water from getting beneath the street surface. This is done in attempt to extend the road at a reasonable cost. Two years ago, we switch products to a slag chip that looks more like an asphalt overlay when the sealcoat is completed. This slag chip also creates less dust then the normal chip that we previously used. The chips are used where speeds exceed 35 mph due to the slag being more prone to breaking windshields should it get kicked up by a car. This price could go up quite a bit more depending on what we decide to do with Palisades Road. If an overlay for Palisades road is not feasible this year, we will need to seal coat that street to help extend its life. The estimate for Palisades road from 10th Avenue to 15th Avenue or the entrance to Stonebrook was \$23,750.00 dollars. We would need to extend that to Business 30 so the \$23,750 number will most likely double. We get these numbers early in the season and some of our streets look better in late winter before the frost goes out. The west half of Palisades looked better in March then it currently does. If you have questions, I will be at the council meeting. The council packet should include estimates for the projects we would like to complete this season.

PROPOSAL

City of Mount Vernon
Nick Nissen
213 First St 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: 2020 Sealcoat Work - Scoby Road (Slag)

Description of Work:

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" SLAG.

NOTES:

1. Billing on final units completed.

2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized
Signature

Darrin Tippie

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 St NW
 Mount Vernon, IA. 52314

Phone: 319-480-2663



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	
Scoby Road NW	Spingville Road NW	Lincoln Hwy NW	1665	22	A	-	\$ -
					B	4,070	\$ 10,378.50
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost		Total
Type B Work	Square Yd	4,070	\$ 2.55	\$	10,378.50
Cold Mix Patching	per ton	30.00	\$ 225.00	\$	6,750.00
					\$ 17,128.50

NOTES: Billing on final units completed.

Date: 3/6/2020

Authorized Signature

Darvin Tippie

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 St 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: 2020 Sealcoat Work - Ink Road (Chips)

Description of Work:

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. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized
Signature

Darrin Tippie

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.

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Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"

PROPOSAL

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

Phone: 319-480-2663



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	
Ink Road	1st Ave N	City Limits	2085	24	A	-	\$ -
					B	5,560	\$ 12,510.00
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	5,560	\$ 2.25	\$ 12,510.00
Cold Mix Patching	per ton	20.00	\$ 225.00	\$ 4,500.00
NOTES: Billing on final units completed.				\$ 17,010.00

Date: 3/6/2020

Authorized Signature

Darrin Tippie

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PROPOSAL

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



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

Page 1

RE: 2020 Sealcoat Work - 4th Ave SW (Slag)

Description of Work:

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" SLAG.

NOTES:

- Billing on final units completed.
- Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized
Signature

Darwin Tippie

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

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"Committed to Excellence since 1948"

PROPOSAL

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

Phone: 319-480-2663



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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 (\$Y)		Total
					Type A	Type B	
Scoby Road NW	Springville Road NW 4 th Street SW	3rd St SW	300	24	A	-	\$ -
					B	800	\$ 2,040.00
	3rd St SW	2nd St SW	330	20	A	-	\$ -
					B	733	\$ 1,869.15
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -
					A	-	\$ -
					B	-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	1,533	\$ 2.55	\$ 3,909.15
Cold Mix Patching	per ton	30.00	\$ 225.00	\$ 6,750.00
				\$ 10,659.15

NOTES: Billing on final units completed.

Date: 3/6/2020

Authorized Signature Darwin Tippie

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

Page 1

RE: 2020 Sealcoat Work - Palisades Road (Slag)

Description of Work:

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" SLAG.

NOTES:

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes ___ No ___. If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized
Signature

Darrin Tippie

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PROPOSAL

City of Mount Vernon
 Nick Nissen
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 Mount Vernon, IA. 52314

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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	
Palisades Road	#1804	#1702	425	23	-	-	\$ -
					-	1,086	\$ 2,769.30
	#1702	LBC Entrance	1808	24	-	-	\$ -
					-	4,821	\$ 12,293.55
	LBC Entrance	10th Ave	285	24	-	-	\$ -
					-	760	\$ 1,938.00
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -
					-	-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	6,667	\$ 2.55	\$ 17,000.85
Cold Mix Patching	per ton	30.00	\$ 225.00	\$ 6,750.00
				<u>\$ 23,750.85</u>

NOTES: Billing on final units completed.

Date: 3/6/2020

Authorized Signature

Darrin Tippie

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

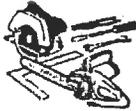
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Signature _____ Date _____

Signature _____ Date _____

"Committed to Excellence since 1948"



STEINBRONN CONSTRUCTION

212 4TH STREET SE
MOUNT VERNON, IOWA 52314
(319) 895-8946

PROPOSAL SUBMITTED TO <i>City of Mt Vernon Ia</i>		PHONE	DATE <i>4-7-20</i>
STREET <i>Elliot Park</i>		JOB NAME <i>Roof</i>	
CITY, STATE AND ZIP CODE <i>Mt Vernon Ia</i>		JOB LOCATION <i>Same</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Roof ELLiot Parks

*Haul Away Old Materials + Land All Charges * 250.00*
*Materials 40 year Land Mark Shingles Tax * 3,630.62*
Labor Tear off + Put Down
33 Sq @ 125.00 per Sq \$ 4,125.00
Total \$ 8,005.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ *8,005.00*)

Payment to be made as follows:

Payment due upon Completion of the Job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Robert Steinbronn*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Estimate / Invoice

Date	Estimate #
4/8/20	541

Name MT. Vernon Concession Co

Address Park near Athletic complex



Phone _____

Email _____

Project	Terms
Concession	Due on Completion

Roofing Description	Total
<input checked="" type="checkbox"/> Tear off & replace <input type="checkbox"/> Lay over <input type="checkbox"/> New construction <input type="checkbox"/> Repair	
Building permit (if required):	
Remove existing shingles: <u>1</u> # of Layers	
Any unforeseen rot or damage is extra unless specified (\$50 per sheet replaced)	
30 lbs felt paper & ice guard barrier ran on all eaves and up valleys per code	
New roofs boots, roof vents, ridge vent	
Disposal	
Roofing description: <u>*Quote Includes Install of Owens</u> <u>Corning Duration Shingle</u> <u>*Quote includes Disposal</u>	9,603.28
Color:	
Clean up of old roofing material and nails, magnets & tarps used to clean up	
Special Instructions / Additional Items:	
*Customer is responsible for moving all breakable items around the exterior of house. Quote is good for 30 days. *Signatures below make this a valid contract for labor and materials as described. The signed customer agrees to pay upon completions of project.	Total <u>\$ 9,603.28</u>

Customer Signature _____

Noble Walsh
 Authorized Signature

Memo

To: Mayor and Council

From: Nick Nissen

Date: 5/4/2020

Re: Elliott Concession Stand Roof

The city reached out to a couple local contractors to install a new roof at Elliott Park on the main concession stand. I have enclosed two bids we received. The bids are for a like roof asphalt shingles. We didn't choose to go with steel roofing. If council would prefer steel roofing, we can ask for additional bids to change to steel. If you need further information, I will be at the council meeting to discuss if necessary.

AGENDA ITEM # J - 9

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

DATE:	May 4, 2020
AGENDA ITEM:	Concession Stand Roof Repairs – Elliot Park
ACTION:	Motion

SYNOPSIS: The roof has needed repairs for some time and we would like to complete them this summer if possible (extremely limited use). We will likely hold on this project until staff nears the end of the fiscal year to ensure we can fit it into this year's budget. If we are able to move forward, staff would recommend Steinbronn Construction at \$8,005.00.

BUDGET ITEM: Parks

RESPONSIBLE DEPARTMENT: Public Works

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/1/20

Memo

To: Mayor and Council

From: Nick Nissen

Date: 5/4/2020

Re: Elliott Concession Stand Roof

The city reached out to a couple local contractors to install a new roof at Elliott Park on the main concession stand. I have enclosed two bids we received. The bids are for a like roof asphalt shingles. We didn't choose to go with steel roofing. If council would prefer steel roofing, we can ask for additional bids to change to steel. If you need further information, I will be at the council meeting to discuss if necessary.



STEINBRONN CONSTRUCTION

212 4TH STREET SE
MOUNT VERNON, IOWA 52314
(319) 895-8946

PROPOSAL SUBMITTED TO <i>City of MT Vernon Ia</i>		PHONE	DATE <i>4-7-20</i>
STREET <i>Elliot Park</i>		JOB NAME <i>Roof</i>	
CITY, STATE AND ZIP CODE <i>MT Vernon Ia</i>		JOB LOCATION <i>Same</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Roof ELLiot Parks

<i>Haul Away Old Materials + Land All Charges</i>	<i>* 250.00</i>
<i>Materials 40 year Land Mark Shingles Tax</i>	<i>* 3,630.62</i>
<i>Labor Tear off + Put Down</i>	
<i>33 Sq @ 125.00 per Sq</i>	<i>\$ 4,125.00</i>
Total	\$ 8,005.00

We **Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ *8,005.00*)

Payment to be made as follows:

Payment due upon Completion of the Job

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Authorized Signature *Robert Steinbronn*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

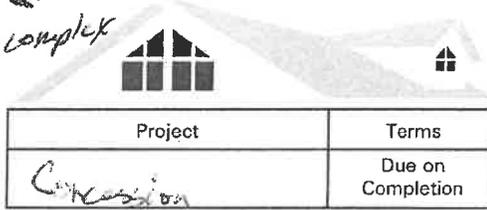
Signature _____

Estimate / Invoice

Date	Estimate #
4/8/20	

Name MT. Vernon Concession at

Address Park near Athletic complex



Phone _____

Email _____

Project	Terms
Concession	Due on Completion

Roofing Description	Total
<input checked="" type="checkbox"/> Tear off & replace <input type="checkbox"/> Lay over <input type="checkbox"/> New construction <input type="checkbox"/> Repair	
Building permit (if required):	
Remove existing shingles: <u>1</u> # of Layers	
Any unforeseen rot or damage is extra unless specified (\$50 per sheet replaced)	
30 lbs felt paper & ice guard barrier ran on all eaves and up valleys per code	
New roofs boots, roof vents, ridge vent	
Disposal	
Roofing description: <u>* Quote includes Install of Owens</u> <u>Corning Duration Shingle</u> <u>* Quote includes Disposal</u>	9,603.28
Color:	
Clean up of old roofing material and nails, magnets & tarps used to clean up	
Special Instructions / Additional Items:	
*Customer is responsible for moving all breakable items around the exterior of house. Quote is good for 30 days. *Signatures below make this a valid contract for labor and materials as described. The signed customer agrees to pay upon completions of project.	Total \$ 9,603.28

Customer Signature _____

Nick Walt
 Authorized Signature

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
May 4, 2020**

- I will be able to attend the National Planning Conference online this year allowing me to secure additional CEU's without travel expenses. The ICMA conference is still scheduled for September/October, however, they are looking at virtual options as well.
- Staff continues to virtually attend EMA briefings with Linn County on Monday, Wednesday, and Friday.
- Just a reminder to our residents that a number of infrastructure projects will begin in the next two months. The first of those will be the Quiet Zone project, followed by trails and 1st Street. The downtown alley project is set to be bid next month as well.