

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 6, 2019 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	May 3, 2019

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		

- 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 15, 2019 Regular Council Meeting
- 2. Approval of Cigarette Permits – Yock's Landing, P&P, Gary's Foods
- 3. Approval of Liquor License – Si Senior

E. Public Hearing

- 1. Public Hearing on a Proposed Ordinance Adopting Chapter 153 Demolition Regulations of the Mt. Vernon Municipal Code
 - i. Close public hearing – proceed to F-4

F. Ordinance Approval/Amendment

- 1. Ordinance #4-1-2019A: Amending Chapter 92 Water Rates of the Municipal Code of Mt. Vernon, Iowa
 - i. Motion to approve the third and final reading
- 2. Ordinance #4-1-2019B: Amending Chapter 99 Sewer Service Charges of the Municipal Code of Mt. Vernon, Iowa
 - i. Motion to approve the third and final reading
- 3. Ordinance #4-15-2019A: Repealing and Replacing Chapter 166 Subdivision Regulations of the Municipal Code of Mt. Vernon, Iowa
 - i. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)

4. Ordinance #5-6-2019A: Adopting Chapter 153 Demolition Regulations of the Municipal Code of Mt. Vernon, Iowa
 - i. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the third and final reading after a vote of the first reading)

G. Resolutions for Approval

1. Resolution #5-6-2019A: Resolution Fixing a Date for a Meeting on the Proposition to Authorize a Loan and Disbursement Agreement and the Issuance of Notes to Evidence the Obligations of the City Thereunder
2. Resolution #5-6-2019B: Approving the 28E Agreement for Police Services with the City of Lisbon
3. Resolution #5-6-2019C: Approving FY 18-19 Transfers
4. Resolution #5-6-2019D: Approving Contract and Bond for Mobilization and Construction of the Wastewater Treatment Plant Improvements 2019

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 Engagement Agreement with Ahlers and Cooney, P.C. (Bond Council) - \$1.8 Million Sewer Revenue Capital Note – Council Action as Needed
3. Discussion and Consideration of Pay Application #2 – 5th Ave NW and 1st St W Traffic Signal Installation Project – Council Action as Needed
4. Discussion and Consideration of Pay Application #5 – Lester Buresh Family Community Wellness Center – Council Action as Needed
5. Discussion and Consideration of Change Order #10 – Lester Buresh Family Community Wellness Center – Council Action as Needed
6. Discussion and Consideration of Change Order #11 – Lester Buresh Family Community Wellness Center – Council Action as Needed
7. Discussion and Consideration of Change Order #13 – Lester Buresh Family Community Wellness Center – Council Action as Needed
8. Discussion and Consideration of Change Order #5 - Lester Buresh Family Community Wellness Center – Council Action as Needed
9. Discussion and Consideration of Possible Change Order – Climbing Wall - Lester Buresh Family Community Wellness Center – Council Action as Needed
10. Discussion and Consideration of Setting a Public Hearing Date for Budget Amendment #1 for Fiscal Year 2018-2019 – Council Action as Needed
11. Discussion and Consideration of Amendment #3 to the Professional Services Agreement - OPN – Council Action as Needed
12. Discussion and Consideration of Loader Lease/Purchase - – Council Action as Needed
13. Discussion and Consideration of Engagement Agreement with Clifton Larson Allen and Bradley Hauge for Auditing and Accounting Services – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. City Council Goal – Old Fire Station

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

The Mount Vernon City Council met April 15, 2019 at the Mount Vernon City Council Chambers with the following members present: Roudabush, West, Wieseler, Herrmann and Rose.

Call to Order. At 6:32 p.m. Mayor Jamie Hampton call the meeting to order.

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

Consent Agenda. City Council Minutes of April 1, 2019 correction: Change Order #1 – 1st Street Lighting Project. West pointed out that the motion to approve was incomplete and made the motion to approve. Motion to approve the Amended Consent Agenda made by West, seconded by Wieseler. Motion carries.
Approval of City Council Minutes – April 1, 2019 Regular Council Meeting
Approval of Liquor License – Casey's General Store #1599

Public Hearing

Public Hearing on a Proposed Ordinance Repealing and Replacing Chapter 166 Subdivision Regulations of the Mt. Vernon Municipal Code. Mayor Hampton declared the Public Hearing open. The Planning & Zoning Commission has spent over six months reviewing and is recommending Council approve. Close public hearing – proceed to F-3. Hearing no comments from the public Mayor Hampton closed the Public Hearing.

Ordinance Approval/Amendment

Ordinance #4-1-2019A: Amending Chapter 92 Water Rates of the Municipal Code of Mt. Vernon, Iowa. Staff has not received any communication from the public regarding this ordinance since the first reading. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading). Motion to approve the second reading of Ordinance #4-1-2019A made by Wieseler, seconded by Rose. Roll call vote. Motion carries.

Ordinance #4-1-2019B: Amending Chapter 99 Sewer Service Charges of the Municipal Code of Mt. Vernon, Iowa. Staff has not received any communication from the public regarding this ordinance since the first reading. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading). Motion to approve the second reading of Ordinance #4-1-2019B made by Herrmann, seconded by West. Roll call vote. Motion carries.

Ordinance #4-15-2019A: Repealing and Replacing Chapter 166 Subdivision Regulations of the Municipal Code of Mt. Vernon, Iowa. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the third and final reading after a vote of the first reading). Dave Schechinger, Veenstra & Kimm, Inc was present and explained the changes. Some of the main item changes were that this adopts SUDAS as the design standards, cleaned up some definitions, clarified language and requirements that say that the majority of improvements have to be in place. Motion to approve the first reading of Ordinance #4-15-2019A made by Rose, seconded by Wieseler. Roll call vote. Motion carries.

Resolutions for Approval

Resolution #4-15-2019A: Reserving the Right to Authorize the Use of Rights of Way by Wireless and Wireline Communications Providers by Establishing Design Guidelines and Rates. The City must adopt guidelines regulating the location, size, and design of wireless communications located in the City's ROW by May 15. If not approved the City may lose control of this infrastructure if guidelines. Although this is presented short notice it can be amended in the future. Motion to approve Resolution #4-15-2019A made by Rose, seconded by Wieseler. Roll call vote. Motion carries. West asked that it be put on a future agenda for discussion.

Resolution #4-15-2019B: Opposing the Proposed Legislative Changes in City Finance. This resolution is non-binding and states that the City of Mount Vernon is not in favor of the proposed changes to the property tax laws. Motion to approve Resolution #4-15-2019B made by Wieseler, seconded by West. Roll call vote; Ayes; West, Wieseler, Herrmann and Rose. Naves; Roudabush. 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.

AIRGAS INC	CYLINDER RENTAL FEE-PW	64.93
ALEX VOLKOV	UNIFORMS-WAT,SEW	210.00
ALEX VOLKOV	UNIFORMS-WAT,SEW	159.96
ALLIANT IES UTILITIES	ENERGY USAGE-FD	393.78
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	86.26
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	49.57
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	29.20
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	4,098.86
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,205.82
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,032.08
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	713.46
ALLIANT IES UTILITIES	ENERGY USAGE-FD	581.48
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	489.26
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	392.77
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	67.06
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	64.41
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	51.92
ALLIANT IES UTILITIES	ENERGY USAGE-ALL DEPTS	43.70
ALLIANT IES UTILITIES	ENERGY USAGE-ALL DEPTS	42.97
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	28.06
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	23.04
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	18.71
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	12.02
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	1,369.00
BRAUN INTERTEC CORP	CONSTRUCTION & MATERIAL TESTING	3,282.75
BROOKE'S EMBROIDERY	UNIFORMS-FD	360.00
BROWN SUPPLY COMPANY	LIFT STATION REPAIR-SEW	159.00
CAMPBELL SUPPLY CEDAR RAPIDS	CUTTING WHEELS,NAIIS-RUT	267.62
CARQUEST OF LISBON	VEHICLE MAINT-PW	172.53
CENTURY LINK	PHONE CHGS-PD	52.95
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	116.00
CR LC SOLID WASTE AGENCY	GLASS-S/W	39.60
EVOQUE WATER TECHNOLOGIES LLC	PLANT COMMUNICATION-WAT	552.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00

FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRONTLINE WARNING SYSTEMS	SOLAR CONVERSION-EMA	4,500.00
GARLING CONSTRUCTION INC	WELLNESS CENTER-LOST III	223,498.36
GARY'S FOODS	SUPPLIES-P&REC,WAT	21.35
GROUP SERVICES INC	INSURANCE-ALL DEPTS	29,403.30
HAWKINS INC	CHEMICALS-WAT	2,032.50
IOWA COUNTY ATTORNEYS ASSOC	TRAINING-PD	70.00
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
IOWA INTERACTIVE	SERVICE FEES-WAT	11.67
IOWA POLICE CHIEFS ASSOCIATION	TRAINING-PD	135.00
IOWA SOLUTIONS INC	SONIC WALL COMP GATEWAY SECURITY	652.40
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-ALL DEPTS	595.00
IOWA SOLUTIONS INC	COMP,MAINT-PD	123.10
JENNIFER PRICE	RESEARCH-MVHPC	8,143.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
KESSLER POLICE SUPPLY	TRAINING-PD	1,039.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	245.40
KOSS INTERNATIONAL CORP	CTW CHALK-P&REC	4,268.88
L.L. PELLING CO INC	COLD PATCH-RUT	910.80
LINN CO-OP OIL CO	LP BOTTLE GAS-RUT	80.00
MARSHA DEWELL	MILEAGE-ALL DEPTS	171.45
MARTIN MARIETTA MATERIALS	ROCK-RUT	314.45
MARTIN MARIETTA MATERIALS	ROAD ROCK-RUT	217.82
MATT SIDERS	MILEAGE-P&REC	116.00
MEDIACOM	PHONE/INTERNET-POOL	172.32
MEDIACOM	PHONE/INTERNET-PW	170.26
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	717.81
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	992.35
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-POOL	280.50
MT VERNON CAR WASH	VEHICLE MAINT-PD	48.00
OFFICE EXPRESS	SUPPLIES-POOL	554.28
OPN ARCHITECTS	WELLNESS CENTER	17,080.78
PAYROLL	CLAIMS	64,435.38
PIERCE INDUSTRIAL ELECTRIC INC	TRAFFIC SIGNAL INSTALLATION	18,876.50
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION	234.81
ROTO-ROOTER	PLAZA LIFT STATION/BROKEN LINE	2,362.50
SCHRADER EXCAVATING	PLAZA L.S./LINE BRAKE-SEW	2,257.50
SENSUS METERING SYSTEMS	READER REPAIR-WAT,SEW,SW	507.79
STAR EQUIPMENT LTD	SOLENOID-SEW	327.05
STATE HYGIENIC LAB	TESTING-SEW	2,498.00
STORM STEEL	HANDRAIL-SEW	95.02
SUE RIPKE	MILEAGE-ALL DEPTS	192.21
SUE RIPKE	UNIFORMS-P&A	53.98
TRANS IOWA EQUIPMENT INC	IGNITION SWITCH-RUT	69.63
US CELLULAR	CELL PHONE-PD	163.98
UTILITY SERVICE INC	WATER TOWER MAINT-WAT	4,749.02
VERIZON CONNECT	INFORMATION SYSTEMS-PW	227.40
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	695.40
WEX BANK	FUEL-PD,WAT,SEW	1,241.49
TOTAL		416,259.28

2014 STREET IMPROVEMENTS	18,876.50
GENERAL FUND	43,069.21
LOST III COMMUNITY CENTER	243,861.89
PAYROLL	64,435.38
ROAD USE TAX FUND	9,476.85
SEWER FUND	17,400.13
SOLID WASTE	2,225.43
STORM WATER FUND	735.09
WATER FUND	16,243.73
TOTAL	416,324.21

Discussion and Consideration of Change Order #4 – Lester Buresh Family Community Wellness Center – Council Action as Needed. Change Order #4 is for \$372.57 and is a size adjustment to the storm water pipe near the west exit door. Motion to approve Change Order #3 in the amount of \$372.57 made by West, seconded by Wieseler. Motion carries.

Discussion and Consideration of Change Order #6 – Lester Buresh Family Community Wellness Center – Council Action as Needed. Change Order #6 is for \$1,007.38 and is for minor adjustments to electric equipment. Motion to approve Change Order #6 in the amount of \$1,007.38 made by Rose, seconded by Herrmann. Motion carries.

Discussion and Consideration of Change Order #7 – Lester Buresh Family Community Wellness Center – Council Action as Needed. Change Order #7 is for \$6,103.83 and will add screening of roof top units on the west side of the building. There is screening on the North side. Roudabush asked if this is just to make it look better on top of the roof and seems like a waste to which Wieseler replied that the City has received sizable gifts and we should “put our best foot forward. This is a significant thing and we should do it right”. Motion to approve Change Order #7 made by Wieseler, seconded by Rose. Ayes; West, Wieseler, Herrmann and Rose. Nays; Roudabush. Motion carries.

Discussion and Consideration of Change Order #9 – Lester Buresh Family Community Wellness Center – Council Action as Needed. Change Order #9 is for \$1,520.82 and will add additional supports to the metal tubing in the “kalwall”. This is the translucent portion of the building located on the NE corner of the site. Motion to approve Change Order #9 made by West, seconded by Wieseler. Motion carries.

Discussion and Consideration of Cardio Fitness Equipment Lease with LSC Financial Solutions – Lester Buresh Family Community Wellness Center - Council Action as Needed. P & Rec Director Matt Siders provided price quotes for the fitness equipment for the Wellness Center. Push, Pedal, Pull was the low quote and was for \$86,607.00. Johnson Fitness quote was for \$112,250.00 and Life Fitness submitted a quote for \$92,158.00. The equipment would be leased for 36 months. Core Fitness and Keiser Fitness also submitted quotes but were incomplete and their style did not match the facility’s needs. Staff is recommending the lease option from Push, Pedal, Pull because it allows us to always keep the equipment new, equipment can be changed out if not fully utilized and most of the equipment will be from the same manufacturer. Motion to approve staff recommendation to lease equipment from Push, Pedal, Pull for 36 months in the amount of \$86,607.00 made by Rose, seconded by West. Motion carries.

Discussion and Consideration of Free Weight and Other Work Out Equipment Purchase – Lester Buresh Community Wellness Center - Council Action as Needed. Staff is recommending purchasing free weights from Push, Pedal, Pull. Motion to approve staff’s recommendation to purchase free weights and other work out equipment not to exceed \$80,000.00 made by Roudabush, seconded by Wieseler. Motion carries.

Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Adopting Chapter 153 Demolition Regulation to the Mt. Vernon Municipal Code – Council Action as Needed. Motion to set the Public Hearing for May 6, 2019 at 6:30 p.m. made by Wieseler, seconded by Herrmann. Motion carries.

Discussion and Consideration of Preservation Planning Proposal for the Mt. Vernon Visitor's Center – Council Action as Needed. Representing MVHPC, Sue Astley said they would like to hire an architect, at the request of Main Street Iowa, to create a preservation plan for the stabilization and upgrade to the Visitor Center. At a cost of \$7,200.00 Douglas Steinmetz will create a preservation plan. The Commission has identified a grant fund that would pay for half of the planning study. They are seeking an additional \$3,600.00 from the City. MVHPC does not have the funds in their budget and the City does not have funding earmarked for this project. MVHPC would like to get a letter of support from the City for their proposal for this preservation plan. The application is due May 1st. West motioned that the City cover up to \$3,600.00 of the expense for the preservation plan in order to match the grant with the understanding that there will be an effort towards fund raising as well, seconded by Rose. Motion Carries.

Reports to be Received/Filed

Mt. Vernon Police Report. There were 8 reported collisions and 26 incidents in March. The incidents resulted in 11 arrests. During March K9 Monster was deployed on 5 traffic stops, indicating on 2 vehicles where the presence of drug residue was located. Officers worked 2.5 hours of STEP. Per the 28E agreement with Lisbon the Department provided 2,265 minutes of patrol time, 12 calls for service and 50 minutes of administrative time. April 27th is Drug Take Back Day from 10-2:00 p.m. at City Hall.

Mt. Vernon Police Department Annual Report. A copy of the report is available at City Hall or can be viewed on the City's website at www.cityofmtvernon-ia.gov.

Mt. Vernon Fire Department Annual Report. A copy of the report is available at City Hall or can be viewed on the City's website at www.cityofmtvernon-ia.gov.

Mt. Vernon Public Works Report. City crews have started patching roads. Park restrooms have been opened to the public. Field maintenance has begun. The street sweeper has made its way around each quadrant. Bunkers have been built behind the shop and will be used to store raw materials such as sand and gravel. Also built were two storage sheds.

Mt. Vernon Parks and Recreation Report. All park restrooms are open. Spring soccer games started April 9th. Swim lesson registration is ongoing. Chalk the Walk meetings are now weekly. Easter Egg Dash will be April 20th at 10:00 a.m. Spring Cleanup is scheduled for April 27th.

Discussion Items (No Action)

Update on Equipment – LBFCWC. Siders has been working on a budget of \$100,000.00 to purchase miscellaneous equipment such as a washer and dryer, towels, shelving, computers and software, snow blower and more. No action was taken.

Reports of Mayor/Council/Administrator

Council Reports. Wieseler said that he attended the MVAAC poem reading. There were 48 people there and 21 who read poems.

City Administrator's Report. Wapsi Waste has begun picking up leaves. Streets have been poured in the Stonebrook 6th Addition. Three firms have expressed an interest in the marketing RFP for the LBFCW Center. There have been over 22 applicants for the recreation coordinator position. Interviews will likely start at the end of this month. The City has received 24 applications for the recreation coordinator.

As there was no further business to attend to the meeting adjourned the time being 8:18 p.m., April 15, 2019.

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Tuesday, April 30, 2019 2:36 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
LC0041008	Pending Dram Shop	SI SENOR (100 Hwy 30 SE 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

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E. Public Hearing

AGENDA ITEM # E - 1 & F - 4

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

DATE: May 6, 2019

AGENDA ITEM: Public Hearing – Adopting Demolition Regulations

ACTION: Motion to Close

SYNOPSIS: Attached is the clean version of the proposed ordinance we have discussed over the past three months. It is my understanding that Guy Booth will be sharing this document with the Historic Preservation Commission this weekend.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: None – See F-4

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

F. Ordinance Approval/Amendment

AGENDA ITEM # F - 1

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

DATE:	May 6, 2019
AGENDA ITEM:	Ordinance Amending Water Rates
ACTION:	Motion

SYNOPSIS: City staff has not received any new verbal or written communication regarding this ordinance since the 2nd reading was adopted.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #4-1-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

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

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

ORDINANCE #4-1-2019A

AN ORDINANCE AMENDING CHAPTER 92 WATER RATES OF THE MUNICIPAL CODE OF MT. VERNON, IOWA

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

SECTION 1. AMENDMENT. Chapter 92.02 Usage Rate, is hereby amended as follows:

92.02 USAGE RATE. Beginning on July 1, 2012, each customer will pay water service charges in the amount of \$45.54 per 1000 cubic feet of water attributable to the customer for the property served but in no event less than \$10.00 per month (a 10% increase over the previous rate of \$9.09). Beginning on July 1, 2013 and on July 1st of each succeeding year until June 30, ~~2019~~2024, the water service charge shall increase 3% and the minimum service charge will increase 3%. In any fiscal year in which revenues are expected to exceed expenditures by 25%, the Council, by resolution, shall suspend the rate increase, in whole or in part, so long as revenues exceed operations and maintenance expenditures by 25%. Beginning August 1, 2016, the water service charge will increase 5%. This increase is in addition to the automatic 3% increase effective July 1, 2016.

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

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

Approved and adopted this 1st day of April, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #4-1-2019A on the _____ day of _____, 201__.

Sue Ripke, City Clerk

AGENDA ITEM # F - 2

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

DATE:	May 6, 2019
AGENDA ITEM:	Ordinance Amending Sewer Rates
ACTION:	Motion

SYNOPSIS: City staff has not received any new verbal or written communication regarding this ordinance since the 2nd reading was adopted.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #4-1-2019B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

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

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

ORDINANCE #4-1-2019B

AN ORDINANCE AMENDING CHAPTER 99 SEWER SERVICE CHARGES OF THE MUNICIPAL CODE OF MT. VERNON, IOWA

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

SECTION 1. AMENDMENT. Chapter 99.02 Rate, is hereby amended as follows:

92.02 USAGE RATE. Effective July 1, 2009, each customer will pay sewer service charges in the amount of \$34.22 per 1000 cubic feet of water attributable to the customer for the property served but in no event less than \$7.51 per month (a 10% increase over the previous rate of \$6.83). Beginning on July 1, 2009 and then on July 1 of each succeeding year until June 30, ~~2019~~2024, the sewer service charge will increase 3% and the minimum charge will be increased by 3%. In any fiscal year in which revenues are expected to exceed operations and maintenance expenditures by 25% the Council, by resolution, shall suspend the rate increase, in whole or in part, so long as revenues exceed operations and maintenance expenditures by 25%.

In addition, there will be a flat fee of \$10.00 per month per residential dwelling unit and a flat fee of \$10.00 per month for each non-residential account for the purpose of payment for an upgrade to the sewer system for the benefit of all users. A residential dwelling unit is defined as one or more rooms, designed, occupied or intended for occupancy as a separate living quarter. For purposes of this section, each apartment, dormitory room, condominium or similar dwelling usage will be considered a separate dwelling unit.

Customers who are educational institutions with more than 250 full-time students are exempt from the sewer service charges based on the water usage for the portion of water service:

1. Used exclusively for watering or irrigating playing fields of the educational institution; and
2. Measured by a meter that is separate and distinct from the meters used to measure other water services provided to the customer.

The customer is responsible for all costs associated with the purchase, installation and maintenance of the meter. The Superintendent shall determine the type and size of the meter and, further, shall inspect and approve the installation of the meter so used. The customer's eligibility for this exemption is contingent upon full compliance with these and other provisions pertaining to the water system and the sanitary sewer system, as determined by the Superintendent.

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

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

Approved and adopted this 1st day of April, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #4-1-2019A on the _____ day of _____, 201_____.

Sue Ripke, City Clerk

AGENDA ITEM # F - 3

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

DATE:	May 6, 2019
AGENDA ITEM:	Ordinance Amending Subdivision Regulations
ACTION:	Motion

SYNOPSIS: City staff has not received any new verbal or written communication regarding this ordinance since the 1st reading was adopted.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #4-15-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

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

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

ORDINANCE #4-15-2019A

**AN ORDINANCE REPEALING CHAPTER 166 SUBDIVISION REGULATIONS AND
ADOPTING A NEW CHAPTER 166 SUBDIVISION REGULATIONS IN LIEU THEREOF TO
THE CITY OF MT. VERNON MUNICIPAL CODE**

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

SECTION 1. AMENDMENT. Chapter 166 Subdivision Regulations are hereby repealed and replaced with a new Chapter 166 Subdivision Regulations to the Mt. Vernon Municipal Code as set forth in Exhibit "A," attached hereto and made a part thereof.

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

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

Approved and adopted this 15th day of April, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #4-15-2019A on the ___th day of _____, 2019.

Sue Ripke, City Clerk

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

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

ORDINANCE #5-6-201A

AN ORDINANCE ADOPTING CHAPTER 153, DEMOLITION REGULATIONS OF THE CITY OF MT. VERNON MUNICIPAL CODE

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

SECTION 1. ADOPTION. The Mt. Vernon Municipal Code is hereby amended to include the language set forth in Exhibit "A," attached hereto and made a part thereof.

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

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

Approved and adopted this ___ day of _____, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance # on the ___ day of _____, 2019.

Sue Ripke, City Clerk

Exhibit "A"

CHAPTER 153

DEMOLITION REGULATIONS

153.01 Demolition Permit Required

153.02 Application for Permit

153.03 Demolition of Historic Buildings

153.04 Fourteen Day Wait

153.05 Initial Review and Determination

153.06 Final Determination

153.07 Exceptions

153.08 Appeals

153.09 Violations and Penalties

153.01 Demolition Permit Required: No building/structure can be demolished without a permit. Prior to the demolition of any building/structure, the applicant shall be required to submit signed documentation showing all utility connections have been properly disconnected according to the standards set forth by each respective utility representing.

Additionally, no permit for the demolition of a building/structure that is designated as a historic place by the National Register of Historic Places, or lies within a historic preservation district as defined by the City of Mt. Vernon, shall be issued other than in conformity with the provisions of this ordinance, as well as in conformity with the provisions of other laws and ordinances applicable to historic preservation and to the demolition of buildings. An application for demolition shall be made only by the person, partnership, corporation or realty trust which is the deed holder thereof at the time of such application.

Except for structures in established historic districts of the City, this ordinance does not apply to the demolition of existing porches.

153.02 Application for Permit: The application must be made on a form provided by the City of Mt. Vernon.

153.03 Demolition of Historic Buildings: No permit for demolition of a building determined to be a historically significant building under this ordinance shall be granted until plans for use or development of the site after demolition have been filed with the Zoning Administrator and found to comply with all laws pertaining to the issuance of a building permit. All appeals from the granting of such approvals must be concluded prior to the issuance of a demolition permit under this section.

153.04 Fourteen Day Wait. The Zoning Administrator shall forward a copy of each application for a demolition permit meeting the requirements set forth in Chapter 153.03 to the Historic Preservation Commission for determination as to whether the building, which is the subject of such application, is a historically significant. A fourteen (14) day wait period shall commence on the date following the date the Commission

receives the application for a demolition permit from the Zoning Administrator. Demolition is prohibited during the fourteen day wait period.

Historically significant buildings are:

- A. Listed individually in the National Register of Historic Places, maintained by the Department of the Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register; or
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; or
- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either (i) an approved state program as determined by the Secretary of the Interior or (ii) directly by the Secretary of the Interior in states without approved programs.

The purpose and intent of this ordinance is set forth in Chapter 24.01 of the Mount Vernon, Iowa Code of Ordinances.

153.05 Initial Review and Determination. The Historic Preservation Commission shall review the application for demolition at a public meeting of the Commission within the fourteen (14) day wait period. The Commission shall make an initial determination whether the building is a historically significant building using the standards set forth in current US Secretary of Interior standards for historic preservation, and further, upon criteria which would be unique to the historic nature of the City of Mount Vernon. The Commission shall make written findings supporting the grant or denial of the permit.

If during the fourteen (14) day wait period, the Commission makes an initial determination that the building which is the subject of the application for demolition is, or may be a historically significant building whose loss would be detrimental to the historical or architectural heritage or resources of the City, such building shall be considered a historically significant building. The Zoning Administrator shall be so advised, and no demolition permit or building permit for new construction shall be issued unless and until a final determination has been made that the building is not a historically significant building or an exception applies. If the Commission makes the determination that the building is not a historically significant building the Administrator shall be advised and the permit will be issued provided all other applicable building regulations have been met.

153.06 Final Determination. After an initial determination by the Commission that any building which is the subject of an application is a historically significant building, it

shall so advise the applicant who submitted the application and the Zoning Administrator, and a sixty (60) day demolition review period will be imposed. The sixty (60) day demolition review period starts on the date the applicant who submitted the application and the Zoning Administrator are notified of the decision of the Commission.

The Commission shall hold a public hearing prior to making the determination that any building is a historically significant building. The Commission shall publish notice in the official city designated newspaper no less than four (4) days and no more than twenty (20) days from the date that an initial determination has been that the building is a historically significant building. A sign shall also be posted on the subject property notifying the general public of the pending application for demolition. No demolition permit or building permit for new construction or alterations on the premises shall be issued after the date of a determination that a building is a historically significant building except as may be provided for in subsection 153.07 of this section.

During the sixty (60) day demolition review period, The Commission will work with the applicant to have a historic survey done on the property, if necessary, and to determine if any of the following options or alternatives to demolition are feasible:

- A. The building can be considered for landmark designation.
- B. Rehabilitation of the building with the assistance of State or Federal tax incentives or other private financial assistance.
- C. Adapting the building to a new use.
- D. Finding a new owner who is interested in preserving/rehabilitating the building.
- E. Incorporating the building into the owner/applicant's redevelopment plans.
- F. Assisting in finding a different location for the owner's redevelopment.
- G. Moving the building to an alternative location.
- H. Salvaging building materials if the structure is to be demolished.
- I. Documenting the building prior to the issuance of a demolition permit.

The Commission shall make findings in writing. Upon completion of the review, the Commission will advise the applicant and Zoning Administrator in writing whether a demolition permit can be issued.

153.07 Exceptions. Exceptions from the demolition review process will be afforded if an economic hardship can be demonstrated or a structure is considered an imminent threat to the health and/or

safety of the public. The burden of proof that an economic hardship exists is the applicant's responsibility. The Zoning Administrator will forward a copy of the application to the Historic Preservation Commission for a hardship exemption, along with the applicant's request for exemption from the demolition review process. The Historic Preservation Commission shall review the request for exemption, and shall respond to said application at its earliest convenience, but not more than fourteen (14) business days after receipt of the application by the Commission. Criteria for determination of an economic hardship include:

- A. The feasibility of alternative uses for the property prevent the applicant from securing a reasonable return on investments. A report from a licensed engineer or architect with expertise in rehabilitation shall be submitted to the Historic Preservation Commission. Said report shall include cost estimates for rehabilitation, estimated market values of the property (in its current condition and after project completion), and/or costs associated with moving the building to an alternative location.
- B. Demonstration of an economic hardship shall not be based on self-inflicted hardships, including but not limited to:
 - 1. Willful or negligent acts by the owner.
 - 2. Failure to perform normal maintenance and repairs.
 - 3. Failure to diligently solicit and retain tenants.
 - 4. Failure to provide normal tenant improvements.

If the Zoning Administrator has not received a decision from the Commission on the request for exemption within the fourteen (14) business day wait period, then the Zoning Administrator shall notify the Chairperson and Secretary of the Commission that a demolition permit will be issued seven (7) days after the date that this notice has been provided to the Chairperson and Secretary, unless prior to the expiration of seven (7) days, the Commission issues a written decision on the application for a hardship exemption for the demolition permit.

153.08 Appeals. Any party aggrieved by the decision of the Historic Preservation Commission may appeal the action to the City Council. Such an appeal must be in writing and must be filed with the City Administrator no later than ten (10) business days after the filing of the aforementioned decision. The City Council shall, within a reasonable amount of time, give public notice to the applicant and to the appellant, hear the appeal and decide the appeal. In deciding such appeals, the City Council shall consider whether to reverse, affirm or modify the decision. If not satisfied with the decision of the City Council, any aggrieved party may appeal within (60) days of the City Council's decision to the Iowa District Court.

153.09 Violations and Penalties

- A. Any person, firm, or corporation violating or failing to comply with, or violating any terms or provisions of this chapter shall be subject to the penalty provisions of Chapter 4 of the Mt. Vernon, Iowa municipal code.
- B. Failure to comply with the application process or failure to have a demolition permit pursuant to this Ordinance constitutes irreparable harm warranting injunctive relief to stop the demolition of any potentially historically significant building.

G. Resolutions for Approval

AGENDA ITEM # G - 1

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

DATE:	May 6, 2019
AGENDA ITEM:	Resolution #5-6-2019A
ACTION:	Motion

SYNOPSIS: This resolution is the initial step to move forward with the SRF funding for the wastewater treatment center improvements. The statement indicates an amount not to exceed \$1,800,000. As SRF funding is disbursed in multiple months, it is possible that we will not take all \$1,800,000. The City is not obligated to take the entire amount if the project comes in under budget.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #5-6-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

May 6, 2019

The City Council of the City of Mount Vernon, State of Iowa, met in _____
session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at
_____ o'clock _____.M., on the above date. There were present Mayor
_____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,800,000 SEWER REVENUE CAPITAL LOAN NOTES OF CITY OF MOUNT VERNON, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,800,000 SEWER REVENUE CAPITAL LOAN NOTES OF CITY OF MOUNT VERNON, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Mount Vernon, Iowa should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of not to exceed \$1,800,000, as authorized by Sections 384.24A, 384.82 and 384.83, Code of Iowa, as amended, for the purpose of providing funds to pay costs as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Note shall be payable solely and only out of the net earnings of the Municipal Sewer System and shall be a first lien on the future net earnings of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Note; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and Sewer Revenue Capital Loan Notes issued to evidence the obligation of the City thereunder, it is

necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this City Council meet in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at _____ o'clock ____ .M., on the 20th day of May, 2019, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,800,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City thereunder, the proceeds of which will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four clear days nor more than twenty days before the date of said public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action shall be in substantially the following form:

(To be published on or before May 14, 2019)

NOTICE OF MEETING OF THE CITY OF MOUNT VERNON,
IOWA ON THE MATTER OF THE PROPOSED
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$1,800,000 SEWER REVENUE CAPITAL LOAN NOTES, AND
THE PUBLIC HEARING ON THE AUTHORIZATION AND
ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Mount Vernon, Iowa, will hold a public hearing on the 20th day of May, 2019, at _____ o'clock ____ .M., in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the City Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$1,800,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the net revenues of the Municipal Sewer System.

At the above meeting the City Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action for the authorization of said Loan and Disbursement Agreement and the issuance of Notes or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of the City of Mount Vernon, Iowa, as provided by Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2019.

City Clerk, City of Mount Vernon, State of
Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of May, 2019.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Mount Vernon, in the County of Linn, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed \$1,800,000 Sewer Revenue Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Mount Vernon-Lisbon Sun", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2019.

WITNESS my official signature at Mount Vernon, Iowa, this _____ day of _____, 2019.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

AGENDA ITEM # G - 2

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

DATE:	May 6, 2019
AGENDA ITEM:	Resolution #5-6-2019B
ACTION:	Motion

SYNOPSIS: Lisbon has decided to re-issue the 28E agreement with the City of Mt. Vernon for additional police services. Lisbon was concerned with the possible increase in dispatch fees and the subsequent strain it may have on their budget. There was one small typo in the original 28E agreement that was corrected, otherwise no additional changes were made or requested.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #5-6-2019B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

RESOLUTION #5-6-2019B

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF MT. VERNON AND THE CITY OF LISBON FOR LAW ENFORCEMENT SERVICES

WHEREAS, the City of Mt. Vernon operates a full time police department, and

WHEREAS, the City of Lisbon wishes to contract for law enforcement services with the City of Mt. Vernon for hours outside of their normal operating hours, and

WHEREAS, the 28E agreement, attached hereto and made a part thereof, outlines the terms and conditions of said arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the 28E agreement for law enforcement services and authorizes the Mayor to execute said agreement.

APPROVED this 6th day of May, 2019.

Mayor

ATTEST: _____
City Clerk

28E CONTRACTUAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS CONTRACT (hereinafter, the "Agreement") made and entered into this 22nd day of April, 2019 by and between the City of Mount Vernon, Iowa (hereinafter "Mount Vernon") and the City of Lisbon, Iowa (hereinafter "Lisbon"). This Contract revokes and replaces all previous Law Enforcement Assistance Agreements between the Cities of Mount Vernon and Lisbon. This agreement does not affect the Agreement Establishing Mutual Aid Law Enforcement Services (the "Mutual Aid Agreement") between Mount Vernon and Lisbon

WHEREAS, Lisbon is desirous of contracting law enforcement services with Mount Vernon, and WHEREAS, Mount Vernon is agreeable to rendering such service on the terms and conditions hereinafter set forth, and WHEREAS, Mount Vernon is agreeable to furnishing law enforcement services to Lisbon as hereinafter set forth.

NOW, THEREFORE, pursuant to Chapter 28E of the Code of Iowa, 2016, the parties agree as follows:

1. Duration of Agreement. The duration of this Agreement is July 1, 2019 through June 30, 2020. Thereafter this Agreement will renew, beginning July 1, and through June 30 of each year, unless terminated by either party according to this Agreement as defined in section 5 below.
2. No Entity Created. No separate legal or administrative entity is created by this Agreement.
3. Purpose of Agreement. The purpose of this Agreement is to provide supplemented law enforcement services to Lisbon.
4. Financing. Lisbon shall finance the operation from general revenue. Detailed budgets and costs shall be kept by both parties. Lisbon agrees to pay Mount Vernon a rate of \$40.00 per hour for police services, payable quarterly on the 15th day of the first month of each quarter.
5. Renewal. The Agreement will automatically extend for an additional one year period unless three months' written notice of intent not to extend is given by either party.
6. Services to be provided.
 - a. Mount Vernon agrees to provide law enforcement services within the corporate limits of Lisbon, which services shall include but not be limited to the enforcement of state statutes, where applicable, municipal ordinances, general patrol activities,

and the duties and functions of the type customarily rendered by professional law enforcement officers to enforce the ordinances of the municipal code of Lisbon and the statutes of the State of Iowa by duly sworn and certified officers of Mount Vernon. Law enforcement services do not include civil process, including but not limited to the service of legal process or civil ordinance enforcement, or criminal investigations beyond those incidental to responding to a request for service. The calculation of hours of law enforcement service is determined by the hours spent providing law enforcement services in Lisbon, as well as necessary followup work, wherever performed, including but not limited to transporting arrestees and completing paperwork associated with arrests and citations taking place in Lisbon.

- b. Mount Vernon agrees that it shall provide law enforcement services within the corporate limits of Lisbon for up to 10 hours per week when Lisbon does not have an officer on duty. If in a given week Mount Vernon has already provided 10 hours of law enforcement services and an emergency occurs in Lisbon while Lisbon has no officer on duty, Lisbon agrees to pay Mount Vernon according to the rate set forth in paragraph 4 for all law enforcement services provided on an emergency basis. Law enforcement services provided pursuant to the Mutual Aid Agreement do not count toward the up to 10 hours set forth in this paragraph. Lisbon may request, and Mount Vernon in its sole discretion may agree to provide, additional hours of law enforcement services pursuant to the terms and conditions of this Agreement at the rate set forth in paragraph 4.
- c. The parties agree that during peak policing hours Mount Vernon will only provide Lisbon mutual aid and shall respond to emergencies but will not provide any other law enforcement services. "Peak policing hours" are defined as 7:00 p.m. Friday to 3:00 a.m., Saturday, and 7:00 p.m. Saturday to 3:00 a.m. Sunday and such other hours as agreed upon by the Mount Vernon and Lisbon police chiefs
- d. Officers shall attend all law enforcement related court and administrative hearings upon the request of Lisbon City Attorney or Lisbon City Officials. Lisbon shall pay the attorney fees, court costs, and any other expenses associated with the prosecution of any case initiated by a Mount Vernon officer while providing law enforcement services to Lisbon under this Agreement. Lisbon shall pay Mount Vernon for any time spent by a Mount Vernon officer associated with attending any law enforcement related court and administrative hearings at the rate set forth in paragraph 4. This time shall not be included in the 10 hours of law enforcement services set forth in paragraph 6(b).

- e. Officers shall, where possible file charges under City Ordinance of Lisbon, but if Lisbon has no applicable ordinance, then the charge may be filed under applicable state statute.
 - f. Mount Vernon shall make monthly reports to the Lisbon Chief of Police and Lisbon City Administrator. These monthly reports shall include the enforcement activity, number of calls, and other matters which the parties deem important to be included in these reports.
 - g. The discipline of all officers in matters incident to performance of their services and control of all personnel shall remain with Mount Vernon. Mount Vernon shall also be responsible for training, hiring, firing, assignment and other discipline of their employees.
 - h. Mount Vernon shall hold Lisbon harmless for any liability arising out of Mount Vernon's performance of this contract. Lisbon shall, however, remain responsible for any intentional or negligent acts of Lisbon, its officers or employees, that result in liability and damages to Mount Vernon or third parties. Both Mount Vernon and Lisbon shall provide their liability insurance to cover the operation and performance of this contract.
7. Responsibility of the Mayor. The Mayor of Lisbon shall be responsible for setting law enforcement practices and standards for law enforcement services provided pursuant to this agreement, generally. Said guidelines will be communicated directly to the Mount Vernon Police Chief by the Mayor. Laws are to be enforced equally and without favor.
8. Specialty Personnel. If it becomes necessary for Mount Vernon to provide special investigative, enforcement, photographic, or other services to Lisbon for the investigation or prosecution of any crime committed in Lisbon, Mount Vernon shall bill Lisbon on a monthly basis for police services at the rate set forth in paragraph 4 and for expenses at the actual cost to Mount Vernon. Mount Vernon agrees that the above services shall only be necessary if the regular patrol officer is unable to perform the needed work due to the lack of experience, training, or availability. It is anticipated by the parties that the above services would only be required of the investigation of major felony matters. The billing for specialty services will be done by Mount Vernon. An itemized statement will be prepared and sent to Lisbon for the services and payment for the services will be sent to Mount Vernon and placed in general fund as revenue. Payments for services under this paragraph shall be due 30 days from the date of the invoice.
9. Lisbon Non-Liability. Lisbon shall not assume any liability for direct payment of any salaries, wages or other compensation to any Mount Vernon personnel performing services

herunder for Lisbon, or any liability other than provided in the contract. Lisbon shall not be liable for compensation or indemnity to any Mount Vernon employee for injury or sickness arising out of his or her employment and Mount Vernon hereby agrees to hold harmless Lisbon from any such claim.

10. Liability Insurance. Each of the parties hereto agrees that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each party may require proof of insurance and certification of insurance from the other, and compliance with such a request shall not be unreasonably withheld.
11. Consultation with Lisbon. The Mount Vernon Police Chief shall make him or herself available during normal working business hours to the City Council or Mayor of Lisbon to discuss law enforcement services being provided to Lisbon.
12. Access. All parties mutually agree to allow access to records, documents, and papers to auditors of Lisbon and of Mount Vernon as allowed by Chapter 692 of the Code of Iowa. Such access shall be allowed until three years after the expiration date of this contract.
13. Third Party Claims. Lisbon shall not be responsible for any act, injury, or damage arising out of the performance of this contract due solely to the fault or negligence of Mount Vernon. Lisbon shall, however, be responsible for any act including acts of negligence, that causes claims to be made by or against Mount Vernon or a third party. Each party to this agreement shall be required to defend any action as their interests appear.
14. Mount Vernon Non-Liability. Mount Vernon and its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of Lisbon, its officers or employees. Lisbon shall hold Mount Vernon, its officer and employees harmless from, and shall defend Mount Vernon, its officers and employees against any claim for damages resulting therefrom.
15. Entire Agreement. All parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this Agreement and that the above provisions constitute the entire and complete agreement between the parties on this subject matter.

THE ABOVE CONTRACT is hereby entered into by the following authorized agents of the parties.

CITY OF MOUNT VERNON

By: _____

Jamie Hampton, Mayor

ATTEST:

Chris Nosbisch, City Administrator

CITY OF LISBON

By: Beryl O'Connor

Beryl O'Connor, Mayor

ATTEST:

Connie Meier
Connie Meier, City Administrator

AGENDA ITEM # G - 3

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

DATE:	May 6, 2019
AGENDA ITEM:	Resolution #5-6-2019C
ACTION:	Motion

SYNOPSIS: As with previous fiscal years, the City will need to transfer dollars from various funds to offset known and unknown expenses by the end of the fiscal year. Sue has provided a brief synopsis of the transfers, and the reasoning behind the transfer.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #5-6-2019C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

RESOLUTION #5-6-2019C

A resolution approving transfers:

FROM FUND:	TO FUND:	
Law/Emergency	General Fund	\$ 33,476.80
Employee Benefit	General Fund	\$288,255.41
Police Vehicle Deprec	PD Fund	\$ 34,417.00
TIF	Debt Service	\$ 21,855.15
LOST III/Comm Center	Debt Service	\$104,000.00

Motion made by _____ seconded by _____ to _____
Resolution #5-6-2019C

Resolution #5-6-2019C _____ on May 6, 2019 by the following roll call
vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke
City Clerk

The Law/Emergency and Employee Benefit transfers are fiscal year end transfers. The City is allowed to make transfers from special revenue accounts to the General Fund to help defray costs.

PD Vehicle Depreciation covers the purchase of the new Police

TIF to DS covers a shortfall.

LOST III Community Center transfer covers the 1st payment.

AGENDA ITEM # G - 4

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

DATE:	May 6, 2019
AGENDA ITEM:	Resolution #5-6-2019D
ACTION:	Motion

SYNOPSIS: The City has already approved the bid for the 2019 wastewater treatment improvements. The contracts and bonds have been submitted to the City for approval after review by V&K Engineering. The pre-construction meeting is set to take place on Thursday, May 9, 2019.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #5-6-2019D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

RESOLUTION NO. 5-6-2019D

**RESOLUTION APPROVING CONTRACT AND BOND
FOR
MOBILIZATION AND CONSTRUCTION
OF
THE WASTEWATER TREATMENT PLANT IMPROVEMENTS 2019
TO
WRH, INC.**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the WASTEWATER TREATMENT PLANT IMPROVEMENTS 2019 and described more specifically in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

MOBILIZATION AND CONSTRUCTION

Contractor: WRH, Inc.

Amount of Bid: \$1,390,000

Surety: Merchants Bonding Company
P.O. Box 14498
Des Moines, Iowa 50306

All labor and materials needed to complete the work identified as construction improvements including all labor, materials and equipment necessary for excavation, backfill and site work; reinforced concrete; painting; screw pump and clarifier rehabilitation; ultraviolet disinfection equipment; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; piping and appurtenances; and miscellaneous associated work, including cleanup associated with the Wastewater Treatment Plant Improvements 2019.

PASSED and ADOPTED this 6th day of May, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

SECTION 00510

CONTRACT

THIS AGREEMENT, made and entered into this 1st day of April, 2019, by and between the City of Mount Vernon, Iowa, party of the first part, hereinafter referred to as the "Owner", and WRH, Inc. party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the 4th day of March, 2019, for Wastewater Treatment Plant Improvements 2019, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

WASTEWATER TREATMENT PLANT IMPROVEMENTS 2019

Construct improvements including all labor, materials and equipment necessary for excavation, backfill and sitework; reinforced concrete; painting; screw pump and clarifier rehabilitation; ultraviolet disinfection equipment; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; piping and appurtenances; and miscellaneous associated work, including cleanup for the sum of One Million Three Hundred Ninety Thousand and 00/100 dollars (\$1,390,000.00) based on the lump sum price as shown on the Proposal.

SECTION 00510

CONTRACT

THIS AGREEMENT, made and entered into this 1st day of April, 2019, by and between the City of Mount Vernon, Iowa, party of the first part, hereinafter referred to as the "Owner", and WRH, Inc. party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the 4th day of March, 2019, for Wastewater Treatment Plant Improvements 2019, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

WASTEWATER TREATMENT PLANT IMPROVEMENTS 2019

Construct improvements including all labor, materials and equipment necessary for excavation, backfill and sitework; reinforced concrete; painting; screw pump and clarifier rehabilitation; ultraviolet disinfection equipment; electrical work including conduit, cables, wiring, motor controls, starters, switches, fixtures and controls; piping and appurtenances; and miscellaneous associated work, including cleanup for the sum of One Million Three Hundred Ninety Thousand and 00/100 dollars (\$1,390,000.00) based on the lump sum price as shown on the Proposal.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

- A. Contract Documents, including:
 - 1. Notice to Bidders
 - 2. Notice of Public Hearing
 - 3. Instructions to Bidders
 - 4. Proposal
 - 5. Bond
 - 6. Federal Loan and Grant Documents
 - 7. General Conditions
 - 8. Special Conditions
 - 9. Plans List
 - 10. Detailed Specifications
 - 11. Plans listed in the specifications
 - 12. Numbered addenda issued to the foregoing.

B. This Instrument.

C. The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR:

CITY OF MOUNT VERNON, IOWA

WRH, Inc.

By _____

By JL

Mayor

Jamie Rich

Title Vice President Business Procurement

ATTEST:

ATTEST:

Virginia Posschl

Virginia Posschl

City Clerk

Title Corporate Secretary

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 6, 2019

PAYROLL	CLAIMS	63,378.75
TERRY & SONS, INC	PAINT POOL	4,205.00
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	4,202.81
US BANK	CREDIT CARD	3,480.25
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	3,330.00
SENSUS USA, INC	SYSTEM SUPPORT-WAT,SEW,SW	1,949.94
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,804.85
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,180.00
USA BLUE BOOK	EYE WASH STATION,PARTS-POOL	1,114.83
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	964.00
LINN CO-OP OIL CO	FUEL-PW	900.15
RECREATION SUPPLY	FILTER,GASKET,MISC-POOL	794.14
REXCO EQUIPMENT INC	AUGER BIT-RUT	789.00
KIESLER'S POLICE SUPPLY INC	TRAINING-PD	767.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT,SEW	595.00
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-ALL DEPTS	595.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	510.71
CANINE TACTICAL LLC	TRAINING-K9	500.00
POSTMASTER	NEWSLETTER-ALL DEPTS	455.23
TRUENORTH COMPANIES	EMPLOYEE THEFT/FORGERY POLICY	425.00
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	388.00
SIMMERING CORY IOWA CODIFICATION	CODE UPDATES-P&A	314.00
HAWKEYE READY MIX	PAD/SHOP SHED-RUT	301.25
MEDIACOM	PHONE/INTERNET-PD	268.46
MEDIACOM	PHONE/INTERNET-P&A	268.46
MENARDS	SNOW FENCE-P&REC	256.86
BIJOU MOVIE THEATER	ADDS-P&REC	240.00
MENARDS	FENCE POSTS-P&REC	201.69
MOUNT VERNON, CITY OF	CTW START UP CASH-P&REC	200.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	183.80
MEDIACOM	PHONE/INTERNET-P&REC	170.26
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	169.85
P&K MIDWEST INC	BATTERY-RUT	160.47
DUANE'S SERVICE	VEHICLE MAINT-PD	149.00
P&K MIDWEST INC	BATTERY-RUT	147.07
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY GLOVES,GLASSES,EAR PLUGS	140.82
P&K MIDWEST INC	GREASE,FILTERS-RUT	138.83
CAMPBELL SUPPLY CEDAR RAPIDS	RESPIRATOR FILTERS-RUT	135.47
CARGILL INCORPORATED	SALT-RUT	134.37
EVIDENT INC	SECURITY BAGS,LABELS-PD	110.99
WENDLING QUARRIES	ROAD ROCK-RUT	96.83
DOUG SHANNON	MILEAGE-PD	95.70
ALL SECURE	SECURITY SYST MONITORING-POOL	75.00
MARTIN MARIETTA MATERIALS	ROAD ROCK-RUT	67.66
LYNCH FORD	5K MI MAINT,ROTATE TIRES-PD	66.32
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	64.28
IOWA LAW ENFORCEMENT ACADEMY	TASER INSRUCTION CERT FEE-PD	50.00
KIMBERLY SCHWIEBERT	CTW MUSICIAN-P&REC	50.00
LAURIE HAAG	CTW MUSICIAN-P&REC	50.00
RON LAFLEUR	CTW MUSICIAN-P&REC	50.00
BARB MYERS	CTW MUSICIAN-P&REC	50.00
LEAH WOOSLEY	CTW MUSICIAN-P&REC	50.00
HARMONY GERHARDT	CTW MUSICIAN-P&REC	50.00
JAMES KENNEDY	CTW MUSICIAN-P&REC	50.00
CASEY KLEIN	CTW MUSICIAN-P&REC	50.00
KEVIN BURT	CTW MUSICIAN-P&REC	50.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 6, 2019

LANE GAFFNEY	CTW MUSICIAN-P&REC	50.00
JASON DAMS	CTW MUSICIAN-P&REC	50.00
NANCITA WERNETT	CTW MUSICIAN-P&REC	50.00
KILLEEN GRANATA	CTW MUSICIAN-P&REC	50.00
IOWA ONE CALL	LOCATES-WAT,SEW	44.10
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	43.81
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	38.28
ROBERT BUSER	WEATHER METER REPAIR-EMA	34.66
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	28.72
SCHIMBERG COMPANY	EYE WASH-POOL	23.74
NEIRL	MEMBERSHIP-P&A	20.00
P&K MIDWEST INC	KEY-RUT	2.30
TOTAL		97,599.32
GENERAL FUND		18,205.50
ROAD USE TAX FUND		3,587.92
INSURANCE LEVY		425.00
WATER FUND		7,747.83
SEWER FUND		2,874.25
SOLID WASTE		1,380.07
PAYROLL		63,378.75
TOTAL		97,599.32

AGENDA ITEM # J - 2

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

DATE:	May 6, 2019
AGENDA ITEM:	Engagement Agreement
ACTION:	Motion

SYNOPSIS: This agreement would be with Ahlers and Cooney, P.C (Bond Counsel) in the amount of \$6,200. This is an expected expense within the SRF borrowing process and will be expensed to the sewer budget.

BUDGET ITEM: Sewer

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Engagement Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

ENGAGEMENT AGREEMENT

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers and Cooney, P.C., in its capacity as Bond Counsel, to the City of Mount Vernon, Iowa (the "Issuer") in connection with the issuance of not to exceed \$1,800,000 Sewer Revenue Capital Loan Notes, Series 2019 (the "Bonds").

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

1. Prepare and review documents related to the authorization, issuance and delivery of the Bonds (the "Proceedings").
2. After proper approval and execution of the Proceedings, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment with regard to the legality of the security pledged, and the excludability of interest on the Bonds from gross income for federal tax purposes, as applicable.
3. Prepare an IRS Form 8038-G or 8038-GC.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser thereof or other persons, and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this engagement are limited to those expressly set forth above. This Engagement Agreement does not include the following services, or any other matter not required to render our Bond Opinion:

- a. Except as described in paragraph (3) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. This engagement does not include the services of Disclosure Counsel.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- c. Drafting state constitutional or legislative amendments.
- d. Pursuing test cases or other litigation, such as contested validation proceedings.
- e. Except as described in paragraph (6) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice

- concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer's continued compliance with the undertaking.
- f. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
 - g. After Closing a particular issue of Bonds, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on that issue of Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of the above duties.

Services listed in subparts (h)–(k), below, are not included in this Engagement Agreement, nor will they be provided at any time.

- h. Acting as an underwriter, or otherwise marketing the Bonds.
- i. Acting in a financial advisory role.
- j. Preparing blue sky or investment surveys with respect to the Bonds.
- k. Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon our receipt of notification that Bond Counsel services are requested under this Engagement Agreement, the Issuer will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Each representation of the Issuer and the attorney-client relationship for the Bonds created by this Engagement Agreement will be concluded upon issuance of that respective issue of Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

FEEES

We will charge a flat fee of \$6,200 for services rendered under this Agreement. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above, but we will do so in the event that circumstances require. If, at any time, we believe that an adjustment of our flat fee is necessary during an engagement as Bond Counsel for a particular issuance of Bonds, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds to be issued differs significantly from the amount stated at the time we advise you of our fee; (b) there are material changes in the structure, security or opinion from the

description of the Bonds after we advise you of our fee; or (c) unusual or unforeseen circumstances arise which require a significant increase in the services rendered, such as personal attendance at meetings, significant travel, or unexpected revision of the issuance documents at the request of the Issuer, any agent acting on your behalf (such as a financial advisor), the purchaser, a bond insurer, other counsel providing services with respect to issuance of a particular issuance of Bonds.

In addition to the flat fee, we will bill you for all expenses incurred on your behalf, such as travel cost reimbursement, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research, bond printing, and other related expenses. Generally these expenses will not exceed \$600. We will contact you prior to incurring expenses that exceed that amount.

Our statement for services and expenses will be sent after each particular issue of Bonds have been closed and is due and payable within thirty (30) days of receipt.

If, for any reason, you terminate the engagement on a particular issue of Bonds covered by this Agreement before closing a particular issue of Bonds are not issued for any reason, or the Bonds are issued without the delivery of our Bond Opinion, we will bill you for the services rendered on your behalf up to that point. These services will be billed at the normal hourly rates for those attorneys and legal assistants who have performed such services. We will also then bill you for all expenses we have incurred as outlined above. My current hourly rate is \$320. Work performed by associates will be billed at \$220 per hour. Services performed on your behalf by legal assistants will be billed at \$120 per hour.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement.

[Remainder of this page has been intentionally left blank]

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If the above correctly reflects the terms of this engagement, please obtain approval by your governing body, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



R. Mark Cory
FOR THE FIRM

Accepted:

City of Mount Vernon, State of Iowa*

By: _____ Date: _____

*Approved by Motion or Resolution No. _____ of the governing body on _____, 2019.

AGENDA ITEM # J - 3

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

DATE:	May 6, 2019
AGENDA ITEM:	Pay Application #2 – Traffic Signal Project
ACTION:	Motion

SYNOPSIS: This pay application is from Price Electric in the amount of \$25,320.35. As stated with the 1st pay application, Price Electric is purchasing the necessary materials needed for the traffic signal project in anticipation of the June 7, 2019 start date.

BUDGET ITEM: Street Improvement Bonds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



VEENSTRA & KIMM, INC.

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

April 29, 2019

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

MOUNT VERNON, IOWA
5th AVENUE NW & 1st STREET WEST TRAFFIC SIGNAL INSTALLATION
PARTIAL PAY ESTIMATE NO. 2

Enclosed is one copy of Partial Payment Estimate No. 2 for work completed March 1, 2019 to April 26, 2019 under the contract between the City of Mount Vernon and Price Industrial Electric, Inc.

We have reviewed the estimate and recommend payment to Price Industrial Electric, Inc. in the amount of \$25,320.35.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 2 to Price Industrial Electric, Inc. for signature and return to the City of Mount Vernon.

Please sign all copies of the partial payment estimate forwarded to you by Price Industrial Electric, Inc. in the spaces provided and return one signed copy to our office and one copy to Price Industrial Electric, Inc. with payment.

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

VEENSTRA & KIMM, INC.

Leland Belding

LJB:mmc

51319

Enclosure



April 29, 2019

PAY ESTIMATE NO. 2
5th AVENUE NW & 1st STREET WEST
TRAFFIC SIGNAL INSTALLATION
MOUNT VERNON, IOWA

Price Industrial Electric, Inc.
405 North Troy Road
Robins, IA 52328

Contract Amount \$164,959.00
Contract Date October 1, 2018
Pay Period Mar. 1, 2019 - April 26, 2019

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Excavation, CL10, Rdwy+ Borrow	CY	10	\$ 100.00	\$ 1,000.00		\$ -
2	STD/S-F PCC Pav't, CL C CL3, 7"	SY	14	\$ 100.00	\$ 1,400.00		\$ -
3	Gran. Surf on Rd, CL A CR Stone	Ton	5	\$ 150.00	\$ 750.00		\$ -
4	Rmvl of Pav't	SY	89	\$ 68.00	\$ 6,052.00		\$ -
5	Sidewalk, PCC, 5"	SY	53	\$ 54.00	\$ 2,862.00		\$ -
6	Sidewalk, PCC, 6"	SY	20	\$ 65.00	\$ 1,300.00		\$ -
7	Detectable Warnings	SF	56	\$ 45.00	\$ 2,520.00		\$ -
8	Traffic Signalization	LS	1	\$ 90,000.00	\$ 90,000.00		\$ -
9	Traffic Signal Installation	LS	1	\$ 46,000.00	\$ 46,000.00		\$ -
10	Rmvl of Traffic Signalization	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -
11	Construction Survey	LS	1	\$ 1,575.00	\$ 1,575.00		\$ -
12	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00		\$ -
13	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	0.489	\$ 2,445.00
14	Seed + Fertilize (Urban)	Acre	0.2	\$ 5,000.00	\$ 1,000.00		\$ -
Contract Price:					\$ 164,959.00		\$ 2,445.00

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
	Black Steel Fab.	1	\$ 1,270.00	\$ 1,270.00
	Traf Sig; 12" RYG LED, Blk Poly, MA Mtg, 1-pc Poly Bplt	4	\$ 472.00	\$ 1,888.00
	Traf Sig; 12" RYG LED, Blk Poly, Side Pole Mtg, No Bplt	4	\$ 335.00	\$ 1,340.00
	Ped Sig; 16" Black Poly, Hand/ Man/ Countdown LED, Clamshell	8	\$ 262.00	\$ 2,096.00
	Passport Ped Pushbutton Assy; Round, Pole Mt, Black	8	\$ 83.00	\$ 664.00
	Sign; Ped Instruction, Specl " Start Crossing... Time Remaining 08"	8	\$ 18.00	\$ 144.00
	4" SCH 40 Alum Pole 5'; Steel Flange Base, Round Alum cover & Cap	8	\$ 419.00	\$ 3,352.00
	SignBrac; 102" CTC, 62" cable for 108" street name sign	2	\$ 197.00	\$ 394.00
	SignBrac; 78" CTC, 62" cable for 84" street name sign	2	\$ 160.00	\$ 320.00
	Battery Backup System; 1250VA/ 875W, Traffic. Nema Mount	1	\$ 5,957.00	\$ 5,957.00
	Econolite Controller, Cobalt, C, Type 2, Data Key	1	\$ 3,550.00	\$ 3,550.00
	Cab Assy; P44 TS2-1, 16-pos bkpl for ATC, rack with 8 det pad mtd	1	\$ 8,940.00	\$ 8,940.00
	Gridsmart Detection System	1	\$ 14,163.00	\$ 14,163.00
Total				\$ 44,078.00

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 164,959.00	\$ 2,445.00
Approved Change Order (list each)	Change Order No. 1	\$ 2,200.00	
Revised Contract Price		\$ 167,159.00	\$ 2,445.00

Stored \$ 44,078.00
 Total Earned \$ 46,523.00
 Retainage (5%) \$ 2,326.15
Total Earned Less Retainage \$ 44,196.85

Total Previously Approved (list each)	Pay Estimate No. 1	\$	
		\$ 18,876.50	

Total Previously Approved \$ 18,876.50
Amount Due This Request \$ 25,320.35

Percent Complete 1%

The amount \$25,320.35 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Price Industrial Electric, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: Leland Belding

Name: _____

Title: _____

Title: Engineer

Title: _____

Date: _____

Date: April 29, 2019

Date: _____

AGENDA ITEM # J - 4

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

DATE:	May 6, 2019
AGENDA ITEM:	Pay Application #5 - LBFCWC
ACTION:	Motion

SYNOPSIS: Fairly significant progress has been made at the site over the past month and a half. The structural steel has been delivered and CMU walls constructed on the north end of the building. This pay application is in the amount of \$1,274,836.32.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #5

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

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: 05
INVOICE NO: 000641
PROJECT NO: 54086
ARCHITECT PROJECT NO:
OWNER PO NO: 54086

FROM: (CONTRACTOR) Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208
CONTRACT FOR: General Construction

ARCHITECT:

Distribution to:
 OWNER
 ARCHITECT
 LENDOR
 GENERAL CONTRACTOR
 CONSTRUCTION MANAGER
 OTHER

CONTRACT DATE: 4/1/2019
FROM: 4/30/2019
TO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total		
Approved this Month		
Number		
0001	\$37,932.00	
Date Approved		
04/26/2019		
TOTALS	\$37,932.00	\$37,932.00
Net change by Change Orders		

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 \$37,932.00
3. CONTRACT SUM TO DATE (Line 1 +- 2) \$7,096,932.00
4. TOTAL COMPLETED & STORED TO DATE \$2,221,619.38
(Column I on G703)
5. RETAINAGE:
 - a. 5.00% of Completed Work \$89,561.00
(Column F + G on G703)
 - b. 5.00% of Stored Material \$21,520.00
(Column H on G703)

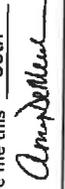
Total Retainage (Line 5a + 5b or Total in Column L of G703) \$111,081.00
6. TOTAL EARNED LESS RETAINAGE \$2,110,538.38
(Line 4 less Line 5 Total)

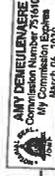
The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates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

CONTRACTOR: GARLING CONSTRUCTION, INC.
BY:  DATE: 4-30-19

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

8. CURRENT PAYMENT DUE (Line 6 from prior Certificate) \$835,702.06
9. BALANCE TO FINISH, PLUS RETAINAGE \$4,986,393.62
(Line 3 less Line 6)

State of: IA
Subscribed and sworn to before me this 30th day of April, 2019
Notary Public: 
My Commission Expires: 3-6-20



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.

AMOUNT CERTIFIED \$ 1,274,836.32
One Million Two Hundred Seventy Four Thousand Eight Hundred Thirty Six Dollars and Thirty Two Cents

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
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 dollar.
 Use Column L on Contracts where variable retainage for lin

CONTRACT DATE: 04/01/2019
 FROM: 04/30/2019 TO: 04/30/2019

APPLICATION NO: 05
 INVOICE NO: 000641
 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	WORK IN PLACE	STORED MATERIALS		AMOUNT	PERCENT COMPLETE
1										
2	General Requirements									
3	General Conditions	010001								
4	Bond	010009	32,875.00		100%			32,875.00		1,643.75
5	Permit	010001	31,000.00		100%			31,000.00		1,550.00
6	Temp Site clean up	010005								
7	Temp fencing		12,500.00		100%			12,500.00		625.00
8	Temp heat/humidity control		85,000.00		35%	12,750.00		42,500.00	42,500.00	2,125.00
9	Dumpster and clean up		28,000.00		5%	1,400.00		2,800.00	25,200.00	140.00
10	Equipment rental		36,000.00		8%	2,880.00		4,320.00	31,680.00	216.00
11	Mobilization		2,000.00		100%			2,000.00		100.00
12	Site sign		1,000.00		100%			1,000.00		50.00
13	Electronic Submittal		6,500.00		100%			6,500.00		325.00
14	Utilities		1,520.00		5%	76.00		152.00	1,368.00	7.60
15	Admin. Sup. PM		200,699.00		24%	48,334.70		80,279.60	120,419.40	4,013.98
16	Site Work									
17	Layout and Staking	020050	19,250.00		56%	10,780.00		11,935.00	7,315.00	596.75
18	Silte Fence/Concrete Washout		9,900.00		100%			9,900.00		495.00
19	Site Furnishings	020087	17,109.00		28%	4,721.34		4,721.34	12,387.66	236.07
20	Trash Enclosure/Fence	020074	51,635.00		19%	9,636.02		9,636.02	41,998.98	481.80
21	Earthwork Site Utilities									
22	Grading Material		138,788.00		91%	126,297.08		126,297.08	12,490.92	6,314.86
23	Grading Labor		42,958.00		91%	39,185.10		39,185.10	3,772.90	1,959.26
24	Grading Equipment		68,500.00		89%	61,108.85		61,108.85	7,391.15	3,055.44
25	Sanitary Materials		14,036.00		100%			14,036.00		701.80
26	Sanitary Labor		11,350.00		100%			11,350.00		567.50
27	Sanitary Equipment		8,463.00		100%			8,463.00		423.15
28	Water Material		22,688.00		100%			22,688.00		1,134.40
29	Water Labor		8,350.00		100%			8,350.00		417.50
30	Water Equipment		12,960.00		100%			12,960.00		648.00
31	Storm Materials		35,370.00		100%			35,370.00		1,768.51
32	Storm Labor		11,509.00		50%	3,452.70		9,207.20	2,301.80	460.36
33	Storm Equipment		14,605.00		50%	7,302.50		11,684.00	2,921.00	584.20
34	Footing Labor		8,124.00		100%	4,381.50		8,124.00		406.20
35	Footing Equipment		9,423.00		100%			9,423.00		471.15
PAGE TOTALS			\$942,112.00		61%	\$56,600.10		\$630,365.19		\$311,746.81
REGULAR ITEM TOTALS			\$7,059,000.00		18%	\$430,400.00		\$2,183,687.38		\$4,875,312.62
CHANGE ORDERS			\$37,932.00		100%	\$37,932.00		\$37,932.00		\$1,896.60
GRAND TOTALS			\$7,096,932.00		12%	\$911,532.99		\$2,221,619.38		\$111,081.00

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 lin

APPLICATION NO: 05
 INVOICE NO: 000641
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D SCHEDULED VALUE		E PREVIOUS APPLICATION		F G H I COMPLETED THIS MONTH			J K TOTAL COMPLETE AND STORED TO DATE		L M BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
36	Concrete Pavers	020113	23,358.00									23,358.00	
37	Pavement markings	020090	2,700.00									2,700.00	
38	Plantings	020063	63,464.00									63,464.00	
39	Seeding		22,057.00									22,057.00	
40	Concrete												
41	Cast In Place Concrete												
42	Material	030150	96,210.00	70%	67,347.00		9,621.00		10%	76,968.00		19,242.00	3,848.41
43	Labor		140,000.00	70%	98,000.00		14,000.00		10%	112,000.00		28,000.00	5,600.00
44	Equipment		18,000.00	70%	12,600.00		1,800.00		10%	14,400.00		3,600.00	720.00
45	Textured Concrete Coating		10,000.00									10,000.00	
46	Concrete Paving												
47	Material		67,000.00									67,000.00	
48	Labor		113,000.00									113,000.00	
49	Equipment		14,850.00									14,850.00	
50	Concrete Floor Finishes		12,850.00									12,850.00	
51	Precast Concrete												
52	Wall Panels		319,150.00	2%	6,500.00		280,735.00		88%	287,235.00		31,915.00	14,361.75
53	Hollow Core Deck		171,850.00	3%	5,000.00		149,665.00		87%	154,665.00		17,185.00	7,733.25
54	Masonry												
55	Masonry												
56	Material Block	040325	130,000.00				65,000.00		50%	65,000.00		65,000.00	3,250.00
57	Material Brick		75,000.00									75,000.00	
58	Labor		285,000.00				114,000.00		40%	114,000.00		171,000.00	5,700.00
59	Equipment		36,839.00				14,735.60		40%	14,735.60		22,103.40	736.78
60	Metals												
61	Structural Steel Materials	050353	448,274.00	2%	8,965.48		349,653.72		78%	358,619.20		89,654.80	17,930.96
62	Metal Hand Rails		87,000.00	2%	1,740.00		11,310.00		13%	13,050.00		73,950.00	652.50
63	Structural Steel and Precast Erect.	050350	287,854.00	2%	5,757.08		11,514.16		4%	17,271.24		270,582.76	863.56
64	Carpentry												
65	Rough Carpentry												
66	Material	060400	24,217.00	6%	1,338.35					1,338.35		22,878.65	66.92
67	Labor		35,000.00									35,000.00	
68	Equipment		3,500.00									3,500.00	
69	Wood Casework												
70	Material	060408	32,350.00									32,350.00	
PAGE TOTALS			\$2,519,523.00		\$207,247.91		\$591,634.48		41%	\$1,229,282.39		\$1,290,240.61	\$61,464.13
REGULAR ITEM TOTALS			\$7,059,000.00		\$879,686.39		\$873,600.99		18%	\$2,183,687.38		\$4,875,312.62	\$109,184.40
CHANGE ORDERS			\$37,932.00				\$37,932.00		100%	\$37,932.00			\$1,896.60
GRAND TOTALS			\$7,096,932.00		\$879,686.39		\$911,532.99		19%	\$2,221,619.38		\$4,875,312.62	\$111,081.00

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 In tabulations below, amounts are stated to the nearest dollar.
 Use Column L on Contracts where variable retainage for line

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D SCHEDULED VALUE		E PREVIOUS APPLICATION		F G H COMPLETED THIS MONTH			I J K TOTAL COMPLETE AND		L M BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED AMOUNT	COMPLETE	BALANCE	RETAINAGE
71	Labor		32,130.00									32,130.00	
72	Countertops		7,500.00									7,500.00	
73	Thermal Moisture & Protection												
74	Water Proofing	070476	40,000.00										
75	Thermal Insulation	070478	42,236.00	4%	1,600.00		22,400.00	56%		24,000.00	60%	16,000.00	1,200.00
76	Membrane Roofing											42,236.00	
77	Material	070480	206,864.00									206,864.00	
78	Labor		100,246.00									100,246.00	
79	Equipment		20,000.00									20,000.00	
80	Caulking & Firestopping		37,250.00									37,250.00	
81	Doors & Windows	070477											
82	Metal Frames & Wood Doors												
83	Hollow Metal Frames	080502	17,144.00				11,143.60	65%		11,143.60	65%	6,000.40	557.18
84	Doors		20,000.00									20,000.00	
85	Hardware		37,800.00									37,800.00	
86	Labor		15,000.00				3,000.00	20%		3,000.00	20%	12,000.00	150.00
87	Aluminum Glazing Panels												
88	Material	080500	215,000.00	2%	4,850.44		20,949.56	10%		25,800.00	12%	189,200.00	1,290.00
89	Labor		211,000.00	4%	7,500.00		3,050.00	1%		10,550.00	5%	200,450.00	527.50
90	Equipment		16,000.00									16,000.00	
91	Skylights	080506	96,870.00										
92	Colling Door		2,200.00				19,374.00	20%		19,374.00	20%	77,496.00	968.70
93	Finishes												
94	Light Gage Steel Stud Framing	090552	48,975.00									48,975.00	
95	Gypsum Wallboard	090550	19,300.00									19,300.00	
96	Tiling												
97	Material	090575	18,000.00									18,000.00	
98	Labor		23,927.00									23,927.00	
99	ACT												
100	Material	090564	16,000.00									16,000.00	
101	Labor		45,065.00									45,065.00	
102	Sound Panels		19,000.00									19,000.00	
103	Studio Hardwood Floor		12,240.00									12,240.00	
104	Wood Athletic Floor												
105	Material	090563	22,500.00									22,500.00	
PAGE TOTALS			\$1,342,247.00	1%	\$13,950.44		\$79,917.16	6%		\$93,867.60	7%	\$1,248,379.40	\$4,693.38
REGULAR ITEM TOTALS			\$7,059,000.00	12%	\$879,686.39		\$873,600.99	18%		\$430,400.00	31%	\$1,248,379.40	\$4,693.38
CHANGE ORDERS													
GRAND TOTALS			\$7,059,000.00	12%	\$879,686.39		\$873,600.99	19%		\$430,400.00	31%	\$1,248,379.40	\$4,693.38

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 Use Column L on Contracts where variable retainage for line

CONTRACT DATE: 04/01/2019 FROM: 04/30/2019 TO: 04/30/2019
 APPLICATION NO: 05
 INVOICE NO: 000641
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D SCHEDULED VALUE		E PREVIOUS APPLICATION		G COMPLETED THIS MONTH			J TOTAL COMPLETE AND STORED TO DATE		L BALANCE TO FINISH	
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
106	Labor		59,920.00									59,920.00	
107	Resilient Floor, Carpet, Turf	090561	25,654.00									25,654.00	
108	FRP	090367	524.00									524.00	
109	Painting												
110	Material	090565	28,000.00									28,000.00	
111	Labor		71,800.00									71,800.00	
112	Equipment		4,000.00									4,000.00	
113	Specialties												
114	Specialties Materials	100600	34,200.00									34,200.00	
115	Labor		9,797.00									9,797.00	
116	Equipment												
117	Gym Equipment Material	110640	45,000.00									45,000.00	
118	Gym Equipment Labor		47,700.00									47,700.00	
119	Finishes												
120	Blinds Material	120680	18,120.00									18,120.00	
121	Blinds Labor		20,000.00									20,000.00	
122	Special Construction												
123	Climbing Wall Material	130700	55,000.00									55,000.00	
124	Climbing wall Labor		37,405.00									37,405.00	
125	Elevators												
126	Passenger Elevator Material	140755	38,000.00					3,800.00		10%	3,800.00	34,200.00	190.00
127	Passenger Elevator Labor		45,990.00									45,990.00	
128	Mechanical												
129	Plumbing and Piping	150760	53,988.00		8,098.20	15%	13,497.00			25%	21,595.20	32,392.80	1,079.76
130	Labor		100,265.00		15,039.75	15%	15,039.75			15%	30,079.50	70,185.50	1,503.98
131	Plumbing Fixtures		38,000.00									38,000.00	
132	Labor		29,650.00									29,650.00	
133	HVAC Piping		41,300.00									41,300.00	
134	HVAC Equipment		34,000.00									34,000.00	
135	Labor		37,500.00									37,500.00	
136	Geo Thermal Well Field		50,000.00		1,500.00	3%	38,500.00			77%	40,000.00	10,000.00	2,000.00
137	Labor		37,000.00		1,110.00	3%	28,490.00			77%	29,600.00	7,400.00	1,480.00
138	HVAC Sheetmetal		290,850.00									290,850.00	
139	Labor		184,000.00									184,000.00	
140	Insulation		45,600.00									45,600.00	
PAGE TOTALS			\$1,483,263.00		\$25,747.95	2%	\$99,326.75			7%	\$125,074.70	\$1,358,185.30	\$6,253.74
REGULAR ITEM TOTALS			\$7,059,000.00		\$879,686.39	12%	\$873,600.99	\$430,400.00		18%	\$2,183,687.38	\$4,875,312.62	\$109,184.40
CHANGE ORDERS			\$37,932.00		\$37,932.00	100%	\$37,932.00			100%	\$37,932.00	\$1,896.60	
GRAND TOTALS			\$7,096,932.00		\$879,686.39	12%	\$911,532.99	\$430,400.00		19%	\$2,221,619.38	\$4,875,312.62	\$111,081.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certification is attached.
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 Use Column L on Contracts where variable retainage for line

APPLICATION NO: 05
 INVOICE NO: 000641
 PROJECT NO: 54086
 ARCHITECT PROJECT NO:

CONTRACT DATE: 04/01/2019
 FROM: 04/30/2019
 TO: 04/30/2019

ITEM NO	DESCRIPTION OF WORK	BILLING CODES	D		E		F		G		H		I		J		K		L		M
			AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED MATERIALS											
141	Controls		45,800.00																		
142	Test and Balance		7,715.00																		
143	Mobilization/ Permits		24,385.00	100%	24,385.00	100%															
144	Sprinkler	150766	59,305.00																		
145	Electrical																				
146	Mobilization	160800	3,000.00	100%	3,000.00	100%															
147	Temporary Power		7,000.00	75%	5,250.00	75%															
148	Trenching Boring & Pole Bases		35,750.00	50%	17,875.00	50%															
149	Power Distribution Materials		43,650.00	10%	4,365.00	10%															
150	Labor		41,000.00	10%	4,100.00	10%															
151	VFD Materials		4,700.00																		
152	Branch Circuits Material		38,000.00																		
153	Labor		54,000.00																		
154	Lighting Material		100,200.00																		
155	Labor		85,000.00																		
156	Telecom Material		20,750.00																		
157	Labor		35,000.00																		
158	AV Material/Labor		117,500.00																		
159	Fire Alarm Material		21,500.00																		
160	Labor		19,000.00																		
161	Equipment		8,600.00																		
162																					
163																					
164																					
165																					
166																					
167																					
168																					
169																					
170																					
171																					
172																					
173																					
174																					
175																					
PAGE TOTALS			\$771,855.00	8%	\$58,975.00	8%	\$46,122.50														
REGULAR ITEM TOTALS			\$7,059,000.00	12%	\$879,686.39	12%	\$673,600.99	\$430,400.00													
CHANGE ORDERS			\$37,932.00		\$37,932.00		\$37,932.00														
GRAND TOTALS			\$7,096,932.00	12%	\$879,686.39	12%	\$911,532.99	\$430,400.00													

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACT DATE: 04/01/2019 APPLICATION NO:
 Contractor's signed Certification is attached. FROM: 04/30/2019 INVOICE NO:
 In tabulations below, amounts are stated to the nearest dollar. TO: ARCHITECT PROJECT NO:
 Use Column L on Contracts where variable retainage for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	SCHEDULED VALUE		PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE		BALANCE	RETAINAGE
				AMOUNT	PERCENT COMPLETE	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE		
1	CO#01	0001		37,932.00				37,932.00			37,932.00	100%		1,896.60
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
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CHANGE ORDER TOTAL														
REGULAR ITEMS TOTALS														
GRAND TOTALS														

MODIFIED AIA G703 - 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 \$1,274,836.32 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 Buresh 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, 2019, 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 Construction, Inc.	
Name(typed)	Title(typed)
Amy DeMeulenaere	Controller
Signature	Date(mo,day,yr)
	04/29/2019

STATE OF IOWA

COUNTY OF BENTON

On this 29 day of April,2019, before me personally appeared _____ who being by me duly sworn, did depose and say that he is the _____ 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: \$24,809.19
payable to: Decker Concrete, Inc.

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 18, 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: April 30, 2019
Company: Decker Concrete, Inc.
Signature: Sharon Cable
By (Name): Sharon Cable
Title: Decker Office Mgr.

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

RECEIVED

APR 29 2019

BOWKER MECHANICAL
CONTRACTORS, L.L.C.

Upon receipt by the undersigned of a
check from: Garling Construction, Inc.
in the sum of: \$97,911.75
payable to: Bowker Mechanical

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 18, 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: 4-29-2019

Company: Bowker Mechanical

Signature:

By (Name):

Barbara Wall

Title:

Accounting

18m.0261

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a
check from: Garling Construction, Inc.
in the sum of: \$37,050.00
payable to: Hawkeye Electric

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 19, 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: 4/29/19
Company: Hawkeye Electric
Signature: Leeann S. Moore
By (Name): Leeann Moore
Title: AR Accounting

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a
check from: Garling Construction, Inc.
in the sum of: \$290,763.35

payable to: Briese Iron Works, Inc

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 23, 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:

4/22/19

Company:

Briese Iron Works, Inc

Signature:

[Handwritten Signature]

By (Name):

Jo Buresh

Title:

JP

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a
check from: Garling Construction, Inc.
in the sum of: \$63,200.65

payable to: Randy Roussel Masonry Inc

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, LA 52314

to the following extent.

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

furnished to: Garling Construction, Inc.

through: April 19, 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:

4-29-19

Company:

Randy Roussel Masonry Inc

Signature:

Lynne Roussel

By (Name):

Lynne Roussel

Title:

Vice-President

o

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a
check from: Garling Construction, Inc.
in the sum of: \$11,025.85
payable to: Cedar Valley Steel Inc

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 23, 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:

4-29-19

Company:

Cedar Valley Steel Inc

Signature:

Michele Means

By (Name):

Michele Means

Title:

afp

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt by the undersigned of a
check from: Garling Construction, Inc.
in the sum of: \$48,277.48
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: April 15, 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: 4.30.19
Company: SCHRADER EXCAVATING
Signature: Shane A. Schrader
By (Name): Shane A. Schrader
Title: President



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

4/18/2019

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

AGENCY Friedman Insurance, Inc. PO Box 759 Dubuque, IA 52004-0759		PHONE (A/C, No, Ext): 563-556-0272	COMPANY United Fire & Casualty P.O. Box 73909 Cedar Rapids, IA 52407-3909	
FAX (A/C, No): 563-556-4425	E-MAIL ADDRESS: schlueters@friedman-group.com			
CODE: AGENCY CUSTOMER ID #: ADVAPRE-02	SUB CODE:			
INSURED Advanced Precast Company, Inc. 2330 Commerce Ct Dyersville, IA 52040		LOAN NUMBER	POLICY NUMBER 60476120	
		EFFECTIVE DATE 04/27/2019	EXPIRATION DATE 04/27/2020	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Project: Lester Buresh

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Property of Others including Stored Material at 2330 Commerce Ct, Dyersville, IA 52040					371,000	2,500

REMARKS (Including Special Conditions)

Garling Construction, Inc. and Their Employees are listed as Additional Insureds per this Project: Lester Buresh Family Community Wellness Center, 855 Palisades Dr. SW, Mount Vernon, IA 52314.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			

AGENDA ITEM # J - 5

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

DATE:	May 6, 2019
AGENDA ITEM:	Change Order #10 - LBFCWC
ACTION:	Motion

SYNOPSIS: COR #10 is in the amount of \$2,120.58. From the Architect, this COR is:

“Revised detail at edge of slab into opening (Stair and climbing wall) to allow for a better termination of the resilient flooring and provide “Toe-kick” to help stop something rolling over the edge. Before, the top of tube was flush with floor. Cost for additional tube depth and additional welding. We recommend accepting this COR. I am requesting additional break-out for the steel labor, but scope was confirmed in line with expectations.”

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #10

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



GARLING
CONSTRUCTION, INC.

General Contractors

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

COR #. **0010**

Date	Thursday, April 11, 2019
Project: Lester Buresh Family Community Wellness Center	
ITC #15 Cost Changes from Briese	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00010	Briese				1700.000	5.0000	\$1,785.00
00010	Garling PM Labor	Labor Expense	4.000	70.000	280.000	5.0000	\$294.00
00010	Bond 2%	Other Expense			41.580	0.0000	\$41.58

PROPOSAL SUMMARY	
	\$1,785.00
Labor Expense	\$294.00
Other Expense	\$41.58
Net Costs	\$2,120.58
Proposal Total	\$2,120.58

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

PM: x _____ Date: _____

Brian L Ridge, Project Manager

Briese Iron Works, Inc

7010 Dresser Dr NE
Rochester, MN 55906
Phone: (507) 288-3499
Fax: (507) 252-5029

Request for Change Order

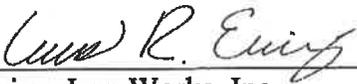
To: Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208
Project: Lester Buresh Wellness Center

RFC No: 18129-03
Date: 3/16/2019
Description: Changes per ITC 015 results in an add of \$1,700.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$1,700.00 will be added to the contract price.

Original Contract	\$465,830.05
Other Approved Change Orders	\$0.00
Total Contract to Date	\$465,830.05
This Request	\$1,700.00
Other Pending Requests	\$1,050.00
Total Contract plus Pending RFCs	\$468,580.05

Authorized Signature:  Date: 03/16/2019
Briese Iron Works, Inc

Authorized Signature: _____ Date: _____
Garling Construction, Inc.



INSTRUCTION TO CONTRACTOR

ITC-015

Project: Lester Buresh Family Community Wellness Center

Project Number: 17401000

Client: City of Mount Vernon

General Contractor: Garling Construction

Project Location: Mount Vernon, Iowa

Date: February 21, 2019

Title: ITC-015 – HSS at Slab Edge

Description: Revise top tube height at slab edges to provide flooring termination and toe kick.

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

The following instruction is issued to:

- Clarify drawings, specifications and/or material selection
- Request a Change Authorization Request for Owner's further consideration
- Transmit documents for incorporation into the contract, subject to the last paragraph below.

APPLICABLE TO THE DRAWINGS

- ITEM #1 SHEET S102 – LEVEL TWO FRAMING PLAN
A. CHANGE HSS 12 x 2 x 1/4 TO HSS 10 x 2 x 1/4 + HSS 3 x 2 x 1/4
- ITEM #2 SHEET S501 – STRUCTURAL DETAILS
A. REVISE Sections 26,27 & 29

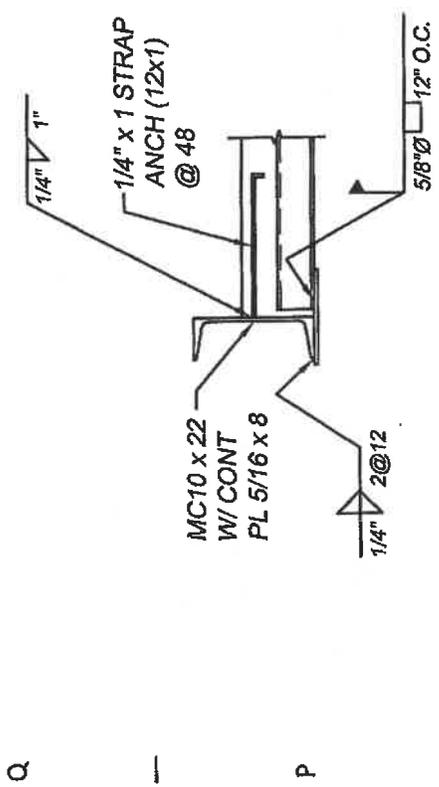
Associated RFI: None

Attachments: S102, S501

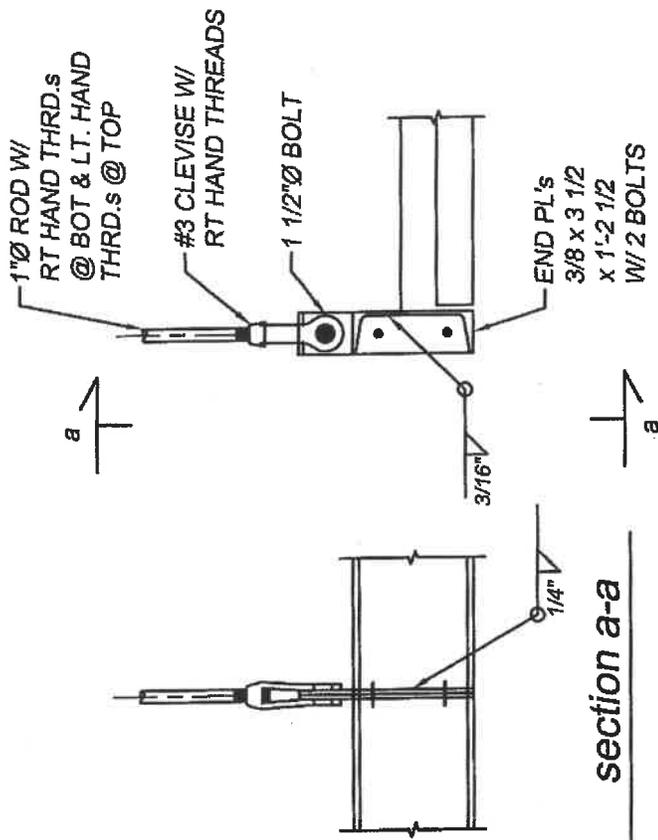
Lynn Boettcher
M2B Structural Engineers

BRIESE

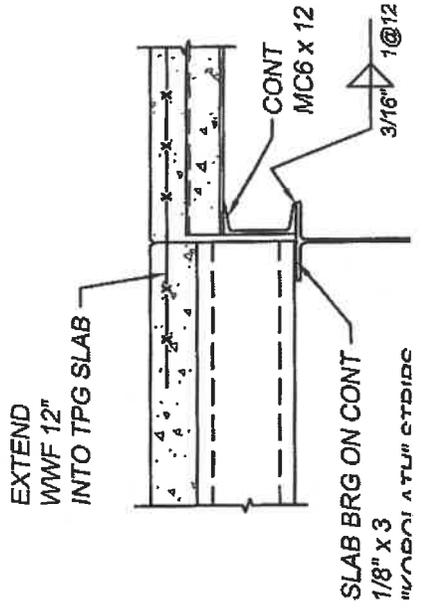
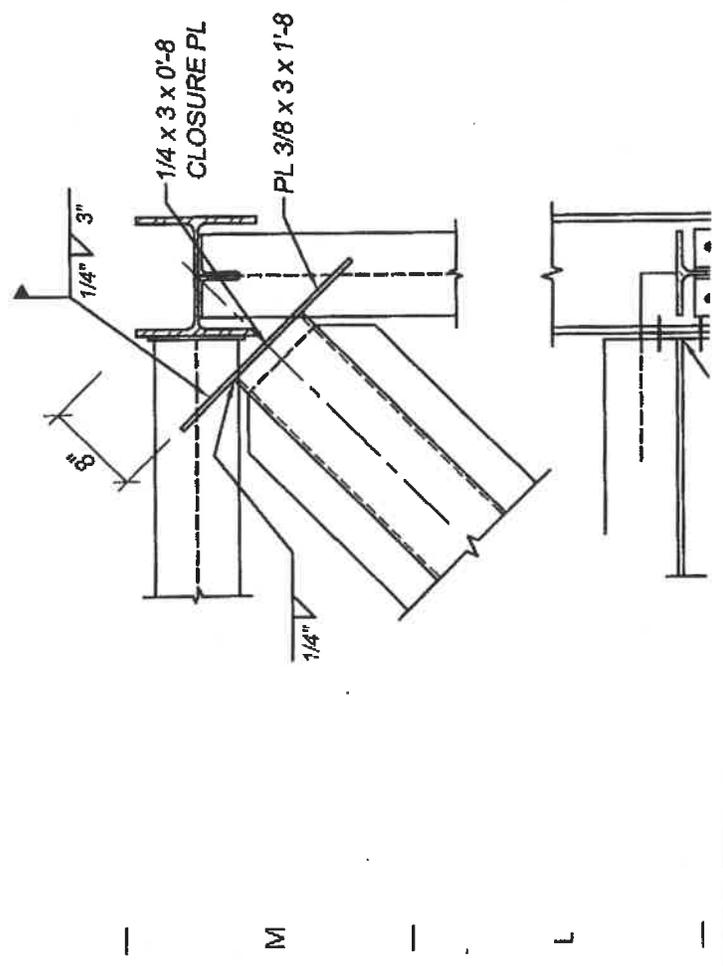
1 2 3 4 5 6



1 SECTION
SCALE: 3/4" = 1'-0"



2 SECTION
SCALE: 3/4" = 1'-0"



SECTION
SCALE: 3/4" = 1'-0"

AGENDA ITEM # J - 6

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

DATE: May 6, 2019

AGENDA ITEM: Change Order #11 - LBFCWC

ACTION: Motion

SYNOPSIS: COR #11 is in the amount of \$1,167.72. This was for an additional electrical connection to operate a divider curtain in the lounge/all-purpose space.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #11

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



Change order authorization

Job: Lester Buresh Wellness
 Work: _____

Change #
16
Sheet <u>1</u>
of <u>1</u>
DATE
3/15/19

	Material/ Description	Qty	Mat'l Price	Mat'l Ext.	Labor Ext.
1	3/4" EMT	100	\$62.06	\$62.06	5.00
2	3/4" EMT CONN	2	\$0.28	\$0.56	0.00
3	3/4" EMT COUP	10	\$0.35	\$3.50	0.00
4	3/4" EMT HANGER	14	\$0.32	\$4.48	0.00
5				\$0.00	0.00
6	4" SQ BOX	1	\$0.74	\$0.74	0.00
7	4" SQ BLANK COVER	1	\$0.29	\$0.29	0.00
8				\$0.00	0.00
9	#12 THHN-THWN	240	\$109.71	\$26.33	0.96
10	#12 THHN-THWN GREEN	120	\$109.71	\$13.17	0.48
11				\$0.00	0.00
12	CONN GYM DIVIDER	1	\$10.00	\$10.00	1.00
13	1/2" FLEX	5	\$0.45	\$2.25	0.00
14	1/2" FLEX CONN	2	\$0.40	\$0.80	0.00
15				\$0.00	0.00
16				\$0.00	0.00
17				\$0.00	0.00
18				\$0.00	0.00
19				\$0.00	0.00
20				\$0.00	0.00
21				\$0.00	0.00
22				\$0.00	0.00
23				\$0.00	0.00
24				\$0.00	0.00
25				\$0.00	0.00
26				\$0.00	0.00
27				\$0.00	0.00
28				\$0.00	0.00
29				\$0.00	0.00
30				\$0.00	0.00
31				\$0.00	0.00
32				\$0.00	0.00
33				\$0.00	0.00
34				\$0.00	0.00
35				\$0.00	0.00
36				\$0.00	0.00
37				\$0.00	0.00
38				\$0.00	0.00
39				\$0.00	0.00
40				\$0.00	0.00
			Total Mat'l, this page:	\$124.18	7.44

\$	-	Sub Cont Quote
\$	-	Sub Mark Up
		\$124.18 Material
		\$8.69 Tax
		\$104.56 OH/P
		\$572.88 Labor
		<u>\$810.31</u>

Change order

Authorized signature, proceed

Please print



INSTRUCTION TO CONTRACTOR

ITC-016

Project: Lester Buresh Family Community Wellness Center

Project Number: 17401000

Client: City of Mount Vernon

General Contractor: Garling Construction

Project Location: Mount Vernon, Iowa

Date: March 1, 2019

Title: ITC-016 – Gym Divider Curtain

Description: Clarify Gym Divider Curtain Electrical Connection.

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

The following instruction is issued to:

- Clarify drawings, specifications and/or material selection
- Request a Change Authorization Request for Owner's further consideration
- Transmit documents for incorporation into the contract, subject to the paragraph above.

APPLICABLE TO THE DRAWINGS

ITEM #1 SHEET E211 – LEVEL 1 POWER PLAN

- A. Refer to north side of All-Purpose 113: **ADD** a 120V connection for a gym divider curtain, D-1. Wire back to the gym equipment control relay panel in Mech 211.

ITEM #2 SHEET E500 – ELECTRICAL SCHEMATIC RISER INFORMATION

- A. Equipment Schedule: **MODIFY** Gym Divider curtain, D-1 to include note 2 in the remarks.

Associated RFI: none

Attachments: none

Jonathan Gettler
Design Engineers

AGENDA ITEM # J - 7

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

DATE:	May 6, 2019
AGENDA ITEM:	Change Order #13 - LBFCWC
ACTION:	Motion

SYNOPSIS: COR #13 is in the amount of \$4,369.68. From the Architect, this COR is:

“This is a similar detail to COR 10 above. We have 1’ returns on either side of the CMU walls at the rock wall and the stair. Structural did not have the same tube detail at these locations as intended. The tube detail is needed for railing attachment and flooring termination. We are requesting break-out pricing, but the scope is in line with expectations from Structural add.”

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #13

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



GARLING
CONSTRUCTION, INC.

General Contractors

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

COR #. 0013

Date	Thursday, April 11, 2019
Project:	Lester Buresh Family Community Wellness Center
Cost Changes Per ITC #19 from Briese Iron Works	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00013	Briese				3800.000	5.0000	\$3,990.00
00013	Garling PM	Labor Expense	4.000	70.000	280.000	5.0000	\$294.00
00013	Bond 2%	Other Expense			85.680	0.0000	\$85.68

PROPOSAL SUMMARY	
	\$3,990.00
Labor Expense	\$294.00
Other Expense	\$85.68
Net Costs	\$4,369.68
Proposal Total	\$4,369.68

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

PM: x _____ Date: _____

Brian L Ridge, Project Manager

Briese Iron Works, Inc

7010 Dresser Dr NE
Rochester, MN 55906
Phone: (507) 288-3499
Fax: (507) 252-5029

Request for Change Order

To: Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208
Project: Lester Buresh Wellness Center

RFC No: 18129-04
Date: 3/16/2019
Description: Changes per ITC 019 results in an add of \$3,800.00. (Note: changes made are figured at south side of both openings on sheet S102 between grids G and H)

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,800.00 will be added to the contract price.

Original Contract	\$465,830.05
Other Approved Change Orders	\$0.00
Total Contract to Date	\$465,830.05
This Request	\$3,800.00
Other Pending Requests	\$2,750.00
Total Contract plus Pending RFCs	\$472,380.05

Authorized Signature:  Date: 03/16/2019
Briese Iron Works, Inc

Authorized Signature: _____ Date: _____
Garling Construction, Inc.



INSTRUCTION TO CONTRACTOR

ITC-019

Project: Lester Buresh Family Community Wellness Center

Project Number: 17401000

Client: City of Mount Vernon

General Contractor: Garling Construction

Project Location: Mount Vernon, Iowa

Date: March 11, 2019

Title: ITC-019 – Pour Stop Tubes

Description: Add tubes adjacent to CMU at openings to provide consistent pour stop and attachment for railing.

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

The following instruction is issued to:

- Clarify drawings, specifications and/or material selection
- Request a Change Authorization Request for Owner's further consideration
- Transmit documents for incorporation into the contract, subject to paragraph above.

APPLICABLE TO THE DRAWINGS

ITEM #1 SHEET S102 – LEVEL TWO FRAMING PLAN

A. ADD Section Mark @ Grid G for Slab Edge

ITEM #2 SHEET S501 – STRUCTURAL DETAILS

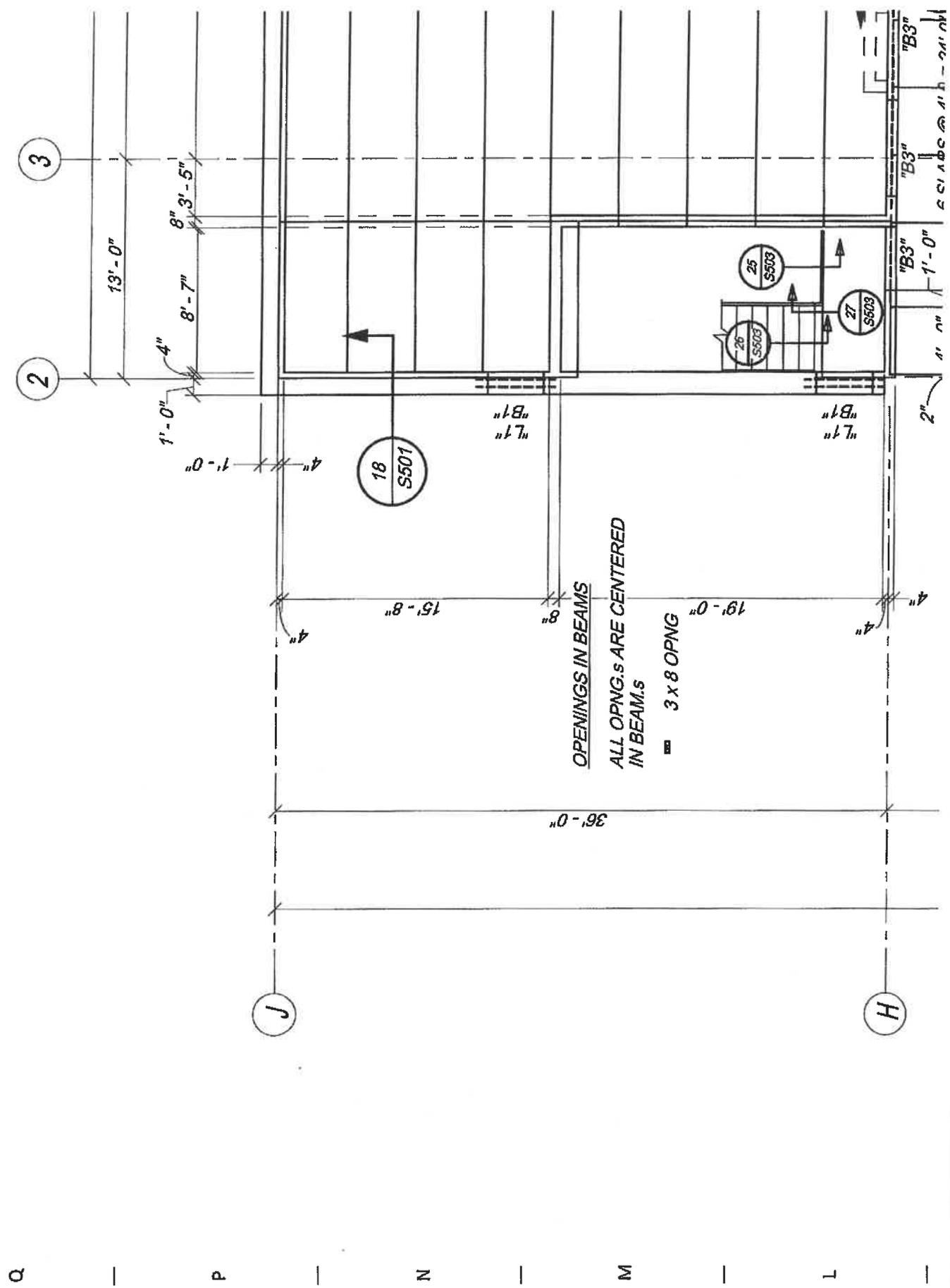
A. ADD Section 38/S501. Provide continuous weld and grind smooth exposed joint between steel HSS tubes.

Associated RFI: None

Attachments: S102,S501

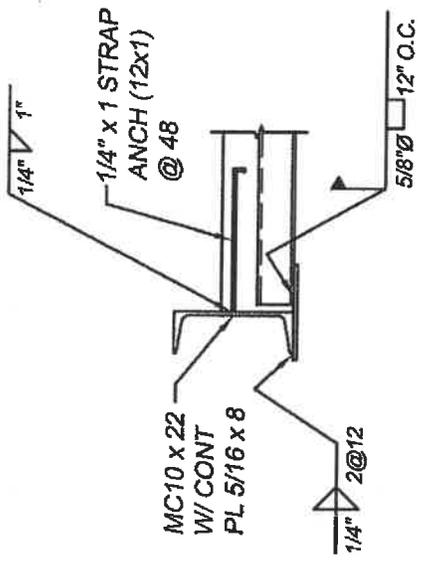
Lynn Boettcher
M2B Structural Engineers

1 2 3 4 5 6



1 2 3 4 5 6

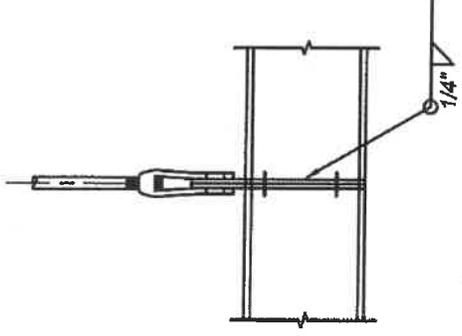
Q



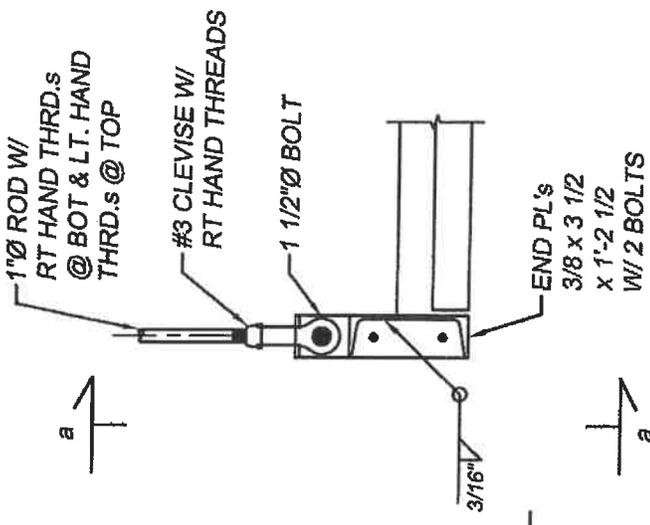
1 SECTION

S501 SCALE: 3/4" = 1'-0"

a



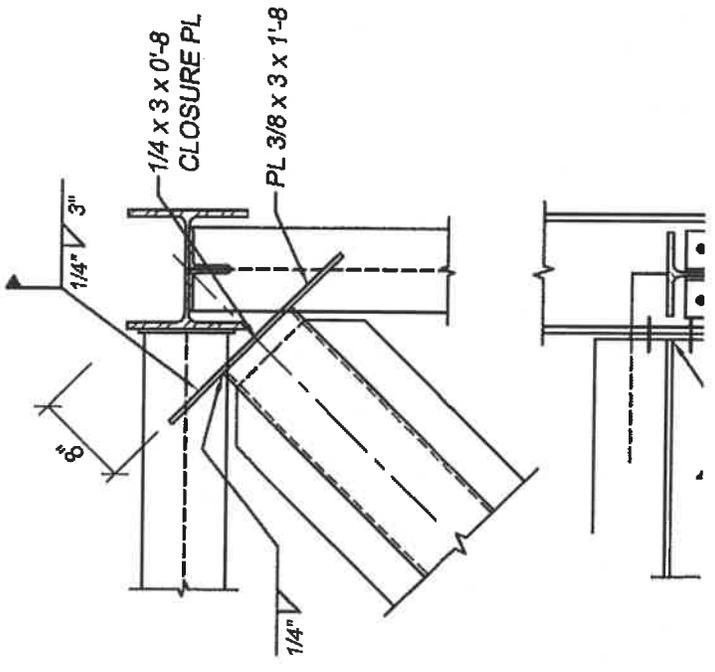
section a-a



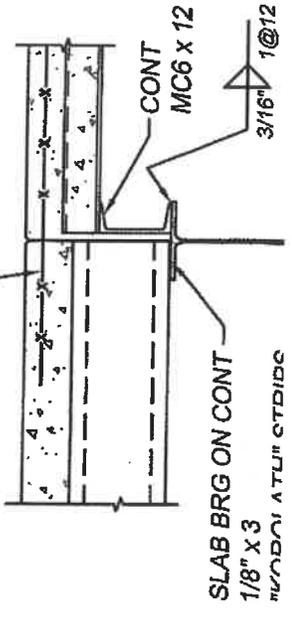
2 SECTION

S501 SCALE: 3/4" = 1'-0"

a



EXTEND WWF 12" INTO TPG SLAB



1/8" x 3

AGENDA ITEM # J - 8

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

DATE:	May 6, 2019
AGENDA ITEM:	Change Order #5 - LBFCWC
ACTION:	Motion

SYNOPSIS: COR #5 is in the amount of \$1,128.12. Formal acceptance had been waiting on additional cost breakdowns from Decker Concrete. That information has been received and we are now requesting approval. Footings in the stairwell were deepened to accommodate additional electric conduit in the area.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #5

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



GARLING CONSTRUCTION, INC.

General Contractors

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

COR #. **0005**

Date Wednesday, March 6, 2019

Project: Lester Buresh Family Community Wellness Center

ITC #6 Add Footing price from Decker, and Modify Feeder Type price From Hawkeye

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00005	Decker Concrete				350.000	5.0000	\$367.50
00005	Bond	Other Expense			22.120	0.0000	\$22.12
00005	Hawkeye Electric				533.330	5.0007	\$560.00
00005	Garling Labor	Labor Expense			170.000	5.0000	\$178.50
00005							

PROPOSAL SUMMARY

	\$927.50
Other Expense	\$22.12
Labor Expense	\$178.50
Net Costs	\$1,128.12

Proposal Total \$1,128.12

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

PM: x _____ Date: _____

Brian L Ridge, Project Manager

DECKER CONCRETE, INC. | 2019

2335 Ind. Pkwy SW
Dyersville, IA 52040
Phone: (563) 875-2557
Fax: (563) 875-2084
www.deckerconcreteinc.com

Project: Lester Buresh Wellness Center

Change Order #1

To: Garling Construction

RE: ITC#6- Add 5 sticks extra rerod (\$25), 2 yds extra concrete (\$219), and 2 hours extra labor(\$106) for stepdown in ftg for conduit =\$350

Original contract:	\$264,210.00
Net change by previous change orders	\$0
Contract sum prior to this change order	\$264,210.00
Total approved change order	\$350.00
REVISED CONTRACT AMOUNT:	\$264,560.00

Signed:



Mike Decker

Decker Concrete

Date: 2/15/2019

Signed:

Garling Construction

By:

Date:

AGENDA ITEM # J - 9

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

DATE: May 6, 2019

AGENDA ITEM: Possible Change Order – Climbing Wall

ACTION: Motion

SYNOPSIS: I am waiting on the formal change order request, but the cost is going to be higher than the \$10,000 limit established for the Mayor. The current climbing wall was specified for 20 feet in height. The City was able to include the skylight alternative when the original bid was submitted, which has allowed the climbing wall to increase its height. The cost associated with increasing the wall height four feet will be just over \$12,000 plus labor. I will let Matt speak to the merits of the additional four feet at the meeting. Purchasing and lead time is the reason for bringing the request forward without formal documentation (although I hope to have a definitive number by Monday).

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

AGENDA ITEM # J - 10

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

DATE:	May 6, 2019
AGENDA ITEM:	Set Public Hearing Date
ACTION:	Motion

SYNOPSIS: The public notice to set a public hearing date for budget amendment #1 is included with this report. The City had previously approved budget amendment #1, but included the wrong date on the state form (they subsequently denied the amendment). Instead of bringing that amendment back (knowing we would have to complete a 2nd amendment), staff decided to include the remaining items and bring one amendment to Council.

BUDGET ITEM: Various Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Notice

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET**

The City Council of Mount Vernon in LINN County, Iowa
will meet at City Hall Council Chambers
at 6:30 p.m. on 5/20/2019
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	1,766,009	12,500	1,778,509
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	1,766,009	12,500	1,778,509
Delinquent Property Taxes	4	0		0
TIF Revenues	5	600,000		600,000
Other City Taxes	6	803,458		803,458
Licenses & Permits	7	55,450		55,450
Use of Money and Property	8	89,805	63,000	152,805
Intergovernmental	9	1,148,859	-171,857	977,002
Charges for Services	10	2,090,400	38,500	2,128,900
Special Assessments	11	5,000		5,000
Miscellaneous	12	762,600	725,225	1,487,825
Other Financing Sources	13	7,100,000	-1,749,000	5,351,000
Transfers In	14	1,625,025		1,625,025
Total Revenues and Other Sources	15	16,046,606	-1,081,632	14,964,974
Expenditures & Other Financing Uses				
Public Safety	16	964,290	597,000	1,561,290
Public Works	17	537,108	33,000	570,108
Health and Social Services	18	0		0
Culture and Recreation	19	569,070	122,143	691,213
Community and Economic Development	20	79,820	8,200	88,020
General Government	21	620,895	-30,000	590,895
Debt Service	22	970,766	104,000	1,074,766
Capital Projects	23	8,680,500	-3,850,000	4,830,500
Total Government Activities Expenditures	24	12,422,449	-3,015,657	9,406,792
Business Type / Enterprises	25	1,827,916	50,000	1,877,916
Total Gov Activities & Business Expenditures	26	14,250,365	-2,965,657	11,284,708
Transfers Out	27	1,625,025		1,625,025
Total Expenditures/Transfers Out	28	15,875,390	-2,965,657	12,909,733
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	171,216	1,884,025	2,055,241
Beginning Fund Balance July 1	30	7,191,324		7,191,324
Ending Fund Balance June 30	31	7,362,540	1,884,025	9,246,565

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

EXPENSES: Public Safety is increasing due to Fire truck purchase, Public Works is increasing due to unanticipated engineering expense and street sealcoating, Culture & Rec increase for salary adjustment, Grant expense, CIP decrease due to timing of expense, Land purchase

REVENUES: Increase in Wellness Center and K9 donations, Withdraw grant application, New construction connections fees, Decrease Other Financing Sources due to debt being issued in FY20, not FY19, State grant.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Sue Ripke

City Clerk/ Finance Officer Name

AGENDA ITEM # J - 11

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

DATE:	May 6, 2019
AGENDA ITEM:	Amendment #3 – OPN Architects
ACTION:	Motion

SYNOPSIS: I am pleased to announce that the City received a \$100,000 grant from Wellmark to construct a trail network in and around the wellness center site (some of the trail is on jointly owned property). This amendment allows the existing design team to create construction documents, and possibly add this project to the current scope of work for the LBFCWC project. The additional design work is estimated at \$9,600.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Amendment #3

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



AIA[®]

Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 03

TO: City of Mount Vernon
(Owner or Owner's Representative)

In accordance with the Agreement dated: April 25, 2017

BETWEEN the Owner:
(Name and address)
City of Mount Vernon
606 2nd Avenue South
Mount Vernon, Iowa 52314

and the Architect:
(Name and address)
OPN Architects, Inc.
24 1/2 S. Clinton Street, Suite 1
Iowa City, Iowa 52240

for the Project:
(Name and address)
Mount Vernon Community/Recreation Facility
OPN Project #17401000

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As follows:

Add design services for additional scope including site survey and design for rough grading of trail extension. Survey will include property line/boundary research, utility locating, topo survey, and base map. Trail grading design does not include plans or details for full trail construction, but is grading only. Landscaping, lighting, and amenities design are excluded..

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
Add Site Survey = \$2,000
Add Trail Design = \$7,600
Total Fee Amendment = \$9,600

Time:
TBD

SUBMITTED BY:

AGREED TO:

(Signature)

Justin Bishop, Associate Principal

(Printed name and title)

(Date)

(Signature)

Jamie Hampon, Mayor

(Printed name and title)

(Date)

AGENDA ITEM # J - 12

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

DATE:	May 6, 2019
AGENDA ITEM:	Loader Purchase
ACTION:	Motion

SYNOPSIS: Please see the memo from Nick Nissen regarding the purchase of a John Deere 524LXT Wheel Loader. Staff has completed extensive research on the purchase of this long term piece of equipment, including multiple "test drives" of equipment.

BUDGET ITEM: RUT, Sewer, WW, Garbage

RESPONSIBLE DEPARTMENT: Public Works

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

Memo

To: Mayor and Council

From: Nick Nissen

Date: 4/30/19

Re: Loader Purchase

City staff has been exploring options for purchasing a Front-End Wheel Loader. This loader will be used for operations currently and in the future. As you are aware the city will be taking over the leaf collection program this fall. Part of this program will be the disposing of leaves. The plan for disposal is composting these leaves on site. The compost process will comprise of turning the leaves 1-2 times a week to help in the decomposition process. Having a loader with a 4-yard bucket to do this will aid in the process immensely. Currently the largest bucket the city owns is a 1.25-yard bucket on a tractor backhoe. Researching surrounding communities has shown most currently use a loader to turn compost. DeWitt, Maquoketa, Center Point and North Liberty all turn compost with a 4 to 5-yard light material bucket on a front-end loader.

This light material bucket will also be used during snow removal allowing crews to haul away the snow piles from the uptown district much more efficiently than we have in the past. This year crews were able to use a rented front-end loader with a 2.5-yard bucket that cut our hauling and loading time in half compared to years past.

Besides compost and snow removal staff believes this loader will also be used in cleanup of parking areas around town. The city does have a street sweeper that does a good job. The street sweeper is better designed for cleaning gutter/curb lines. Parking lots will be done in a more efficient matter if the city were to purchase a broom attachment for the frontend loader. We believe the broom attachment would also be utilized after watermain breaks. The broom attachment on the loader will allow crews to apply more down pressure on the pavement along with spin at higher rpms than the street sweep would. This would be beneficial as most of the time watermain breaks occur during winter months and material from the excavation tends to stick to the pavement.

Other benefits would be simply loading our dump trucks the process will become much more efficient and safer. The loader will allow for better visibility and maneuverability. Should one of our dump trucks become stuck this loader would allow us to attempt to pull the dump truck out prior to calling a wrecker service. As the city has not owned a loader prior, I am sure our crews will find more and more uses for this equipment as we become more familiar with it.

City Staff is recommending the purchase of a JD 524LXT Wheel Loader. This is one size bigger than the original loader crews rented for the winter season. By stepping up a size we believe this loader will meet the city's needs for the next 10 to 15 years. The city looked at 4 different brands. John Deere offered the perfect size with the best state pricing for the circumstances the city is asking. We would like to purchase this under a 3-year lease to own agreement that allows the city to work this loader into its CIP. The lease payments are manageable in the RUT Budget for the next 3 years. Early payment is not penalized, this machine comes with a 7-year/4000-hour full warranty. Competitors had trouble matching this warranty. Staff feels very comfortable with this warranty. I have attached the cost sheet for this along with numbers from competitive companies.

2019 Doosan 250
Loader
DL250TC-5 (US10)

<i>Purchase Price</i>		36 Month Lease
\$157,652		to Purchase
Led Lights		
air suspension		
Beacon Light		
Heated Mirrors		
reversible fan		
Full Fender w/Rubber protectors	Term	36
6 year Telematics	Monthly Payment	\$ 2,821.80
7 Year/4000 hour Full Warranty	Total Monthly Payments	\$ 101,584.80
Rear View Camera	Buyout Option	\$ 80,402.52
3.5 Yard Standard Bucket		
5 Yard Light Material Bucket	Total Paid	\$ 181,987.32
60" pallet Forks	Cost to Acquire	\$ 24,335.32

2019 John Deere
524LXT
524 LXT

<i>Purchase Price</i>		36 Month Lease
\$147,900		to Purchase
Led Lights		
air suspension		
Beacon Light		
Heated Mirrors		
reversible fan		
Full Width Fender front and back	Term	36
7-year JD Link	Monthly Payment	\$ 1,715.73
7 Year/4000 hour Full Warranty	Total Monthly Payments	\$ 61,766.28
Rearview Camera separate monitor	Buyout Option	\$ 102,000.00
2.75 Yard Standard Bucket		
4 Yard Light Material Bucket	Total Paid	\$ 163,766.28
60" pallet Forks	Cost to Acquire	\$ 15,866.28



Martin Equipment
 2900 6th Steet S.W.
 Cedar Rapids, IA 52404

Quote Issued To : CITY OF MT. VERNON

MAIL INVOICES
 MT. VERNON , IA , 52314
 319-895-8742

QUOTATION

Quote # : 7001295
Issue Date : 4/24/2019
Expire Date : 5/15/2019
Est Delivery : 7/14/2019
FOB :

Quote Issued By : Burlage, Dan

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2019	JD	524LXT	(TBD)	0	256,220.00	147,900.00

524L WHEEL LOADER
 English Decals and Manuals
 Standard Wheel Loader
 John Deere PowerTech Engine
 Automatic Reversing Hydraulic Fan
 Engine Air Intake System with Centrifugal Precleaner
 Flat Black Curved Stack
 Standard Fuel Filter with Water Separator and Standard Fuel Fill
 130 amp Alternator
 15 Amp Converter
 Premium LED Work and Drive Lights
 5-Speed Powershift Transmission
 Front Hydraulically Locking Differential and Rear Conventional Differential Axles
 Manual Axle Differential Lock
 Tool Carrier Linkage
 Joystick Controls
 Three Function Hydraulics
 Hydraul Hydraulic Fluid
 Ride Control
 Premium Cab
 Cab with Air A/C Charge
 Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension
 7 inch Monitor
 Remote Powered and Heated Exterior Mirrors
 Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port
 Rear Camera
 Strobe Beacon with Left Beacon Bracket
 Left And Right Side Steps
 Steering Wheel Only
 No Payload Scale without Cycle Counter
 JDLink Ultimate 5 Year Subscription
 Full Width Front and Rear Fenders
 No Brand Preference
 Hydraulic Coupler - JRB 416 Pattern
 2.75 Cu. Yd. Bucket
 Bolt-on Cutting Edge
 60 in (1524mm) Wide Fork Frame
 60 Inch (1524mm) Construction Tines
 Rear Hitch and Counterweight
 Engine Block Heater
 Environmental Drains and Sampling Ports
 Fire Extinguisher
 20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS
 Transmission and Bottom Guards
 Slow Moving Vehicle (SMV) Emblem
 4.00 Cu. Yd. Std. Coupler Light Material w/ Cutting Edge

Total: 147,900.00

Notes

SALE PRICE INCLUDES 84 MONTH / 4,000 HOUR COP WARRANTY
MUNICIPAL LEASE: (YOU MUST BUY AT END)
24 MONTHLY PAYMENTS OF \$1,973.06 WITH A BALLOON PAYMENT OF \$111,500
ANUAL PAYMENT UP FRONT OF \$23,222.55
36 MONTHLY PAYMENTS OF \$1,715.73 WITH A BALLOON PAYMENT OF \$102,000
ANUAL PAYMENT UP FRONT OF \$21,068.96

QUOTE SUMMARY

Total Sale Price :	147,900.00
Less Trade Allowance :	0.00
Additional Taxable Items :	0.00
Subtotal:	147,900.00
Sales Tax :	0.00
Additional Nontaxable Items :	0.00
Total :	147,900.00

Acceptance Signature: _____ **Date:** _____

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.

All prices are subject to expiration of any current sales programs and incentives.



Nick Nissen

From: David Kutcher <david@rtlequipment.com>
Sent: Tuesday, April 16, 2019 3:11 PM
To: Nick Nissen
Cc: Chris Nosbisch; 'Wayne Kempf'; 'David Kutcher'
Subject: RE: 2019 DL250TC Quote

Nick,

Per your request, below please find our revised pricing. Please feel free to give me a call with any questions.

DL250TC-5 (US10)

Limited Slip Differential
Triangle 20.5R5 (L3) Radial Tires
Hyd. Load Isolation System
Rotating Beacon
LED Head Lamps
Air Suspension Seat w/ Heat
Rear View Camera
Heated Mirrors
Reversible Fan
Full Fender w/ Rubber Protectors
6 Year Subscription to Telematics
7 Year/4,000 Hour Full Warranty

Hyd. Quick Coupler - JRB Style
3.5 CU YD GP Bucket w/ BOCE
5.0 CU YD LM Bucket w/ BOCE
96" x 60" Pallet Forks

Retail Price **157,652**

Lease Options

Lease Term in Months	<u>24</u>	<u>36</u>	<u>48</u>
Monthly Rental Rate	3,673.91	2,821.80	2,417.51
Purchase Option Price	88,285.12	80,402.52	72,519.92

*2,000 Hours Per Year

Dave Kutcher
david@rtlequipment.com
319.560.1566

RTL Equipment, Inc.
1321 HWY 965 NW
Swisher, IA 52338

April 11, 2019

City of Mt. Vernon
Mt. Vernon, IA

Wheel Loader Bid

<p>2019 CASE 621G Z-Bar Wheel Loader (to be ordered)</p> <ul style="list-style-type: none"> • 5-Speed Standard Transmission • Cross Flow Engine (moves heat across & out & away, runs much cooler) • SCR Only Tier 4 Emissions system (no EGR, no DPF, no Regeneration) • Limited slip axles - front & back (climbs like a billy goat - when front wheels climb pile, back wheels push) • OUTBOARD planetaries (outboard is a much more industrial approach) • OUTBOARD multi-disk wet brakes (industrial design) • Sound Suppression Package (padding inside engine hood - featured on demo 721G) • Cab with heat & AC • Heated air-suspended fabric seat w/headrest • Operator Convenience Package - Includes a sun shades, extra left side interior mirror, seat drawer, 24-volt socket. • Cooling cube (non-stacked) mid-mount w/Reversible fan • AM/FM/WB/BT Stereo radio & customer radio ready • Joystick Loader control • 1 Aux Hydraulic Circuit (plumbed to loader arm) • Wide Fenders with full coverage & both right & left steps & platform (like demo machine) • 20.5x25 tires on 3-piece rims • JRB 416 Coupler • Heavy Counterweight • Rotating LED beacon • Right & Left heated mirrors • LED Light package (Headlights and 2 front & 2 rear work lights) • Rear-view camera • Tool box • Ride Control • Ejector type centrifugal Air precleaner • Rear Frame side covers • Skid-plate Transmission guard/cover • 3 yrs / 3000 hrs standard ProCare warranty – includes maintenance (oils, fluids, & filters) • Attachments Included <ul style="list-style-type: none"> ○ 3.0 yrd general purpose bucket w bolt on cutting edge ○ 60" Forks coupler-compatible ○ 4.5 yard light material bucket coupler-compatible 	<p>\$ 145,685 Municipal Bid Pricing</p>
<p>2019 CASE 621G XT Tool-carrier Configuration Wheel Loader (To be ordered)</p> <ul style="list-style-type: none"> • SAME CONFIG EXCEPT TOOL CARRIER CONFIG: • ACS Coupler & Attachments • Mechanical Self level - due to design of arms, bucket and/or forks remain in exactly the same position throughout the full range of the lift cycle. 	<p>\$ 150,330 Municipal Bid Pricing</p>
<p>OPTIONS</p> <ul style="list-style-type: none"> • Change to front locking differential, open rear axle (not our standard) \$ +1,630 • Add full cold weather start option package: Heavy-duty (2) 950 CCA 12V batteries, Grid heater, Fuel heater, Hydraulic oil cooler bypass, Low temperature hydraulic oil, fast-warm hydraulic valve \$ +915 • High Debris cooling system & "Plus" LED lights (two more front LED lights) \$ +1750 	

Quote is good for 30 days. Option to correct honest mistakes is reserved.



Bruce Rempe, Field Marketer
Titan Machinery
4250 Grain Lane, Center Point, IA
bruce.rempe@titanmachinery.com
319-213-4120 texts are welcome

Lease Financing

Lease plans are a continuous sliding scale that can be varied and adjusted according to term and balloon payment %, etc. This can also vary somewhat based upon the machine selected, and the ultimate retail price. If your needed financing parameters are different than what's been provided here, please engage us with your specific requirements.

For this calculation, we have considered a purchase price of \$157,180, a 24 month lease process, and a 50% balloon purchase in the 25th month. No prepayment penalty.

- 24 monthly payments of \$ 3762.48
- Balloon payment of \$ 78,590

A similar three year plan would be;

- 36 monthly payments of \$ 3021.24
- Balloon payment of \$ 62,872

Extended Warranty

Premier (full coverage) warranty, with \$0 deductible for 7 yrs, 4000 hrs. \$6,030

Please note that the CASE loaders come standard with 3yrs, 3000 hrs ProCare – which includes not only full coverage warranty, but also includes all maintenance products – fluids and filters – for the duration of this coverage.

Various coverage levels, deductibles, and durations are available. So, if your requirements differ from these parameters, please convey to use your specific requirements so that we can provide a quote that is competitive.



Bruce Rempe, Field Marketer
Titan Machinery
4250 Grain Lane, Center Point, IA
bruce.rempe@titanmachinery.com
319-213-4120 texts are welcome

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: City Of Mt Vernon - 930M - 36M Govt

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by Apr-28-19
 Funded by Apr-28-19

DEALER

ALTORFER INC.
 Sales person
 Dealer contact
 Telephone

Quote number 620-6029
 Fax number
 Quote date 03/29/2019
 Quote time 14:16:15

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 36 Monthly
 Payments in Arrears
 Quoted by tipswal
 Report created by tipswal

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	930M	500	1	165,000.00	165,150.00	2,619.81	90,080.00	4.9500

Special Conditions:

930M
 Model Year - 2019, Standard Environment; Major Attachments-Air Conditioning, Ride Control, Cab; Blades/Buckets/Rippers-General Purpose Bucket, Forks, Quick Coupler

	Model	Insurance	Payment w/Insurance
New	930M	172.00	2,791.81

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

AGENDA ITEM # J - 13

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

DATE: May 6, 2019

AGENDA ITEM: Engagement Letter – Auditing and Budget Services

ACTION: Motion

SYNOPSIS: Clifton Larson Allen is requesting a small increase of \$500 to complete the FY 19 audit. This increase will bring the approximate cost to \$16,400. Bradley Hauge has increased his price by \$50 to \$6,885. Bradley helps prepare the State budget forms, TIF documents and other financial submittals to the State of Iowa. Staff would recommend the approval of both agreements.

BUDGET ITEM: Multiple Operating Budgets

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19



CliftonLarsonAllen

CliftonLarsonAllen LLP
600 3rd Avenue SE, Suite 300
Cedar Rapids, IA 52401
319-363-2697 | fax 319-363-1746
CLAconnect.com

May 1, 2019

Mayor and City Council Members
City of Mount Vernon
213 First Street West
Mt. Vernon, IA 52314

Dear Ladies and Gentlemen:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Mount Vernon ("you," "your," or "the entity") for the year ended June 30, 2019.

Adam Pulley is responsible for the performance of the audit engagement.

Audit services

We will audit the cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Mount Vernon, as of and for the year ended June 30, 2019, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

The information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting (a special purpose framework), which is a basis of accounting other than accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will also perform procedures to enable us to express an opinion on whether the supplementary information

accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

As part of our audit, we will also perform procedures for testing compliance guidelines in the city per the compliance guide published by the Iowa Auditor of the State.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we

will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for including all informative disclosures that are appropriate for the cash basis of accounting. Those disclosures will include (a) a description of the cash basis of accounting, including a summary of significant accounting policies, and how the cash basis of accounting differs from U.S. GAAP; (b) informative disclosures similar to those required by U.S. GAAP; and (c) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.

- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

The completion and issuance of the financial statements will be by October 31, 2019, based on cooperation and assistance of personnel in providing all necessary information to complete the audit in a timely manner.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our

independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$16,400. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Analyzing transactions for proper recording
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments

- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

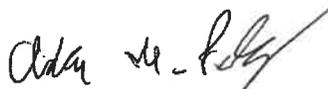
Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Mount Vernon's information in these cost comparison, performance indicator, and/or benchmarking reports.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return the enclosed copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Adam Pulley, CPA
Principal
309-495-8767
Adam.pulley@CLAconnect.com

Y CLA Common EL 2019 City of Mount Vernon

Enclosures

Response:

This letter correctly sets forth the understanding of City of Mount Vernon.

Authorized governance signature: _____

Title: Governance _____

Date: _____

Authorized management signature: _____

Title: Management _____

Date: _____

**Bradley L. Hauge, CPA
4807 Mary Green Court NE
Cedar Rapids, Iowa 52411
319-560-5237**

May 1, 2019

Mr. Chris Nosbisch, City Administrator
City of Mt. Vernon
213 1st Street West
Mt. Vernon, Iowa 52314

Dear Chris:

I am pleased to provide accounting services for the City of Mt. Vernon, Iowa (the City) for the fiscal year ending June 30, 2019. The purpose of this engagement letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services to be provided.

Services to be provided:

- Review receipts and disbursements ledgers for the fiscal year ending June 30, 2019.
- Prepare adjusting journal entries as needed.
- Reconcile transfers made during the year.
- Prepare and/or update various workpapers for the auditor.
- Prepare the financial statement (excel) portion of the City's year-end financial report to be audited by the City's auditors.
- Reconcile the year-end Clerk's Report balances to the year-end financial report.
- Assist with the preparation of the Management's Discussion and Analysis.
- Review final draft of the year-end audited financial statements.
- Preparation of the City Street Financial Report.
- Preparation of the State of Iowa City Annual Financial Report.

Fees and payment terms

The charges for this work are to be based upon the time involved. Bills for services are due when submitted. It is estimated that fees for the above services will be approximately \$6,885.

I will not audit or review your financial statements, or any other accounting documents and information you provide, in accordance with generally accepted auditing standards. Accordingly, I ask that you do not in any manner refer to this as an audit or review.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services I provide, and for evaluating the adequacy and results of those services.

If, after full consideration, you agree that the foregoing terms shall govern this engagement, please sign this letter in the space provided and mail or email the signed letter back to me, keeping a fully-executed copy for your records.

I very much appreciate the opportunity to serve you and will be pleased to discuss any questions that you may have.

Very truly yours,

Bradley L. Hauge, CPA

Bradley L. Hauge, CPA

ACCEPTED AND AGREED:

City of Mt. Vernon, Iowa

By _____

Date _____

Title _____

L. Discussion Items (No Action)

AGENDA ITEM # L - 1

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

DATE:	May 6, 2019
AGENDA ITEM:	Old Fire Station
ACTION:	None

SYNOPSIS: The City Council goal was to find a private entity for re-development of the old fire station. The city has worked with two different developers in the area, both walking away from the project due to the overall costs associated with the plan. Staff would like to discuss this particular goal, and whether the Council would like us to consider alternative outcomes.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/2/19

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
May 6, 2019**

- As stated in the packet, the City received \$100,000 from Wellmark to complete the necessary trail network in and around the wellness center site.
- Linn County has indicated they plan to move forward with the Mt. Vernon Rd. project in 2020. A formal agreement will come at a later date identifying the terms and conditions of the joint venture.
- Matt has identified the new Recreation Coordinator and we hope to formally announce their acceptance at the next Council meeting.
- As requested, the 5G regulations will be on the next agenda as a discussion item. I will reach out to V&K to see if Dave will be available for the meeting.