

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>June 15, 2020 – 6:30 PM</b>
<b>Web Page:</b>	<b><a href="http://www.cityofmtvernon-ia.gov">www.cityofmtvernon-ia.gov</a></b>
<b>Posted:</b>	<b>June 11, 2020</b>

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

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

You will be prompted for the following information:

1. Meeting ID: 858 0977 5690
2. Password: 052063

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

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

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

- D. Consent Agenda**

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

1. Approval of City Council Minutes – May 28, 2020 Work Session
2. Approval of City Council Minutes – June 1, 2020 Regular Council Meeting

- E. Public Hearing**

1. Public Hearing for the Adoption of Plans, Specifications, Form of Contract and Estimate of Costs for the South Alley Project
  - i. Close Public Hearing – Proceed to G-4

- F. Ordinance Approval/Amendment**

1. None

**G. Resolutions for Approval**

1. Resolution #6-15-2020A: Setting the Salaries for the Appointed Officers and Employees of the City of Mt. Vernon for Fiscal Year 2020-2021
2. Resolution #6-15-2020B: Approving a 28E Agreement for Bridge Inspection Services with Linn County Secondary Roads
3. Resolution #6-15-2020C: Approving the Disposal of Municipal Property
4. Resolution #6-15-2020D: Adopting Plans, Specifications, Form of Contract and Estimate of Costs for the South Alley Project

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. Discussion and Consideration of Elliot Park Concession Stand Roof Repairs – Council Action as Needed

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of an Amendment to Chapter 302 (206) Uptown Residential of the Mt. Vernon Municipal Zoning Code - Council Action as Needed
3. Discussion and Consideration of Master Agreement Between the City of Mt. Vernon and the Chauffeurs, Teamsters, and Helpers Local Union Number 238 – Law Enforcement Agreement – Council Action as Needed
4. Discussion and Consideration of Master Agreement Between the City of Mt. Vernon and the Chauffeurs, Teamsters, and Helpers Local Union Number 238 – Public Services Agreement – Council Action as Needed
5. Discussion and Consideration of Reopening City Facilities – Council Action as Needed
6. Discussion and Consideration of Security Features at the New Police Department – Doors and Cameras – Council Action as Needed
7. Discussion and Consideration of Gear Purchase for the Fire Department – Council Action as Needed
8. Discussion and Consideration of Public Works CIP Equipment Purchases – Council Action as Needed
9. Discussion and Consideration of Public Works Trailer Purchase – Council Action as Needed
10. Discussion and Consideration of Purchasing a New Z994R John Deere Zero Turn Mower – Council Action as Needed

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

1. Mt. Vernon Police Report
2. Mt. Vernon Public Works Report
3. Mt. Vernon Parks and Rec Report

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

1. None

**M. Reports of Mayor/Council/Administrator**

1. Mayor's Report
2. Council Reports

3. Committee Reports
4. City Administrator's Report

**N. Adjournment**

Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

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

## **D. Consent Agenda**

Due to the nature of the Novel Coronavirus, now known as Covid-19, and the restrictions placed on group gatherings by Governor Reynolds State of Public Health Disaster Emergency for Iowa, the City Council believes it would be both impossible and impractical to hold a meeting in one location. With that being said, the Council meeting was held via the Zoom application, and the public was invited to participate via telephone by calling 1-301-715-8592 and prompted for the following information: Meeting ID:898 0262 0103. Password: 966366. If assistance was needed before the meeting began the public could contact Chris at 319-359-8613. The following Council members were remotely present: Roudabush, West, Wieseler, Herrmann and Rose.

### **Discussion Items (No Action)**

**City Facilities – Opening Actions.** City Administrator Chris Nosbisch explained that since the Council's discussion on May 18, 2020 a number of reopening's had been released by the Governor's proclamation (5-26-2020). Under this proclamation, what this means for the LBC is that as long as groups are kept to 10 or under they are allowed to be within 6' of each other and do not need to be family only. Also, class size is no longer limited to 10 people. As long as there is a 6' separation classes can be as big as the facility allows. Face shields have been ordered for staff but they are not required to wear them. At the last meeting Council requested a survey be sent to members regarding opening the LBC. There were 326 responses with 197 indicating they would return when the facility opened. Members will have one week to decide if they want to continue with the freeze on their account or start automatic withdrawals again. The building will be closed 3 times during the day; twice for cleaning and once for seniors. Staff will be stationed throughout the building to monitor and sanitize. The cleaning will be surfaces only (not a deep cleaning) so those who use the facility use it at their own risk. The track will be open for use for both walkers and runners as long as they can maintain the 6' spacing. Those that don't follow the rules will be asked to leave. When asked about future reservations Nosbisch said they will be limited to the proclamation at that time. Prior to opening, information will be sent to members via email and mailed letters. Council was in agreement that the LBC should open Monday, June 1<sup>st</sup>.

**Playgrounds:** Staff recommends opening up the playgrounds on June 1<sup>st</sup>. Signs will be in place saying the playground equipment is not being sanitized.

**Baseball and softball games** can resume as of June 1<sup>st</sup>. MV does not plan to move forward with any City sponsored rec programs. Restrooms will be opened in the morning, locked at night and only cleaned once a day.

**City Hall:** Staff's recommendation is to gradually open; starting June 3<sup>rd</sup> the lobby hours will be extended from noon until 5:00 and starting June 15<sup>th</sup> be open all day (regular hours).

**Pool:** The Governor is allowing swimming pools to reopen for lap swim and swimming lessons. The MV pool is being prepped like it will open, whether or not it does. Staff was asked to survey lap swimmers and last year's swim lesson students asking, if open, would they use it. Cedar Rapids and Marion are not opening their pools this season. Staff worries that with those pools closed Mount Vernon's pool will see an influx of users from outside MV. Usually the Governor offers additional guidelines when facilities are allowed to fully reopen. Staff's recommendation is to wait until these guidelines are released. Council made no commitments and no decision to open.

Other Covid Related Discussions.

As there was no further business to attend to the meeting adjourned the time being 7:10 p.m., May 28, 2020.

Respectfully submitted,  
Sue Ripke  
City of Mount Vernon

Due to the nature of the Novel Coronavirus, now known as Covid-19, and the restrictions placed on group gatherings by Governor Reynolds State of Public Health Disaster Emergency for Iowa, the City Council believes it would be both impossible and impractical to hold a meeting in one location. With that being said, the Council meeting was held via the Zoom application. The public was invited to participate via telephone by calling 1-301-715-8592 and prompted to enter the following information: Meeting ID: 899 4857 7057. Password: 881568. If assistance was needed before the meeting began the public could contact Chris at 319-359-8613. The following Council members were remotely present: Roudabush, West, Wieseler, Herrmann and Rose.

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

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

**Consent Agenda** Motion to approve the Consent Agenda made by West, seconded by Herrmann. Motion carries.

Approval of City Council Minutes – May 18, 2020 Regular Council Meeting  
Approval of Cigarette License – P&P

### **Resolutions for Approval**

Resolution #6-1-2020A: Approving FY 19-20 Transfers. Motion to approve Resolution #6-1-2020A made by Wieseler, seconded by West. Roll call vote. Motion carries.

Resolution #6-1-2020B: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the South Alley Improvement Project. City Administrator Chris Nosbisch explained this project will be paid for with LOST dollars. This project was identified as one of the first to be done by the Downtown Streetscape Committee. It will add railings, lights and 3 tiers of flat surfaces where there can be seating. This should help alleviate some of the water issues and clean up the alley. It will be impassable to vehicles. The cost estimate for this project is \$252,430.00. Approving this resolution allows a public hearing to be held on June 15, 2020 and establishes the bid date on July 1, 2020 for the South Alley Improvement Project. Motion to approve Resolution #6-1-2020B made by West, seconded by Rose. Roll call vote. Motion carries.

### **Old Business**

Discussion and Consideration of Elliot Park Concession Stand Roof Repairs – Council Action as Needed. No discussion.

### **Motions for Approval**

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

ALEX VOLKOV	UNIFORMS-WAT,SEW	352.00
BAUER BUILT TIRE - CEDAR RAPID	TIRES-SEW	484.60
BIG COUNTRY SEED	SOIL TEST-P&REC	125.00
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES,GLASSES,FUEL CANS-RUT	1,038.99

CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	419.70
CARROLL CONSTRUCTION SUPPLY	24" STAKES-RUT	275.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PD	101.00
CHRIS NOSBISCH	MILEAGE-P&A	222.53
CITY LAUNDERING CO	SERVICES-LBC	25.25
COGRAN SYSTEMS	ON LINE REGISTRATION FEES	172.00
DELTA DENTAL OF IOWA	INSURANCE-ALL DEPTS	1,370.84
EVER-GREEN LANDSCAPE NURSERY	MULCH-P&REC	324.00
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	270.00
EVER-GREEN LANDSCAPE NURSERY	ROW TREES-RUT	1,200.00
EVER-GREEN LANDSCAPE NURSERY	MULCH-P&REC	189.00
FASTENAL	EQUIP MAINT-SEW	56.04
FASTENAL	MAILBOX-PD	65.25
FAT GUYS MOTOR SPORTS	FRONT RIGHT WING,SPINDLES-P&REC	1,545.77
FIREHOUSE INNOVATIONS CORP	TRAINING-FD	7,600.00
FUTURE LINE TRUCK EQUIPMENT	LIGHT KIT-RUT	56.11
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT,P&A	775.67
HAWKEYE READY MIX	CURB REPLACEMENT-RUT	513.00
HAWKEYE READY MIX	CURB REPAIR-RUT	278.50
HDC	2,750 CHECKS-ALL DEPTS	324.60
IOWA PRISON INDUSTRIES	BAGS-SW	286.33
JACOB MASTERS	SUPPLIES-SEW	602.00
JACOB SEE	UNIFORMS-RUT	144.99
JESSIE WEDDINGTON	REFUND-POOL	70.00
JOSEPH CULLEN	REFUND-POOL	70.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	130.38
KROUL FARMS.	HANGING BASKETS-BEAUT	2,169.00
LIBERTY DOORS INC	PUBLIC ACCESS DOORS-PD	9,980.00
LINN CO-OP OIL CO	FUEL-PW	663.54
LIZ CULLEN	REFUND-POOL	35.00
LYNCH FORD	REPLACE DOOR HANDLE-PD	197.27
MARY BETH UTLEY	REFUND-POOL	35.00
MEDIACOM	PHONE/INTERNET-P&A	237.05
MEDIACOM	PHONE/INTERNET-P&REC	368.36
MEDIACOM	PHONE/INTERNET-SEW	206.34
MENARDS	SUPPLIES-PD	16.99
MIDLAND GIS SOLUTIONS	WEBSITE DEVELOPMENT & HOSTING	3,600.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,281.38
MUNICIPAL PIPE TOOL CO. INC	7TH & 8TH AVE PROJ-SEW	3,100.00
NATIONAL COOPERATIVE LEASING	DOCUMENTATION FEE-LBC	250.00
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-P&A	34.50
NIGHT SHIFT LLC	CLEANING SERVICE-P&A	1,087.33
NIGHT SHIFT LLC	CLEANING SERVICE-PD	585.19
OFFICE EXPRESS	MULTISURFACE CLEANER-ALL DEPTS	70.76
PAYROLL	CLAIMS	69,321.20
PLUMB SUPPLY CO	BLDG REPAIR-FD	1,849.74
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	398.28
PUSH-PEDAL-PULL	WEIGHT EQUIPMENT-LBC	13,120.00
RICHARD BURROUGHS	CEMETERY MAINT	3,389.00
SARAH RASER	REFUND-POOL	64.00
SCOTT JORDAN	DEPOSIT REFUND-WAT	53.34
SHOEMAKER & HAALAND	MV DOWNTOWN IMPROVEMENTS	7,344.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	743.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A,LBC	462.50

STUMP REMOVAL SERVICE	STUMP REMOVAL-PD,RUT	415.00
TASC	FSA ADMIN FEE-ALL DEPTS	274.62
TCF	QRTLQ EQUIPMENT LEASE-LBC	6,999.08
TOM WIESELER	MLA #3 REIMB-P&A	80.00
TREASURER STATE OF IOWA	WET TAX	2,945.00
TREASURER STATE OF IOWA	SALES TAX	864.00
TYLER TECHNOLOGIES	SOFTWARE SUPPORT-ALL DEPTS	5,860.45
UMB	SERIES 2019 GO	242,022.50
UMB	SERIES 2007 GO	223,000.00
UMB	SERIES 2014 GO	208,425.00
UMB	SERIES 2018 GO	140,142.50
UMB	SERIES 2013 GO	90,458.75
UMB	SERIES 2010 GO	50,712.50
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	2,211.38
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	170.89
USA BLUE BOOK	PUMPS,TUBES-POOL	664.61
VEENSTRA & KIMM INC	PALISADES ROAD OVERLAY	5,684.13
VEENSTRA & KIMM INC	1ST ST W RR BRIDGE REPAIR	2,595.00
VEENSTRA & KIMM INC	BRYANT ROAD IMPROVEMENTS	2,404.75
VEENSTRA & KIMM INC	14 51321	2,056.00
VEENSTRA & KIMM INC	HWY 30 RESEARCH	1,774.70
VEENSTRA & KIMM INC	NATURE PARK TRAIL DESIGN	1,472.06
VEENSTRA & KIMM INC	HWY 30 BYPASS COORDINATION	1,364.00
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE	1,056.00
VEENSTRA & KIMM INC	WAGON PASS DEMOLITION	319.12
VEENSTRA & KIMM INC	WWTP NPDES PERMIT RENEWAL	180.00
VICKI MARTIN	REFUND-POOL	120.00
WAPSI WASTE SERVICE	GB,RECYL-SW	22,138.67
WELLMARK	INSURANCE-ALL DEPTS	19,371.78
WENDLING QUARRIES	LIME-P&REC	193.29
TOTAL		1,175,727.10
2014 STREET IMPROVEMENTS		1,056.00
DEBT SERVICE		954,761.25
GENERAL FUND		48,147.15
LBC OPERATIONS		8,928.70
LOST III COMMUNITY CENTER		13,584.62
LOST III TRAILS		1,472.06
LOST III UR & STREETScape		7,344.00
PAYROLL		69,321.20
ROAD USE TAX FUND		24,155.05
SEWER FUND		10,629.69
SOLID WASTE		24,422.95
STORM WATER FUND		707.99
WATER FUND		8,960.44
WWTP UV DISINFECTION		2,236.00
TOTAL		1,175,727.10

Discussion and Consideration of Pay Application #1 – Quiet Zone - Council Action as Needed. Nobsch pointed out that the dollar amount listed is not correct; it includes the retainage. Pay Application #1 is for

the amount of \$61,048.90 and covers most of the construction work. The project is being paid for by bonds. Motion to approve Pay Application #1 made by Herrmann, seconded by Rose. Motion carries.

Discussion and Consideration of Vehicle Purchase – Police Department – Council Action as Needed. Council was asked to approve a vehicle purchase for the Police Dept. which was in the CIP and a budgeted FY21 purchase. The new squad car will replace the 2015 Interceptor and by the time of delivery will have about 100k miles on it. Delivery is expected in September or October. Typically vehicles are purchased through Lynch Ford but because Stivers Ford in Waukee holds the State bid contract they were also asked to submit. The Lynch Ford bid came in at \$36,788.00. The Stivers Ford bid came in at \$35,484.00. Because the bids are so close Chief Shannon recommended purchasing the vehicle from Lynch Ford for the reasons that they are local and the bid is in the 3% margin. Also, two bids were received for the new vehicle DVR system; the 1<sup>st</sup> from WatchGuard Video for \$5,870.00 and the 2<sup>nd</sup> from Racom for \$12,559.19. Chief Shannon has secured a grant in the amount of \$4,500.00 for this purchase. Additionally, the LMVAS is interested in purchasing the 2015 Interceptor. Roudabush said he would like to see the City donate the 2015 to LMVAS. Council agreed. The total cost of the vehicle, equipment and installation is \$50,717.19. Motion to approve the squad car purchase from Lynch Ford and donate the 2015 Interceptor to the LMVAS made by Herrmann, seconded by Wieseler. Motion carries.

Discussion and Consideration of Curb and Gutter and Driveway Repairs – Palisades Rd – Council Action as Needed. In preparation of a potential project on Palisades Road some curb work has been done. On the west end by the culvert, staff has done some repairs and there will be more hired out. The cost may be under his spending limit but Nosbisch wanted to make sure the project wasn't held up if it wasn't. There is no base under Palisades Road so there has been some settling. A section of curb on Palisades Road has sunk and is affecting a residents approach. Motion to approve the curb and gutter repairs on Palisades Road at a cost not to exceed \$4,000.00 made by West, seconded by Wieseler. Motion carries.

Discussion and Consideration of Reopening of Public Facilities – Council Action as Needed. Council's discussion on City facilities on whether or not to open, extend hours or safety precautions continue. The LBC opened on June 1<sup>st</sup> with about 54 users throughout the day. There were no issues reported on this first day. Memberships can be frozen. Staff will be sending out another letter to reiterate the freeze can be in place until the LBC is opened to 90% capacity. At that time members will have to decide whether they are comfortable enough to continue or they can end their membership. There will be no penalties. Council agreed with this plan of action. Nosbisch moved on to the pool saying that all 13-14 lap swimmers said they would use the pool for lap swim if opened. A survey was sent out asking about an interest in swim lessons. 106 people replied. 50 said they would do lessons but out of the 50 only 23 would get in the pool with their child which is the way lessons would have to be done in order to keep staff safe. Nosbisch said that if enough staff is available for hire this operation (only lap swim and lessons) could continue throughout the season even if the Governor were to open pools for general swim. If general swimming is allowed it will be difficult to limit pool usage to Mount Vernon/Lisbon residents only. If the pool were to open it wouldn't be until June 15 and then it would close early, probably the second week in August. Motion to not open the MV pool for operations for the summer of 2020 made by Herrmann, seconded by Rose. Those members voting aye: West, Wieseler, Herrmann, Rose. Those members voting nay: Roudabush. Motion carries.

Discussion and Consideration of Pay Application #11 – 2019 WWTP Improvements – Council action as needed. Pay App # 11 is in the amount of \$35,892.62. Motion to approve Pay Application #11 made by Wieseler, seconded by West. Motion carries.

**Reports of Mayor/Council/Administrator**

Mayor's Report. Mayor Hampton complimented the new signage and fencing at the PD Station. Employee contract negotiations were held earlier in the day and toured the remodeling of the old PD Station. 1<sup>st</sup> Street/Old MV Road overlay project has begun.

City Administrator's Report. City Hall will be open for voting on Tuesday, June 2<sup>nd</sup>. The restrooms upstairs will be closed to the public but the downstairs restrooms will be open. City Hall renovations continue. The 1<sup>st</sup> Street and Wagon Pass projects will be starting soon.

**Closed Session** – Pursuant to Chapter 20, Exempt Session for Employee Relations. Motion to go into Closed Session made by West, seconded by Wieseler, the time being 7:25 p.m. Motion carries. Motion to exit Closed Session made by Herrmann, seconded by Scott, the time being 7:27 p.m. Motion carries. No action was taken by Council.

With no further business to attend to the meeting adjourned the time being 7:28 p.m., June 1, 2020.

Respectfully submitted,  
Sue Ripke  
City of Mount Vernon

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & G - 4**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** Public Hearing for Resolution #6-15-2020D

**ACTION:** Motion to Close

**SYNOPSIS:** The plans and specifications for the South Alley project are on file with the City Clerk's office. The proposed estimate for the project is \$253,000. Bids for the South Alley project are due to City Hall by 2 p.m., July 1, 2020.

**BUDGET ITEM:** FF

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Close

**ATTACHMENTS:** See Resolution #6-15-2020D

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

## **G. Resolutions for Approval**

**AGENDA ITEM # G - 1**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** Resolution #6-15-2020A

**ACTION:** Motion to Close

**SYNOPSIS:** The proposed increases for the non-union staff members mirrors that of the non-union personnel at 2.75%.

**BUDGET ITEM:** All Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolutions #6-15-2020A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**RESOLUTION #6-15-2020A**

**RESOLUTION SETTING THE SALARIES FOR THE APPOINTED OFFICERS AND  
EMPLOYEES OF THE CITY OF MT. VERNON FOR FISCAL YEAR 2020-2021.**

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

SECTION 1. The following persons and positions shall be paid salaries or wages indicated and the City Clerk is authorized to issue warrants less legally required authorized deductions from the amounts set out below, bi-weekly or monthly; and make such contributions to IPERS and FICA and other purposes as required by law or authorization of the Council, subject to audit and review by the City Council:

Police:	Current	Effective July 1, 2020
Shannon, Doug	\$ 83,858.86	\$ 86,164.98
Public Works:		
Nissen, Nick	\$ 76,307.06	\$ 78,405.50
Volkov, Alex	\$ 76,303.39	\$ 78,401.73
Administration:		
Nosbisch, Chris	\$101,130.90	\$103,912.00
Ripke, Sue	\$ 77,318.04	\$ 79,444.29
Joe Jennison	\$ 50,123.08	\$ 51,501.46
Laura Eckles	\$ 39,000.00	\$ 39,000.00
Parks, Recreation & Pool:		
Siders, Matt	\$ 69,428.62	\$ 71,337.91
Boots, Sarah	\$ 42,000.00	\$ 43,155.00
Fire:		
Goodlove, Nathan	\$ 15,600.00	\$ 16,029.00
Boren, Derek	\$ 5,000.00	\$ 5,137.50
Buster, Jacob	\$ 1,000.00	\$ 1,027.50

This Resolution shall be effective as of the first pay date in July.

PASSED AND APPROVED this 15<sup>th</sup> day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
Sue Ripke, City Clerk/Deputy City Administrator

**AGENDA ITEM # G - 2**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** Resolution #6-15-2020B

**ACTION:** Motion

**SYNOPSIS:** If you will refer to page four of the agreement, you will see that Linn County conducts bridge inspections for a number of the smaller communities. At \$385 for two bridges, this is a very good deal for Mt. Vernon.

**BUDGET ITEM:** RUT

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolutions #6-15-2020B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**RESOLUTION #6-15-2020B**

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF MT. VERNON AND THE LINN COUNTY SECONDARY ROAD DEPARTMENT FOR BRIDGE INSPECTIONS**

WHEREAS, the City of Mt. Vernon has historically worked with Linn County Secondary Roads on common projects, and

WHEREAS, the Linn County Secondary Roads Department employs qualified bridge inspectors, and

WHEREAS, the City of Mount Vernon is responsible for the inspection and maintenance of two bridges, and

WHEREAS, the 28E agreement, attached hereto and made a part thereof, outlines the terms and conditions of said inspection 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 road maintenance and snow & ice control, and authorizes the Mayor to execute said agreement.

APPROVED this 15<sup>th</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

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

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400  
Return To: Linn County Auditor, 935 2<sup>nd</sup> Street SE, Cedar Rapids, IA 52404, (319)892-5300

**CITY AND COUNTY PROJECT AGREEMENT  
CITY OF MT VERNON BRIDGE INSPECTION**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Linn County, Iowa, hereinafter referred to as County, and the city of Mt Vernon, hereinafter referred to as City.

WHEREAS, both County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed to inspect, analyze, and prepare an inspection report, including a completed Iowa Structure Inventory and Appraisal Form, for the following city bridges:

- 1) FHWA bridge #501470, (Mt Vernon 1127)
  - a. 194' X 30' Steel girder with concrete slab bridge on 1<sup>st</sup> St. W
- 2) FHWA bridge #220011, (Franklin 1767)
  - a. 24' X 245' Wood timber bridge on Willow Creek Rd.

WHEREAS, the City Council has informed itself as to the proposed project and scope of work.

IT IS NOW AGREED by parties hereto as follows:

1. **DURATION** - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of an intent to end the agreement.
2. **PURPOSE** - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.
3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.
4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.

5. The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.
6. MANNER OF FINANCING - The total cost of the project shall include administrative fees and the contracted rate per bridge as shown in Attachment. The City will be notified of changes in contract and administrative fees and Attachment will be updated accordingly.
  - a) The County shall initially finance the cost of the project.
  - b) The City shall reimburse the County based on the rates stated above. Payment shall be made within thirty (30) days of receipt of invoice in form and sufficiency acceptable to the City.
7. TERMINATION -
  - a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

Executed in triplicate each of which shall constitute as original on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF MT VERNON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
LINN COUNTY AUDITOR

ATTEST:

\_\_\_\_\_  
MT VERNON CITY CLERK



City Bridges - Linn County Inspection				
City	#	Bridge ID	Notes	Total Cost
Alburnett	1	ALBURNETT 2187		\$ 290.00
Bertram	2	000641		\$ 480.00
		BERTRAM 2230		
Cedar Rapids	3	1803	All bridges are shared jurisdiction and are inspected and invoiced on the County cycle. 28E Agreement is needed	\$ 385.00
		1031		
		796		
Center Point	5	CENTER POINT 1861		\$ 1,050.00
		CENTER POINT 2659		
		CENTER PT 1870		
		CENTER PT.2756		
		LINN 2757		
Central City	1	CENTRAL CITY2450		\$ 290.00
Coggon	1	CITY COGGON 1993	already inspected in 2020	\$ 290.00
Ely	4	ELY 1944		\$ 860.00
		ELY 1955		
		ELY 332		
		ELY 741		
Fairfax	1	FAIRFAX NO 542		\$ 290.00
Marion	1	29TH AVENUE	This bridge is shared jurisdiction and is inspected on the County cycle. 28E Agreement is needed for this inspection.	\$ 195.00
Mount Vernon	2	MT VERNON 1127	This bridge is shared jurisdiction and is inspected on the County cycle and both bridges can be invoiced (1.5 bridges) on the City cycle.	\$ 385.00
		1767		
Palo	2	PALO 2257		\$ 480.00
		PALO 2790		
Robins	3	009941		\$ 670.00
		2304		
		2330		
Springville	3	SPRINGVILLE 2114		\$ 670.00
		SPRINGVILLE 2152		
		SPRINGVILLE 340		
Walford	3	FLORENCE TWP-011650		\$ 670.00
		FLORENCE TWP-011660		
		WALFORD 1700		
Walker	5	WALKER 1700		\$ 1,050.00
		WALKER 1387		
		WALKER 2038		
		WALKER 2046		
		WALKER 618		

**AGENDA ITEM # G - 3**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** Resolution #6-15-2020C

**ACTION:** Motion

**SYNOPSIS:** If you would, please refer to the memo under J-8 from PW Director Nissen. The items described in the resolution for disposal are part of a much larger CIP equipment plan for FY 21.

**BUDGET ITEM:** Enterprise Funds

**RESPONSIBLE DEPARTMENT:** Public Works

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #6-15-2020C

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

RESOLUTION #6-15-2020C

RESOLUTION APPROVING THE DISPOSAL OF  
MUNICIPAL PROPERTY

WHEREAS; over time the City of Mt. Vernon has accumulated property by various methods and of wide ranging descriptions; and

WHEREAS; the City now has the need to dispose of this property as it is of no use and of no value to maintain; and

WHEREAS; the said property has been inventoried (Exhibit A attached) and is ready for disposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: To grant staff permission to dispose of inventoried property by best methods possible while seeking to collect reasonable value.

PASSED and ADOPTED this 15<sup>th</sup> day of June, 2020.

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

ATTEST:

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

## **Exhibit "A"**

### **Equipment/Property for Sale**

**June 15, 2020**

1. Hustler 2016 104-inch Deck Gas Air Cooled Zero Turn Mower
2. Back Hoe
3. F150 Truck

**RESOLUTION #6-15-2020D**

RESOLUTION ADOPTING PLANS,  
SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATE OF COSTS  
FOR  
THE SOUTH ALLEY PROJECT

WHEREAS, on the 1<sup>st</sup> day of June, 2020, the Mt. Vernon City Council adopted resolution #6-1-2020B establishing a public hearing date and approving the advertisement for bids for the South Alley Project, and

WHEREAS, a public hearing on said project was held by the Mt. Vernon City Council on the 15<sup>th</sup> day of June, 2020, and

WHEREAS, the plans, specifications, form of contract, and estimate of costs were filed with the City Clerk for the construction of certain public improvements described in general as the South Alley Project; more specifically described as:

The South Alley Improvement Project includes all labor, materials, and equipment necessary to construct lighting, raised planters, seating areas, railing installation, resurfacing, curb & gutter, grading, erosion control, seeding, traffic control and miscellaneous associated work.

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

Section 1. That the said plans, specifications, form of contract and estimate of costs are hereby adopted as the plans, specifications, form of contract and estimate of costs for said public improvements, as described in general as the South Alley Project and more specifically described above.

PASSED and ADOPTED this 15<sup>th</sup> day of June, 2020

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

ATTEST:

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

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, JUNE 15, 2020

MOUNT VERNON, CITY OF	EMPLOYEE BENEFIT TRANSFER	324,929.24
IOWA FINANCE AUTHORITY	WWTP UV DISINFECTION	85,062.92
PAYROLL	CLAIMS	79,677.78
PIRC TOBIN CONSTRUCTION INC	QUIET ZONE PROJECT	61,048.90
MOUNT VERNON, CITY OF	LAW/EMERG LEVY TRANSFER	38,119.88
WRH INC	WWTP IMPROVEMENTS 2019	35,892.62
MOUNT VERNON, CITY OF	CIP FUNDS TRANSFER-FF	33,858.76
MOUNT VERNON, CITY OF	PILOT TRANSFER-SEW	25,500.00
MOUNT VERNON, CITY OF	PILOT TRANSFER-WAT	25,500.00
PRICE INDUSTRIAL ELECTRIC INC	GENERATOR INSTALL-NEW PD	22,490.00
HEIMAN FIRE EQUIPMENT INC	HOSE,NOZZLE-FD	16,590.00
PERCUSSION PLAY LLC	OUTDOOR MUSICAL INSTRUMENTS	13,662.00
STATE HYGIENIC LAB	TESTING-SEW	7,729.00
GROUP SERVICES INC	INSURANCE-ALL DEPTS	6,490.75
MIDWEST STORAGE SOLUTIONS	SHELVING-LBC	4,977.32
LEXIPOL	TRAINING,BULLETINS-PD	4,971.00
RICKARD SIGN AND DESIGN CORP	SIGNAGE-PD	4,241.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	3,888.02
FELD FIRE	ICE RESCUE SUITS-FD	2,952.00
ALLIANT IES UTILITIES	ENERGY USAGE-LBC	2,612.24
FRONTLINE WARNING SYSTEMS	DIGITAL VOICE CARD INSTALLATION	2,592.00
IOWA SOLUTIONS INC	COMP MAINT-LBC	2,012.50
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,642.62
BRADY LANHAM	ELECTRICAL SERVICE-PD	1,519.35
WEBER STONE COMPANY INC	FLAGSTONE-MEM PARK	1,294.53
IOWA ASSOC OF MUNICIPAL UTIL	MEMBERSHIP-PW	1,159.12
SCHIMBERG COMPANY	TILE-RUT	1,042.14
MUNICIPAL SUPPLY INC	METERS-WAT	1,023.50
WEX BANK	FUEL-PD	976.73
MEDIACOM	PHONE/INTERNET-LBC	782.87
ALLIANT IES UTILITIES	ENERGY USAGE-FD	627.75
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	608.10
UNION PACIFIC RAILROAD CO	PRELIM ENGINEERING	547.60
CARQUEST OF LISBON	VEHICLE MAINT-PW	536.83
MEDIACOM	PHONE/INTERNET-PD	453.14
USA BLUE BOOK	SUPPLIES-WAT	439.85
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	370.00
CANINE TACTICAL LLC	TRAINING-K9	350.00
PUSH-PEDAL-PULL	SUPPLIES-LBC	312.00
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
SCHIMBERG COMPANY	SWITCH-WAT	297.00
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION	294.68
SCHIMBERG COMPANY	TILE,FITTINGS-RUT	243.30
CARROLL CONSTRUCTION SUPPLY	BURLAP-RUT	223.56
B4 VENTURES LLC	SANITIZER-P&A	211.73
IOWA SOLUTIONS INC	COMP MAINT-PD	202.50
VERIZON CONNECT	INFORMATION SYSTEMS-PW	197.40
B4 VENTURES LLC	AVANT-LBC	196.63
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	190.60
KONE INC	ELEVATOR MAINT CONTRACT-P&A	183.54
MEDIACOM	PHONE/INTERNET-POOL	182.47
US CELLULAR	CELL PHONE-PD	165.02
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	160.00

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, JUNE 15, 2020

MT VERNON ROAD TIRE CO	VEHICLE MAINT-PD	146.00
LYNCH FORD	5K MI MAINT,CHG OIL/FILTERS-RUT	138.33
CITY LAUNDERING CO	SERVICES-LBC	133.23
CITY LAUNDERING CO	SERVICES-LBC	133.23
INTOXIMETERS	EQUIP REPAIR-PD	115.00
BROWN SUPPLY COMPANY	SUPPLIES-WAT	108.00
STEVE MOEL	REIMB-PD	90.42
LYNCH FORD	5K MI MAINT-PD	85.30
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-PD	85.17
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	80.04
KATHY BROGHAMMER	REFUND-LBC	70.62
STORM STEEL	VALVE EXTENSIONS-SEW	67.88
AIRGAS INC	CYLINDER RENTAL FEE-PW	66.96
USA BLUE BOOK	PUMP PARTS-POOL	60.82
FEDEX	SHIPPING-PD	58.20
RACOM CORPORATION	SUPPLIES-PD	58.10
MENARDS	SUPPLIES-P&A	57.45
DIESEL TURBO SERVICES INC	EQUIPMENT REPAIRS-RUT	54.95
JOHN PAYON	REFUND-LBC	53.50
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	50.41
CUMMINS SALES AND SERVICE	SUPPLIES-WAT	49.50
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-RUT	42.00
LISA SCHWIEBERT	SWIM LESSON REFUND-POOL	40.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	37.59
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	25.00
DIESEL TURBO SERVICES INC	EQUIPMENT REPAIRS-RUT	17.14
TOTAL		823,457.33
GENERAL FUND		65,619.38
FRANCHISE FEE		33,858.76
ROAD USE TAX FUND		6,384.45
BENEFIT LEVY FUND		324,929.24
LAW/EMERG FUND		38,119.88
DEBT SERVICE FUND		85,062.92
LOST III COMMUNITY CENTER		18,939.32
2014 STREET IMPROVEMENTS		61,596.50
WWTP UV DISINFECTION		35,892.62
WATER FUND		30,759.68
SEWER FUND		34,977.25
STORM WATER FUND		188.24
SOLID WASTE		566.31
LBC		6,885.00
PAYROLL		79,677.78
TOTAL		823,457.33
<b>MAY 2020 REVENUE</b>		
GENERAL GOVERNMENT		149,984.92
PUBLIC SAFETY		9,996.45
PUBLIC WORKS		203,116.43
CULTURE RECREATION		3,262.05
DEBT SERVICE		1,844.68
TOTAL		368,204.53

**AGENDA ITEM # J - 2**

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

<b>DATE:</b>	June 15, 2020
<b>AGENDA ITEM:</b>	Possible Amendment – Chapter 302 (206)
<b>ACTION:</b>	Possible Motion

**SYNOPSIS:** Staff is seeking direction on a proposed amendment to allow for partial residential use of the 1<sup>st</sup> floor in the Uptown and Central Business Districts. Mr. Dickson asked the Council to loosen the restrictions, and you referred the matter to the Planning Commission. The Planning Commission would not recommend any changes to the existing ordinance. The Council must now decide if you want the Commission to formerly vote on an amendment for your consideration, or let the process stop for lack of support.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Possible Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**AGENDA ITEM # J - 3 & J - 4**

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

<b>DATE:</b>	June 15, 2020
<b>AGENDA ITEM:</b>	Master Agreements
<b>ACTION:</b>	Motion

**SYNOPSIS:** I am happy to submit both the Law Enforcement and Public Service contracts to the Council for approval. The contract language remains the same in both documents with the exception of wages and health insurance. Both contracts call for a three year agreement. Wages would increase by 2.75% in 2020, 2.5% in 2021 and 2.5% in 2022. The employee's portion of their monthly health premium would remain the same (18%) thru June 2022, and increase 1% to 19% in July 2022.

**BUDGET ITEM:** All Budgets

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Public Services and Law Enforcement Contracts

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**MASTER AGREEMENT  
BETWEEN  
CITY OF MOUNT VERNON  
AND  
THE CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NUMBER 238  
LAW ENFORCEMENT AGREEMENT  
JULY 1, 2020 THROUGH JUNE 30, 2023**

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**ARTICLE 1**  
**PREAMBLE**

THIS AGREEMENT is entered into by and between the CITY OF MOUNT VERNON (City), and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238 (Union), affiliated with International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of the employees included within the certified bargaining unit as defined in Article 2 below (Employees).

The purpose of this Agreement is to promote and maintain harmonious relations between the City, the Union and the Employees; to promote excellence and efficiency in law enforcement; to provide for equitable and peaceful means of resolving grievances; and to establish fair wages, hours, terms and working conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Employees as certified by Public Employees Relations Commission Board Order of Certification Case No. 1928, for those employees as listed. Excluded: the Chief of Police (Chief) and all other City Employees and elected officials and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act, Chapter 20 of the Iowa Code. Included: all Employees of the Police Department and patrol officers.

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1.

The City will not interfere with the rights of the Employees to become members of the Union. The Union will not interfere with the rights of the Employees to refrain from Union membership. No Employees covered by this Agreement will be discriminated against by the City or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or interfere with the operations of the City or its Police Department. The City will determine when an interruption or interference has occurred.

Section 3.2.

Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, handicap/disability, marital status or religion. However, both the City and the Union agree that allegations of employment discrimination will not be processed through the contractual grievance/arbitration procedure provided for in this Agreement because other, adequate procedures exist as established by the City, Linn County, the State of Iowa, and the United States.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

Section 4.1.

In addition to all powers, duties and rights of the City established by constitutional provision, statute, ordinance, rule, regulation, charter or special act, the Union recognizes the right of the City to operate, manage and direct all affairs of the City's Police Department, including the rights to:

- (a) Manage Employees;
- (b) Hire, rehire, reinstate, promote, transfer, schedule, assign and retain Employees;
- (c) Suspend, demote, discharge, or take other disciplinary action against Employees for just cause;
- (d) Lay off and recall Employees;
- (e) Maintain order and efficiency in the operation of the City and its Police Department;
- (f) Determine the structure and organization of the City and its Police Department, including the right to:
  - (i) Extend, maintain, curtail or terminate operations of the City and its Police Department;
  - (ii) Supervise, subcontract, create, modify, expand, consolidate, merge or terminate any department, division, section, organizational unit, project, job classification and job duty;
  - (iii) Determine the size and location of the operations of the City and its Police Department;
  - (iv) Determine the type and amount of equipment to be used;
- (g) Determine the number of Employees who shall be employed by the City and its Police Department at any time;
- (h) Determine the number, types, and grades of positions or Employees assigned to a department, division, section, organizational unit, project, job classification, job duty together with the right to alter, combine, reduce, expand or cease any position not prohibited by law;
- (i) Determine the number and starting times of shifts, the number of hours and days in the work week and hours of work;
- (j) Assign work;

- (k) Determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (l) Establish internal security practices; and
- (m) Promulgate and enforce rules, regulations and policies.

Section 4.2.

The list of management rights, set forth above in Section 1 of this Article 4 is not exclusive. Except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority and prerogatives the City had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights described above in Section 4.1 of this Article 4 are not grievable unless specifically and expressly permitted by a later section of this Agreement.

**ARTICLE 5**  
**UNION REPRESENTATION**

Section 5.1.

The City recognizes the right of the Union to designate a reasonable number of stewards and alternates from the City's seniority list. Reasonable number shall mean up to one (1) steward per ten (10) Employees. The Union shall provide the City with a list of stewards and any changes thereto.

The authority of stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of this Agreement.
- (b) The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
  - (i) Have been reduced to writing; or
  - (ii) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

A steward is expected to contact Employees regarding grievances and Union matters at shift changes unless the steward has secured prior permission from the Chief. A steward may not leave his/her job assignment or cause another Employee to leave his/her job assignment without prior permission from the Chief. The time

spent by stewards and Employees under this section 5.1 of this Article 5 shall be without pay.

Section 5.2.

An authorized representative of the Union upon advance notice given to the Chief may visit the Police Station and confer with representatives of the City. If a Union representative desires to confer with a steward or any Employee, he/she must first notify the shift supervisor. The Employee will not be granted permission for such conference if it will interfere with the normal operations of the City or its Police Department. No Employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

**ARTICLE 6**  
**PERFORMANCE AND DISCIPLINE**

Section 6.1.

The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees. The Union recognizes that to provide maximum opportunities for employment and fair compensation, the City must operate the Police Department efficiently, and at the lowest possible cost consistent with fair labor standards. The Union recognizes the need for fair and appropriate discipline to ensure Employee conduct is consistent with established standards reasonably related to Employee job performance. In furtherance of these objectives, the Union agrees to:

- (a) Cooperate with the City and support its efforts to assure a full and fair day's work by Employees;
- (b) Actively combat Employee absenteeism and any other practice that restricts efficient operations of the City and its Police Department, and
- (c) Strive to maintain and improve good will between the City, the Union, the Employees, and the public.

Section 6.2.

The City shall not discipline any Employee without just cause. Disciplinary actions may include: training, written counseling, written reprimand, suspension without pay, demotion, and discharge.

Section 6.3.

On disciplinary matters requiring less than discharge or suspension for a single violation, the Employer shall give at least two (2) warning notices in writing, with a copy to the Local Union, to any employee on any violation before suspension or discharge may be imposed. Warning letters will not be used for future disciplinary action after twelve (12) months.

**ARTICLE 7**  
**SALARIES AND WAGES**

The following is the salary schedule for fiscal year July 1, 2020, through June 30, 2023:

	7/1/20 -2.75%	7/1/21-2.5%	7/1/22 - 2.5%
Probationary Patrol (12 months)	21.59	22.13	22.68
Patrol (12 months)	25.29	25.92	26.57
Patrol II (36 months)	26.97	27.64	28.33
Patrol III (60 months)	29.13	29.86	30.61
Sergeant	31.64	32.43	33.24

**ARTICLE 8**  
**JURY DUTY AND COURT APPEARANCES**

Section 8.1.

Employees may be required to appear as witnesses in court as a direct result of employment with the City. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay. Employees so appearing during their off-duty hours must be in uniform and will be paid for all hours spent with a minimum of two (2) hours at the rate of one and one-half times their regular rate of pay. If an Employee so appears while off-duty and the appearance has been canceled, the City will pay two (2) hours at time and one-half (1½), but if the Employee has been notified properly of the court cancellation, the City will not be obligated to pay the Employee.

Section 8.2.

Employees may be subpoenaed to appear as witnesses in a job related civil case. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay. Employees appearing in a job related civil case while off duty, will be paid for all hours spent with a minimum of two (2) hours at the rate of one and one-half times their regular rate of pay. Adequate prior notice must be provided to the City by the Employee.

Section 8.3.

Employees appearing as parties or witnesses in cases relating to Union or personal affairs will be at the Employees' own expense (vacation or unpaid leave). Adequate prior notice must be provided to the City by the Employee.

Section 8.4.

Employees required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible Employees shall present proof of service the amount of pay received. Employees will report immediately for work if they are excused or discharged from the jury before the end of their scheduled hours of work.

**ARTICLE 9**  
**WORK WEEK AND PAY DATES**

Section 9.1.

The regular work week will begin at 12:01 A.M. Monday. A regular work week will be eighty (80) hours in a two-week period.

Shift #1	7:00 a.m. - 3:00 p.m.
Shift #2	3:00 p.m. - 11:00 p.m.
Shift #3	11:00 p.m. - 7:00 a.m.

Shifts are subject to section 9.2.

The work week shall consist of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts or six (6) twelve (12) hour shifts, and one (1) eight (8) hour shift in a two (2) week period subject to section 10.2.

Section 9.2.

The Chief may establish, modify or adjust the shifts and hours as needed as he/she deems appropriate. Any change of basic hours shall be by written authorization by the Chief. There shall be no trading of work assignments except by specific approval of the Chief or in the Chief's absence the Sergeant. Notification of any change in shift hours shall be made seven (7) days in advance of change except in case of emergency. Emergency is defined as: Any situation in which any City, County, State, or National official or agency has declared a state of emergency, or, when a change in staffing occurs which is out of the City's control, including illness, termination, military leave, jury duty, and/or funeral leave.

Full and part-time Employees shall be offered, on an equal and rotating basis, uncovered shifts that the Chief determines should be covered. An Employee's refusal to work an offered shift under this Section shall constitute acceptance of a turn in the rotation cycle.

Whenever possible and except as otherwise determined by the Chief each Employee shall receive a thirty (30) minute lunch period during his/her regular shift. Each Employee shall receive a break period whenever possible as determined by the Chief. The Employee shall be available for emergency calls during lunch and break periods.

Section 9.3.

Overtime shall be paid after eight (8) hours in any scheduled eight (8) hour day, ten (10) hours in any scheduled ten (10) hour day, or twelve (12) hours in any scheduled twelve (12) hour day. Any scheduled overtime shall be paid at one and one-half (1½) times the regular rate.

If an Employee is called to cover a shift with less than 24 hours notice (emergency call-in), that Employee will be paid at the rate of one and one-half (1 ½) times their hourly rate.

Section 9.4.

An Employee shall be paid thirty dollars (\$30.00) for being on call plus a two (2) hour minimum, if called in. On call means when no officer is on duty physically for a shift.

Section 9.5.

The standard payroll shall be paid every two (2) weeks with paydays on the Friday following the end of the payroll period.

Section 9.6.

Unless prohibited by the Fair Labor Standards Act, as an alternate to compensation at overtime rates for time worked in excess of the standard, the Employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the overtime actually worked.

All Employees shall be allowed to build up to eighty (80) hours of comp time.

**ARTICLE 10**  
**HOLIDAYS**

Section 10.1.

During the term of this Agreement, the City recognizes the following ten (10) holidays:

- |                  |                           |
|------------------|---------------------------|
| New Year's Day   | Veterans Day              |
| Presidents' Day  | Thanksgiving Day          |
| Memorial Day     | Friday after Thanksgiving |
| Independence Day | Day before Christmas      |
| Labor Day        | Christmas Day             |

Section 10.2.

All full time employees will observe the holiday on the day on which it falls. All Employees will be paid eight (8) hours holiday pay for all listed holidays. Employees who work a holiday will be paid at one and one-half (1 1/2) times their regular hourly rate for all hours worked.

**ARTICLE 11**  
**UNIFORM AND EQUIPMENT MAINTENANCE**

Section 11.1.

The City will purchase the items listed below for new and existing Employees, as recommended by the Chief of Police:

- |                      |        |
|----------------------|--------|
| Cap - winter         | 1 each |
| Pat down gloves      | 1 pair |
| Winter gloves        | 1 pair |
| Shirt - long sleeve  | 5 each |
| Shirt - short sleeve | 5 each |
| Mock Turtlenecks     | 5 each |
| Trousers             | 5 each |

Lightweight summer jacket	1 each
Winter jacket	1 each
Boots - winter	1 pair
Shoes - summer	1 pair
Belt - trousers	1 each
Belt - basket weave outside	1 each
Holster - high ride	1 each
Belt keepers	
Key Flap and Holder	
Single cuff case and cuffs or	2 each
Double cuff case and 2nd pair of cuffs	
Name Plate	1 pair
Brass	1 each
Badge set*:	
Breast badge	1 each
Hat badge	1 each
ID Holder w/badge and ID	1 each
Patches	
Body vest (armor)* -	
(replace every 5 years)	1 each
Pepper spray	1 each
ASP and ASP Holder	1 each
Rain Gear	1 each
One Sidearm*	1 each
Cellular Phone*	1 each

\*Ownership retained by City and use must be limited to job-related activities and communications

Section 11.2.

The City will provide a seven hundred dollar (\$700.00) clothing allowance per officer per year of the contract. The allowance will be used for replacement of issued uniforms and issued equipment, or the purchase of clothing items used in the performance of the Employees duties as employed with the City. The City will be responsible for the replacement of firearms or related equipment; radio or related equipment; or Body Armor.

Section 11.3.

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the City at no cost to the Employee.

Section 11.4.

Employees with prior authorization by the Chief to use their own personal vehicles to provide their own transportation to perform their job function will be compensated by the City at the current IRS rate per mile.

Section 11.5.

Any expenses incurred in the line of duty by Employees shall be reimbursed to the Employee after bill is approved by the Chief and submitted to City Council.

Section 11.6.

The City will reimburse each Employee one hundred dollars (US \$100.00) per year for membership at area fitness center.

**ARTICLE 12**  
**GROUP HEALTH, LIFE AND DISABILITY INSURANCE**

Section 12.1.

The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time Employees including family or dependent coverage except that:

(a) Beginning on July 1, 2020 and continuing until June 30, 2022 all Employees shall pay eighteen percent (18%) of the health and dental insurance premiums per month for single coverage. Beginning on July 1, 2022 the Employee shall pay nineteen percent (19%) of the health and dental insurance premiums.

(b) Beginning on July 1, 2020 if an Employee chooses family or dependent health coverage he/she shall pay eighteen percent (18%) of the health and dental insurance premiums per month for family or dependent coverage. Beginning on July 1, 2022 the Employee shall pay nineteen percent (19%) of the health and dental insurance premiums.

The City shall reimburse Employees for one-half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The Employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated Third Party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance without prior negotiations with the Union bargaining agent. Coverage periods, coverage requirements and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a vision care plan as outlined and approved by the Mt. Vernon Self Funded Vision Care plan enacted on 3-1-2003; said plan to cover Employee's spouse and children (if any).

Section 12.2.

The City will provide life insurance equal to two (2) times an Employee's annual salary up to one hundred thousand dollars (\$100,000.00) for full-time Employees with the coverage to be effective on or off the job and an additional twenty-five thousand dollars of coverage (\$25,000.00) for accidental death of the Employee.

Section 12.3.

The City will provide ten thousand dollars (\$10,000.00) life insurance on an Employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.

Section 12.4.

Eligible Employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage, for a maximum

of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

Section 12.5.

Beginning on July 1, 2018, the City will provide and pay all costs associated with the setup and annual maintenance of a flex spending program.

**ARTICLE 13**  
**SICK AND PERSONAL LEAVE**

Section 13.1.

Sick leave shall accrue at the rate of nine and one-third (9.33) hours per month with a maximum accrual of five hundred twenty (520) hours.

Section 13.2.

- a. Anyone who had accumulated over 840 hours as of June 30, 2011, will be allowed to keep the hours accumulated over 840 hours for use for a certifiable catastrophic illness but there will be no further accumulation for any Employee except as provided in paragraph 14.2.b.
  
- b. Employees shall not accumulate more than 520 hours of sick leave, but may continue accruing sick leave beyond 520 hours solely for the purpose of converting sick leave to vacation subject to the following limitation. Employees, after accumulating 520 hours of sick leave may trade 16 hours of sick leave earned in excess of the 520 hour limit for 8 hours of vacation up to a maximum of 40 hours extra vacation per fiscal year. All extra vacation days must be used by the end of the fiscal year (June 30) in which the sick days in excess of 520 hours are earned so that no employee has credit for more than 520 sick hours at the beginning of each year (July 1). There will be no accumulation of hours above 520 for any other purpose.

Section 13.3.

Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional pay check to the employee or his estate. Pay rate will be at the Employee's regular rate. Upon termination (voluntary/involuntary) the Employee shall receive one-half (1/2) of all accumulated sick leave pay to a maximum of 200 hours. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 13.4.

Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation or days off, without a certification from a physician. Sick leave pay will not be granted for more than two (2) consecutive work shifts without certification from a physician.

Section 13.5.

An Employee who suffers a duty-related injury will receive worker's compensation coverage, and the City will pay the difference required to allow the Employee to receive his/her normal bi-weekly pay while on duty-related injury leave, up to a maximum of nine (9) months.

Section 13.6.

Employees may use up to forty-eight (48) hours of their earned sick days per year for the comfort and care and transportation to hospitals and doctors offices for their immediate family only, upon receipt of certification from doctor or physician.

Section 13.7.

All Employees shall receive twenty-four (24) personal hours per year on the employee's anniversary date. Personal days may be taken in one hour increments. There will be no carry over of personal days.

**ARTICLE 14**  
**VACATION LEAVE**

Section 14.1.

All regular full-time Employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1-5 years of service	80 hours of vacation
After 6-10 years of service	120 hours of vacation
After 11-19 years of service	160 hours of vacation
After 20 years of service	200 hours of vacation

Section 14.2.

If an Employee has been employed for a period of more than twelve (12) months, payment for vacation hours earned but unused will be paid upon retirement, resignation or dismissal. Upon an Employee's death, payment will be made to the surviving spouse or the estate of the Employee.

Section 14.3.

Vacations shall be scheduled on a seniority basis. Subject to approval by the Chief, vacations may be taken one day at a time.

Section 14.4.

Employees may carry over unused vacation up to eighty (80) hours from one year to the next. Beginning on July 1, 2012, the carryover of unused vacation shall be based on the Employee's anniversary date rather than fiscal year. Any unused vacation exceeding 80 hours as of the Employee's anniversary date will be lost.

**ARTICLE 15**  
**FUNERAL LEAVE**

If an Employee is scheduled to work, a paid leave of absence of time required up to thirty (30) hours will be granted for a death within the immediate family so long as prior approval is obtained from the Chief. Immediate family shall include the following relatives: wife, husband, son, daughter, step-children, sister, brother, grandparents, parents and step-parents of Employee or spouse.

**ARTICLE 16**  
**MILITARY LEAVE**

All regular Employees entering into military service of the United States, including the National Guard and Reserves, shall be given a leave of absence for the time spent in the service, provided that within ninety (90) days upon release from service, they report for duty at their old job at the prevailing rate of pay for the class and job code. Any regular Employee shall be reimbursed at his/her current rate or pay at the time of entering service during the first thirty (30) calendar days of his/her military leave. Seniority and longevity will be maintained [and increases shall be given as if no absence existed] during the entirety of the military leave. Cf. Iowa Code § 29A.28. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

**ARTICLE 17**  
**TRAINING AND EDUCATION**

Section 17.1.

The City shall provide and pay for all expenses incurred for the attendance in service training schools. No Employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Employees required to attend departmental training or squad meetings will be allowed to take said time from their regular scheduled shift or shall be paid within twenty-two (22) working days at the discretion of the City. All new officers employed by the City shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to insure that they are certified Iowa peace officers.

All Employees hired after July 1, 1998, will be required to sign an agreement titled "Law Enforcement Hiring Agreement" which will be a legally binding document substantially in the form attached but subject to modification as determined by the parties to the Agreement at the time of hire.

Section 17.2.

Employees may attend college or university classes, which have been pre-approved by the Chief or other designee authorized by the Mayor and Council. The City shall reimburse the police officer's tuition and book expense for all such pre-approved classes, after completion of said class and evidence by an official transcript (or certificate) showing a minimum passing grade of C or above.

**ARTICLE 18**  
**BULLETIN BOARD**

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

## **ARTICLE 19** **SENIORITY**

### Section 19.1.

Seniority as used herein is defined as a right accruing to Employees through continuous time in grade and classification, while employed by the City's Police Department, which entitles them to certain considerations and preferences as provided for in this Agreement.

### Section 19.2.

A probationary period of twelve (12) months shall be required for both full-time and part-time sworn officers. The twelve (12) month probationary period covers only performance and job-related qualifications. Seniority accrues during the probationary period.

### Section 19.3.

All fringe benefits are granted to a full-time police officer (officers who work an average 40 hr. week and a 2080 hr. year) upon employment. All employees who are re-employed by the Employer who continued to work in the profession shall receive seniority credit for previous service excluding the time period they had not been in the service of the Employer.

If a regular part-time Employee becomes a full-time Employee, seniority shall be established by pro-rating time worked as a part-time Employee as follows:

$$\frac{\text{Average number of hours worked per week}}{40} \times \text{number of years worked} = \text{Years of Seniority}$$

[Example: 10 hrs per wk avg/40 (.25) x 10 years = 2.5 years of Seniority]

### Section 19.4.

When feasible, seniority shall govern lay offs and recalls.

Lay offs shall be made in reverse order of seniority if the remaining employees can qualify to do the work. If any job coming under this Agreement is eliminated, Employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement. All Employees on lay off status shall retain their seniority.

Employees shall be recalled according to seniority if they are qualified for the positions to be filled. An Employee shall be given ten (10) days notice of recall by certified letter, mailed to their last known address. The Employee must respond to the recall notice within three (3) days after the receipt of the notice and report to work within seven (7) days after receipt of notice unless otherwise mutually agreed by the City, the Union and the Employee. An Employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. If the Employee fails to comply with the provisions of these recall procedures, he/she shall be terminated and lose all seniority rights under this Agreement.

**ARTICLE 20**  
**SAFETY**

The City shall comply with all safety regulations as set out by Department of Labor (OSHA), both State and Federal, regarding safety and health. Whenever an Employee is required to transport a prisoner from one location to another the Employee shall be accompanied by one (1) additional Employee for each prisoner. It is understood that movement to and from court or a non-dangerous prisoner within the county or immediate area may be exempt if circumstances so warrant. However, all interstate transportation or transportation of any dangerous prisoner shall require two (2) Employees for one prisoner. Night patrol cars shall be equipped with a vehicle security cage.

**ARTICLE 21**  
**RIGHTS OF EMPLOYEES**

Section 21.1.

If an Employee is required to be questioned concerning an administration problem, the questioning will be done at a reasonable hour and whenever possible during the time of duty of the Employee unless the importance of the investigation dictates otherwise. The Employee shall have the right, if he/she so chooses, to have a steward present at all times.

Section 21.2.

The questioning of Employees concerning criminal charges shall be governed by the same rules as for a citizen, to include; being informed of the nature of the investigation before the questioning begins, advising an Employee of his/her rights if he/she is the subject or target of criminal investigation and advising as to the availability of examination or questioning with polygraph as a voluntary alternative of the Employee. If an Employee is a suspect or the target of a criminal investigation, he/she shall be given all rights and privileges pursuant to the Constitution of the United States.

Section 21.3.

No Employee shall be compelled to submit to an examination or questioning by polygraph and any refusal to take such examination shall not be cause for disciplinary action or dismissal.

Section 21.4.

Upon request of an Employee, the City shall produce for examination by the Employee or the legal representative so designated by the Employee, time sheets and other records pertaining to the computation of compensation of the Employee, or other records of the Employee pertaining to a specific grievance. Examination of such information shall take place at a reasonable time during regular business hours at the location where the records are usually kept. Examination of such information will be limited in accordance with Iowa law. No such information shall be produced without the consent of the Employee involved.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

Section 22.1.

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 22.2.

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The City's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the City, all grievances shall be processed outside the Employee's workday.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any Employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or complaint.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore referred to in this Article.
- g. At all steps of a grievance the City and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every Employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Section 22.3.

First Step.

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their immediate supervisor. If requested by the allegedly aggrieved Employee, the recognized Union representative may be present in this informal discussion.

#### Section 22.4.

##### Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved Employee shall file the grievance in writing with the Employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the Employee and his/her Union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the Employee within seven (7) calendar days following the meeting between the supervisor and the Employee.

#### Section 22.5.

##### Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the Employee, if he/she so desires may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the Employee, the Union representative of the Employee, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the Employee, the immediate supervisor, and the Union representative of the Employee.

#### Section 22.6.

##### Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The Employee and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach

agreement on an arbitrator within seven (7) calendar days, the PER Board shall be requested to provide a panel of five (5) arbitrators.

- c. Upon receiving the panel list from the PER Board, the parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one(1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the City and the Employee or his/her representative(s).

#### Section 22.7.

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

### **ARTICLE 23 SEVERABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

### **ARTICLE 24 GENERAL CONDITIONS**

#### Section 24.1.

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine,

the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 24.2.

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Neither the City nor the Employees shall be asked to make any written or verbal contract which will in any way conflict with this Agreement.

**ARTICLE 25**  
**EFFECTIVE DATE AND TERM**

Section 25.1.

This Agreement shall be effective July 1, 2020 through June 30, 2023.

Section 25.2.

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15<sup>th</sup> of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

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

By \_\_\_\_\_  
Business Representative

By \_\_\_\_\_  
City Administrator

EXHIBIT 1  
AGREEMENT

This agreement is entered into by the City of Mt. Vernon, Iowa (City) and \_\_\_\_\_, (Employee).

THE INTENT OF THE AGREEMENT IS TO PROVIDE FOR THE TRAINING OF \_\_\_\_\_ AS A POLICE OFFICER AND TO SPECIFY THE CONSIDERATION THAT \_\_\_\_\_ PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST IN CONTINUED EMPLOYMENT WITH THE CITY OF MOUNT VERNON.

1. The City and Employee agree that the Employee will attend the \_\_\_\_\_ (insert training entity) at the expense of the City to receive certification as a Law Enforcement Officer. The training will occur when the Employee is accepted for training class and as authorized by the Chief of Police. The City shall pay the expense of training and shall pay the Employee's regular wages during this training.

The Employee agrees that they will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated in this agreement. The expenses which the Employee agrees to reimburse include the City's cost of the Employee's paid time attending, traveling to and from and studying for classes on City time, as well as the City's expenditure for the Employee's mileage, food, lodging and tuition while attending, and the City's cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of the employee requires the payment of overtime to the replacing Officer. All of these reimbursable costs are referred to generally as "total training expenses".

The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training Expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.

2. Employee may, at the City's option be required to work for the Mt. Vernon Police Department while attending the training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in the attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. Employee shall have a probationary period consistent with the City Union Contract and State law.
4. Employee shall serve as a full-time police officer of the City, after graduation from \_\_\_\_\_ (insert training entity) and certification as a Law enforcement Officer.
5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least four years from the date when the Employee graduates from \_\_\_\_\_ (insert training entity) and receives certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 10.
7. In the event the Employee voluntarily resigns from the Mt. Vernon Police Department without having served as a certified police officer for at least four years, the Employee shall reimburse the City for total training expenses incurred per the following schedule:
  - a. The amount of reimbursement shall be determined as follows:
    - (1) If a law enforcement officer resigns less than one (1) year following completion of approved training, one hundred percent (100%) of the total training expenses.
    - (2) If a law enforcement officer resigns one (1) year or more but less than two (2) years after completion of approved training, seventy-five percent (75%).
    - (3) If a law enforcement officer two (2) years or more but less than three (3) years after completion of the approved training, fifty percent (50%).
    - (4) If a law enforcement officer resigns three(3) years or more but less than four (4) years after completion of the approved training, twenty-five percent (25%).
8. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least four years, the Employee shall reimburse the City for total training expenses incurred. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.
9. At the end of four (4) years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero (0) dollars.

10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum Monthly Payment	Annual Percentage Rate
One Hundred Dollars (\$100.00)	Six Percent (6%)

The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the Employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chap. 85 or Chap. 411 of the Iowa Code, while in the employ of the City any reimbursement training expenses shall cease.
12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.
13. Employee shall notify City of Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's de-certification as an Iowa Law Enforcement Officer along with any other legal or equitable remedy including attorney's fees.
15. This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through any training entity.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of Mount Vernon, Iowa.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Mayor

EXHIBIT "A"

Tuition: \_\_\_\_\_

Meals: \_\_\_\_\_

Mileage to be reimbursed at the IRS rate

Post test cost (actual cost) \$ \_\_\_\_\_

MMPI cost (actual cost) \$ \_\_\_\_\_

Evaluation - actual cost invoiced

Hourly rate at \_\_\_\_\_ per hour or contract wages incurred during training

Overtime rate to be determined for replacement

Medical evaluation expenses as billed

Drug testing expenses as billed

Other expenses

EXHIBIT "B"

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE MOUNT VERNON POLICE  
DEPARTMENT CANINE OFFICER POSITION  
May 1, 2018-September 30, 2025<sup>1</sup>**

This document represents the understanding between the City of Mount Vernon ("City") and Teamsters #238 ("Union") as required by the Collective Bargaining Agreement ("CBA") between the parties regarding Officer Steve Moel's appointment to the Canine Handler position for the City of Mount Vernon Police Department. The CBA requires the parties reach an agreement regarding a special assignment's supplemental pay and benefits.

1. Appointment to Canine Handler is a minimum six (6)-year commitment. Appointment to the canine position will commence upon receipt of the drug dog on or about May 1, 2018, and terminate no sooner than six years after the dog's arrival. However, the City may terminate the appointment at its discretion if the officer is not fulfilling the position's commitments or if the canine becomes unable to work as an Officer. Furthermore, the City and the Union may agree to extend the appointment upon the expiration of this Memorandum of Understanding; however, both parties must agree to such extension in writing.
2. The Canine Handler shall continue to receive pay and other benefits consistent with the CBA. In addition to those pay and benefits, the Union, the City, and the Canine Handler agree that the Canine Handler shall be compensated for an additional eight (8) hours per month for the ordinary care-taking and training of the canine to compensate the Canine Handler for time spent off duty in the care and maintenance of the assigned canine. In the event that extraordinary care is required (e.g., time spent in trips for veterinary care), that time shall be captured by the Canine Handler and reported to the employer for compensation.
3. The Canine Handler will remain part of the normal department schedule, with the understanding that his/her shifts may be modified as needed as related to training, care, and use of the K9.
4. If the Canine Handler is requested by a Supervisor to respond to an incident while off-duty, the Handler shall receive a minimum of two (2) hours of pay.

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<sup>1</sup> May 1, 2018-September 30, 2025 is an estimated time based on the drug dog's estimated arrival. The exact date this Memorandum of Understanding begins on the date of the drug dog's arrival. The Memorandum of Understanding shall terminate six (6) years after the date of the drug dog's arrival.

5. The Handler agrees that eight (8) hours each month he/she will be off the patrol schedule for training purposes. All training must be approved by the Chief of Police or his/her designee.
6. The Canine Handler shall assume all responsibility for the canine and is responsible for the dog's care and well-being. The Canine Handler may have to give up any other dogs as determined by the department. The Handler shall house the canine at the Handler's residence in a safe and secure manner with adequate provisions and facilities to properly care for the health and well-being of the canine. The Handler is required to provide proof of homeowners' insurance which will protect him/her from any off-duty liability. If the canine is injured, or death occurs due to recklessness or negligence, the officer shall reimburse the City for the cost of the canine.
7. The City will provide the Canine Handler with a "take home" car, fuel, cell phone, laptop computer with police software and a body camera to be used for official purposes, to transport the canine to and from work or for other canine well-being needs. The vehicle will be equipped with canine equipment for the safety and well-being of the canine. The City will maintain the vehicle and equipment inside the vehicle. The vehicle may occasionally be used for normal patrol duty by other officers, as determined by the Chief of Police.
8. The City will provide incidental expenses for the canine such as food, bowls, leashes, harnesses, veterinary services, training material, outdoor dog kennel/run, etc. The Handler shall provide receipts for incidental expense reimbursement.
9. Veterinary services for the canine, except in an emergency, shall be performed by a veterinarian approved by the City.
10. If the Canine Handler anticipates being out of town and separated from the canine for an extended period of time, he/she must notify the Chief of Police and make proper arrangements for the care of the canine. The Canine Handler must receive approval from the Chief of Police in order to utilize a boarding kennel. The Handler will not be compensated, as defined in paragraph 2, while the canine is at a boarding kennel (i.e. Kennel time per week = reduction of 2 hours compensation per month).
11. The City will provide the Canine Handler with department approved uniforms and training uniforms.

12. The Canine Handler shall agree to take possession and ownership of the canine if the canine is retiring from duty or relieved from duty due to injury, or if the handler is transferred, promoted or retires and a decision is made not to retrain the canine for another Handler.
13. The Canine Handler will retain and submit canine reports and evaluations requested by the department.
14. The Canine Handler shall be allowed one (1) paid day of bereavement leave due to the death of the canine, unless the death was a result of recklessness or negligence.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
For the City

\_\_\_\_\_  
Canine Handler/Officer

\_\_\_\_\_  
For the Union

**MASTER AGREEMENT**  
**BETWEEN**  
**THE CITY OF MOUNT VERNON**  
  
**AND**  
**THE CHAUFFEURS, TEAMSTERS AND HELPERS**  
**LOCAL UNION NO. 238**  
**PUBLIC SERVICES AGREEMENT**  
**JULY 1, 2020, THROUGH JUNE 30, 2023**

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**ARTICLE 1**  
**PREAMBLE**

THIS AGREEMENT is entered into by and between the CITY OF MOUNT VERNON (City), and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238 (Union), affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of the employees included within the certified bargaining unit as defined in Article 2 below (Employees).

The purpose of this Agreement is to promote and maintain harmonious relations between the City, the Union and the Employees; to promote excellence and efficiency in city governance; to provide for equitable and peaceful means of resolving grievances; and to establish fair wages, hours, terms and working conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Employees as certified by Public Employees Relations Commission Board Order of Certification Case No. 2275, for those Employees as listed:

INCLUDED: All regular full-time and regular part-time Employees in the City Hall Office and the Streets, Water, and Sewer Treatment Departments.

EXCLUDED: All Police Department Employees, the City Administrator, the City Engineer, the Parks and Recreation Director, and the Zoning Administrator.

**ARTICLE 3**  
**NON-DISCRIMINATION**

Section 3.1.

The City will not interfere with the rights of the Employees to become members of the Union. The Union will not interfere with the rights of the Employees to refrain from Union membership. No Employees covered by this Agreement will be discriminated against by the City or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or interfere with the operations of the City. The City will determine when an interruption or interference has occurred.

Section 3.2.

Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, handicap/disability, marital status or religion. However, both the City and the Union agree that allegations of employment discrimination will not be processed through the contractual grievance/arbitration procedure provided for in this Agreement because other, adequate procedures exist as established by the City, Linn County, the State of Iowa, and the United States.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

Section 4.1.

In addition to all powers, duties and rights of the City established by constitutional provision, statute, ordinance, rule, regulation, charter or special act, the Union recognizes the right of the City to operate, manage and direct all affairs of the City, including the rights to:

- (a) Manage Employees;
- (b) Hire, rehire, reinstate, promote, transfer, schedule, assign and retain Employees;
- (c) Suspend, demote, discharge, or take other disciplinary action against Employees for just cause;
- (d) Lay off and recall Employees;
- (e) Maintain order and efficiency in the operation of the City;
- (f) Determine the structure and organization of the City, including the right to:
  - (i) Extend, maintain, curtail or terminate operations of the City;
  - (ii) Supervise, subcontract, create, modify, expand, consolidate, merge or terminate any department, division, section, organizational unit, project, job classification and job duty;
  - (iii) Determine the size and location of the operations of the City;
  - (iv) Determine the type and amount of equipment to be used;
- (g) Determine the number of Employees who shall be employed by the City at any time;
- (h) Determine the number, types, and grades of positions or Employees assigned to a department, division, section, organizational unit, project, job classification, job duty together with the right to alter, combine, reduce, expand or cease any position not prohibited by law;
- (i) Determine the number and starting times of shifts, the number of hours and days in the work week and hours of work;
- (j) Assign work;
- (k) Determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

- (l) Establish internal security practices; and
- (m) Promulgate and enforce rules, regulations and policies.

Section 4.2.

The list of management rights, set forth above in Section 1 of this Article 4 is not exclusive. Except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority and prerogatives the City had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights described above in Section 1 of this Article 4 are not grievable unless specifically and expressly permitted by a later section of this Agreement.

**ARTICLE 5**  
**UNION REPRESENTATION**

Section 5.1.

The City recognizes the right of the Union to designate a reasonable number of stewards and alternates from the City's seniority list. Reasonable number shall mean up to one (1) steward per ten (10) Employees. The Union shall provide the City with a list of stewards and any changes thereto.

The authority of stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of this Agreement.
- (b) The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
  - (i) Have been reduced to writing; or
  - (ii) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

A steward is expected to contact Employees regarding grievances and Union matters at shift changes unless the steward has secured prior permission from the City Administrator. A steward may not leave his/her job assignment or cause another Employee to leave his/her job assignment without prior permission from the City Administrator. The time spent by stewards and Employees under this section 5.1 of this Article 5 shall be without pay.

Section 5.2.

An Authorized representative of the Union upon advance notice given to the City Administrator may visit and confer with representatives of the City. If a Union representative desires to confer with a steward or any Employee, he/she must first notify the shift supervisor. The Employee will not be granted permission for such conference if it will interfere with the normal operations of the City. No Employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

**ARTICLE 6**  
**PERFORMANCE AND DISCIPLINE**

Section 6.1.

The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees. The Union recognizes that to provide maximum opportunities for employment and fair compensation, the City must operate efficiently, and at the lowest possible cost consistent with fair labor standards. The Union recognizes the need for fair and appropriate discipline to ensure Employee conduct is consistent with established standards reasonably related to Employee job performance. In furtherance of these objectives, the Union agrees to:

- (a) Cooperate with the City and support its efforts to assure a full and fair day's work by Employees;
- (b) Actively combat Employee absenteeism and any other practice that restricts efficient operations of the City; and
- (c) Strive to maintain and improve good will between the City, the Union, the Employees, and the public.

Section 6.2.

The City shall not discipline any Employee without just cause. Disciplinary actions may include: training, written counseling, written reprimand, suspension without pay, demotion, and discharge.

**ARTICLE 7**  
**SALARIES AND WAGES**

The following is the salary schedule for fiscal year July 1, 2020 through June 30, 2023, shall be as follows:

	7/1/20-2.75%	7/1/21-2.5%	7/1/22-2.5%
Operator I (12 months) and Administrative Assistant (12 months)	19.82	20.32	20.83
Operator II and Administrative Assistant II	23.67	24.26	24.87
Operator III and Administrative Assistant III	26.39	27.05	27.73
Lead Operator	30.04	30.79	31.56
Assistant Lead Operator I	28.62	29.34	30.07
Deputy Clerk	28.62	29.34	30.07

An employee who has been employed as an Operator will become an Operator III on his or her fifth (5<sup>th</sup>) anniversary if not previously promoted to that designation.

## **ARTICLE 8**

### **JURY DUTY AND COURT APPEARANCES**

#### Section 8.1.

Employees may be required to appear as witnesses in court as a direct result of employment with the City. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay.

#### Section 8.2.

Employees may be subpoenaed during duty hours to appear as witnesses in cases not directly related to their employment with the City, Union affairs or their own personal affairs. Employees so subpoenaed will be allowed time off with pay for this purpose. Adequate prior notice must be provided to the City by the Employee.

#### Section 8.3.

Employees appearing as parties or witnesses in cases relating to Union or personal affairs will be at the Employees' own expense (vacation or unpaid leave). Adequate prior notice must be provided to the City by the Employee.

#### Section 8.4.

Employees required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible Employees shall present proof of service the amount of pay received. Payment in time difference will not exceed sixty (60) days in one (1) calendar year. Employees will report immediately for work if they are excused or discharged from the jury before the end of their scheduled hours of work.

## **ARTICLE 9**

### **WORK WEEK AND PAY DATES**

#### Section 9.1.

The regular work week will begin at 12:01 A.M. on Sunday. The regular work week will be forty (40) hours of five (5) consecutive regular work days, Monday through Friday.

#### Section 9.2.

The regular workday consists of eight (8) work hours. Starting and ending hours of work shall be determined by the City and posted.

Employees working or scheduled to work that day for four (4) hours shall be entitled to one (1) twenty (20) minute work break.

All Employees working or scheduled to work that day for eight (8) hours shall be entitled to two (2) twenty (20) minute work breaks, one (1) in the morning and one (1) in the afternoon. Breaks may not be taken sooner than two (2) hours after the start of a shift nor end later than one (1) hour before the end of a shift. Breaks

shall include travel time. Breaks may not be used to leave early or to extend or prolong a lunch period.

Employees working or scheduled to work more than six (6) hours in a day shall be entitled to take an unpaid one (1) hour meal to be taken as scheduled by the supervisor. Employees working at their shops must punch in and out for lunch. Employees may use the company vehicle to travel to and from lunch breaks.

### Section 9.3.

The City shall have the right to require overtime work. The City will apportion the opportunity to work overtime as equally as possible among qualified Employees in the job classification. The apportionment is not grievable.

Except as otherwise provided in this Article, Employees working in excess of either the standard work day or the standard work week, that is, working overtime, will not be paid unless the work is performed at the direction of or with the express approval of the department head, City Administrator or Mayor.

Overtime shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act.

Overtime shall be paid as follows:

- (a) Time and one-half (1½) shall be paid for all work performed in excess of eight (8) hours per day. Such overtime pay will not be paid, except for those hours at the end of a shift in excess of eight (8) consecutive hours, regardless of the starting time of the shift.
- (b) Time and one-half (1½) shall be paid for all work performed on Saturday, Sunday and holidays in addition to holiday pay.
- (c) Overtime pay will be calculated on the basis of one and one-half (1½) times the employee's regular straight time hourly rate.

### Section 9.4.

The determination as to whether an employee is needed to be on call, i.e., immediately available for work, is determined by the City Administrator. An Employee shall be paid thirty (\$30.00) for each day he/she is on call (example: two (2) day weekend on call pay to be sixty dollars (\$60.00)). An Employee who is called in to perform work or pay at the applicable rate of pay. This does not apply to scheduled overtime or to overtime contiguous to a regular eight (8) hour work day.

### Section 9.5.

The standard payroll shall be paid every two (2) weeks with pay days on the Friday following the end of the payroll period.

### Section 9.6.

Unless prohibited by the Fair Labor Standards Act, as an alternate to compensation at overtime rates for time worked in excess of the standard, the Employee may

elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the overtime actually worked.

Compensatory time off shall be taken and used only at the convenience of the City and with the prior approval of the department head, City Administrator or City Administrator's Designee. Employees shall be compensated at time and one-half (1 1/2) for all hours in excess of eight (8) hours in any one day or forty (40) hours in any one week. An employee shall be allowed to build up eighty (80) hours of compensatory time.

## **ARTICLE 10** **HOLIDAYS**

### **Section 10.1.**

During the term of this Agreement, the City recognizes the following ten (10) holidays:

New Year's Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day

### **Section 10.2.**

All Employees will observe the holiday on the day on which it falls. The holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday, and on Monday where the holiday occurs on Sunday. Employees who observe a listed holiday will be paid eight (8) hours at their regular hourly rates of pay.

### **Section 10.3.**

If a holiday for which an Employee is eligible for holiday pay falls within an Employee's vacation period, the Employee will not be charged for a vacation day on account of the holiday.

## **ARTICLE 11** **UNIFORMS - MILEAGE - EXPENSES- BONDS**

### **Section 11.1.**

The City Administrator shall designate approved work clothes to be worn by employees during work hours. Employees will be allocated \$500 per contract year to be used for the procurement and maintenance of approved work clothes. All procurement must be preapproved by the City Administrator from designated vendors. Work clothes will include a require City logo and/or other clear identification as determined by the City Administrator. Employees shall wear approved work clothes, any required identification and any safety equipment specified by the City Administrator at all times while performing work for the City.

Office staff who choose to wear clothes other than designated approved clothing will not receive any allocation from the City for their procurement. Office staff will need to display clear identification as determined by the City Administrator.

Employees other than office employees will be allocated a maximum of \$150 per year for the purchase of safety shoes or boots. All procurement must be preapproved by the City Administrator from designated vendors.

Section 11.2.

Employees with prior authorization by the City Administrator to use their own personal vehicles to provide their own transportation to perform their job function will be compensated by the City at the current IRS rate per mile.

Section 11.3.

Expenses: An Employee shall obtain prior approval before incurring any expenses in the line of duty and thereafter shall be reimbursed by the City, provided the employee files the bill with the City Administrator.

Section 11.4.

The City will reimburse each Employee one hundred dollars (US \$100.00) per year for membership at area fitness center.

Section 11.5.

If the City requires Employees to give bond, the same shall be furnished at the City's expense.

**ARTICLE 12**  
**GROUP HEALTH, LIFE AND DISABILITY INSURANCE**

Section 12.1.

The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time Employees including family or dependent coverage except that:

(a) Beginning on July 1, 2020 and continuing until June 30, 2022 all Employees shall pay eighteen percent (18%) of the health and dental insurance premiums per month for single coverage. Beginning on July 1, 2022 the Employee shall pay nineteen percent (19%) of the health and dental insurance premiums.

(b) Beginning on July 1, 2020 if an Employee chooses family or dependent health coverage he/she shall pay eighteen percent (18%) of the health and dental insurance premiums per month for family or dependent coverage. Beginning on July 1, 2022 the Employee shall pay nineteen percent (19%) of the health and dental insurance premiums.

The City shall reimburse employees for one-half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The Employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated Third Party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance without prior negotiations with the Union bargaining agent. Coverage periods, coverage requirements, and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a

vision care plan as outlined and approved by the Mt. Vernon Self Funded Vision Care plan enacted on 3-1-2003; said plan to cover Employee's spouse and children.

Section 12.2.

The City will provide life insurance equal to two (2) times an Employee's annual salary up to one hundred thousand dollars (\$100,000.00) for full-time Employees, with the coverage to be effective on or off the job and an additional twenty-five thousand dollars (\$25,000.00) of coverage for accidental death of the Employee.

Section 12.3.

The City will provide ten thousand dollars (\$10,000.00) life insurance on the Employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.

Section 12.4.

Eligible employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

Section 12.5.

Beginning on July 1, 2018, the City will provide and pay all costs associated with the setup and annual maintenance of a flex spending program.

**ARTICLE 13**  
**SICK AND PERSONAL LEAVE**

Section 13.1.

Sick leave shall accrue at the rate of nine and one-third (9.33) hours per month with a maximum accrual of five hundred twenty (520) hours.

Section 13.2.

- a. The sick leave calculation will be changed from days to hours. The number of hours of sick leave will be reduced to 520 hours.
- b. Anyone who had accumulated over 840 hours as of June 30, 2011, will be allowed to keep the hours accumulated over 840 hours for use for a certifiable catastrophic illness but there will be no further accumulation for any Employees except as provided in paragraph 14.2.c.
- c. Employees shall not accumulate more than 520 hours of sick leave, but may continue accruing sick leave beyond 520 hours solely for the purpose of converting sick leave to vacation subject to the following limitation. Employees, after accumulating 520 hours of sick leave may trade 16 hours of sick leave earned in excess of the 520 hour limit for 8 hours of vacation up to a maximum of 40 hours extra vacation per fiscal year. All extra vacation days must be used by the end of the fiscal year (June 30) in which the sick days in excess of 520 hours are earned so that no employee has credit for more than 520 sick hours at the beginning of each year (July 1). There will be no accumulation of hours above 520 for any other purpose.

Section 13.3.

Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional pay check to the employee or his estate. Pay rate will be at the Employee's regular rate. Upon termination (voluntary/involuntary) the Employee shall receive one-half (1/2) of all accumulated sick leave pay. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 13.4.

Sick leave pay will not be granted for more than two (2) consecutive work shifts without certification from a physician.

Section 13.5.

When an Employee suffers from a duty related injury, he/she shall receive Worker's Compensation coverage and shall be guaranteed that the City will pay the difference between Worker's Compensation benefits and the employee's regular pay so that he will not lose his normal pay while on duty related injury time for a maximum of nine (9) months.

Section 13.6.

Employees may use up to forty-eight (48) hours of their earned sick hours per year for the comfort and care and transportation to hospitals and doctors offices of their immediate family only, upon written certification from doctor or physician.

Section 13.7.

All Employees shall receive twenty-four (24) personal hours per year on the Employee's anniversary date. Personal days can be taken in one hour increments. There will be no carry over of personal days.

**ARTICLE 14**  
**VACATION LEAVE**

Section 14.1.

All regular full-time Employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1-5 years of service	80 hours of vacation
After 6-10 years of service	120 hours of vacation
After 11-19 years of service	160 hours of vacation
After 20 years of service	200 hours of vacation

Section 14.2.

If an Employee has been employed for a period of more than twelve (12) months, payment for vacation hours earned but unused will be paid upon retirement,

resignation or dismissal. Upon the death of an Employee, payment will be made to the surviving spouse or the estate of the employee.

Section 14.3.

Vacation hours are calculated as per Section 15.1 of this Article and posted for all employees on the first pay period of each month and reflect the hours of vacation earned the previous month.

Section 14.4.

Vacations shall be scheduled on a seniority basis. Subject to approval of City Administrator, vacations may be taken in one (1) hour increments at a time.

Section 14.5.

Employees may carry over unused vacation up to eighty (80) hours from one year to the next. Beginning on July 1, 2012, the carry over of unused vacation shall be based on the Employee's anniversary date rather than fiscal year. Any unused vacation exceeding eighty (80) hours as of the Employee's anniversary date will be lost.

**ARTICLE 15**  
**FUNERAL LEAVE**

A paid leave of absence of time required up to three (3) days will be granted for a death within the immediate family, providing such is approved by the City Administrator prior to taking said leave. Immediate family shall include the following relatives: wife, husband, son, daughter, step-children, sister, brother, grandparents, parents and step-parents of an Employee or an Employee's spouse, and grandchildren.

**ARTICLE 16**  
**MILITARY LEAVE**

Section 16.1.

All regular Employees entering into military service of the United States, including the National Guard and Reserves, shall be given a leave of absence for the time spent in the service, provided that within ninety (90) days upon release from service, they report for duty at their old job at the prevailing rate of pay for the class and job code. Any regular Employee shall be reimbursed at his/her current rate or pay at the time of entering service during the first thirty (30) calendar days of his/her military leave. Seniority and longevity will be maintained [and increases shall be given as if no absence existed] during the entirety of the military leave. Cf. Iowa Code § 29A.28.

Section 16.2.

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

## **ARTICLE 17** **TRAINING**

### Section 17.1.

The City shall provide and pay for all expenses incurred for the attendance in service training schools. When the job necessitates the certification of Employees to remain in their present job class, the City shall provide training as specified by the certification agency. The City shall pay all tuition costs and registration fees and shall compensate Employees for scheduled work hours missed or for all time spent in training at their straight time hourly rates for travel time when necessary. The City shall furnish a car or pay mileage expenses, if the Employee is required to travel to attend training sessions. The City shall pay meal and lodging expenses when appropriate in accordance with the travel rules and regulations of the City in existence at the time of the travel. The payment required by this section will not be made at any time after the Employee enrolls but does not complete the training or does not receive the certification.

### Section 17.2.

Employees may be allowed to attend training schools or classes for certifications or licensing beyond what is required for their present job classification. The City Administrator, or other designee authorized by the Mayor and Council, shall have sole discretion in approving the training or class. In the event that the training or class is approved, the provisions of the previous paragraph will apply, however, in the event that the Employee voluntarily resigns within four years of receiving the training or class, the Employee will reimburse the City for the total training expenses incurred per the following schedule:

- (a) One year or less following the completion of the training class - 100%
- (b) More than one year but less than two years - 75%
- (c) More than two years but less than three years - 50%
- (d) More than three years but less than four years - 25%
- (e) More than four years - 0%

## **ARTICLE 18** **BULLETIN BOARD**

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

**ARTICLE 19**  
**SENIORITY AND PART-TIME**

Section 19.1.

Seniority as used herein is defined as a right accruing to Employees through continuous time in grade and classification, while employed by the City, which entitles them to certain considerations and preferences as provided for in this Agreement.

Section 19.2.

A probationary period of twelve (12) months shall be required for both full-time and part-time Employees. The twelve (12) month probationary period covers only performance and job-related qualifications. Seniority accumulates during the probationary period. All fringe benefits are guaranteed to a full-time employee upon employment.

Section 19.3.

If a regular part-time Employee becomes a regular full-time Employee, seniority shall be established by pro-rating time worked as a regular part-time Employee as follows:

$$\frac{\text{Average No. hours worked per week}}{40} \times \text{number of months worked} = \text{number of months for seniority purposes}$$

Section 19.4.

In the event it becomes necessary to reduce the work force, seniority will be followed. Employees with the least seniority shall be laid off first if the remaining employees can qualify to do the work or be trained to qualify satisfactorily for the work within 30 days. When recalling employees, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, employees who are qualified will be permitted to use their seniority to move into other jobs covered by this Agreement.

- A. In the event of a recall, a laid off employee shall be given ten (10) days notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- B. All employees on layoff status shall retain their seniority.

**ARTICLE 20**  
**SAFETY**

Section 20.1.

The City shall comply with all safety regulations as set out by Department of Labor (OSHA) both State and Federal regarding safety and health.

Section 20.2.

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the City at no cost to the Employee and shall be worn and/or used by the Employees.

**ARTICLE 21**  
**RIGHTS OF EMPLOYEES**

Upon request of an Employee, the City shall produce for examination by the Employee or the legal representative so designated by the Employee, time sheets and other records pertaining to the computation of compensation of the Employee, or other records of the Employee pertaining to a specific grievance. Examination of such information shall take place at a reasonable time during regular business hours at the location where the records are usually kept. Examination of such information will be limited in accordance with Iowa law. No such information shall be produced without the consent of the Employee involved.

**ARTICLE 22**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

Section 22.1.

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 22.2.

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
  
- b. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the grievance process. The failure of the Employee to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The City's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
  
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his representative shall be conducted

so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed by the Employer, all grievances shall be processed outside the employee's work day.

- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any Employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or complaint.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and his designated union representative heretofore referred to in this Article.
- g. At all steps of a grievance the City and Union shall have the right to have representatives attend any meeting required to resolve the grievance. Every Employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

#### Section 22.3.

First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor. If requested by the Employee, the recognized Union representative may be present in this informal discussion.

#### Section 22.4.

Second Step.

- a. If a grievance is not resolved informally at the first step, the Employee shall file the grievance in writing with the Employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the Employee and his/her Union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the Employee within fourteen (14) calendar days following the meeting between the supervisor and the Employee.

#### Section 22.5.

Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the Employee, if he/she so desires may file an appeal of the supervisor's answer within

seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the Employee, the Union representative of the Employee, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within fourteen (14) calendar days of the third step grievance meeting and communicate it in writing to the Employee, the immediate supervisor, and the Union representative of the Employee.

Section 22.6.  
Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply, then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The Employee and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- c. Upon receiving the panel list from the PER Board, the parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own costs and expenses of the arbitration proceedings. The fee of the arbitrator shall be shared equally by the City and the Employee or his/her representative(s).

Section 22.7.

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

**ARTICLE 23**  
**SEVERABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

**ARTICLE 24**  
**GENERAL CONDITIONS**

Section 24.1.

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 24.2.

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Neither the City nor the Employees shall be asked to make any written or verbal contract which will in any way conflict with this Agreement.

**ARTICLE 25**  
**EFFECTIVE DATE AND TERM**

Section 25.1.

This Agreement shall be effective July 1, 2020 through June 30, 2023.

Section 25.2.

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

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

By \_\_\_\_\_  
Business Representative

By \_\_\_\_\_  
City Administrator

EXHIBIT 1  
EMPLOYEE TRAINING AUTHORIZATION

Pursuant to Paragraph 17.2 of the Master Agreement between the City of Mount Vernon, Iowa, and the Chauffeurs, Teamsters and Helpers Local Union No. 238, Employees may be allowed to attend training schools or classes for certifications or licensing beyond what is required for their present job classification provided, however, that if the Employee voluntarily resigns within four years of receiving the training or class, the Employee will reimburse the City for the total training expenses incurred per the following schedule:

- (a) one year or less following the completion of the training or class - 100%
- (b) more than one year but less than two years - 75%
- (c) more than two years but less than three years - 50%
- (d) more than three years but less than four years - 25%
- (e) more than four years - 0%

\_\_\_\_\_ (name of Employee) has been authorized to attend the following training school or class: \_\_\_\_\_ (class description).

In the event Employee voluntarily resigns within four years of receiving the training or class, the Employee agrees to reimburse the City for the total training expenses incurred pursuant to the schedule above.

Dated \_\_\_\_\_

\_\_\_\_\_  
CITY ADMINISTRATOR

\_\_\_\_\_  
EMPLOYEE

**AGENDA ITEM # J - 5**

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

<b>DATE:</b>	June 15, 2020
<b>AGENDA ITEM:</b>	Re-opening City Facilities
<b>ACTION:</b>	Possible Motion

**SYNOPSIS:** City Hall is scheduled to open for regular business hours on June 15, 2020. On Wednesday, June 10, 2020, the Governor signed a new proclamation further reducing restrictions. Staff will have a breakdown of the new proclamation and new recommendations for the Council to consider on Monday.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**AGENDA ITEM # J - 6**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** Security Features – Police Station

**ACTION:** Motion

**SYNOPSIS:** One positive with Covid is the current savings to a number of individual City budgets. With the savings, I am asking the Council for permission to purchase the security features (doors and cameras) for the new police department. Monies spent from savings in the current budget will ease the burden placed on future franchise fees next fiscal year. Please see the attached documentation from Chief Shannon.

**BUDGET ITEM:** Police

**RESPONSIBLE DEPARTMENT:** Police

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**AGENDA ITEM # J - 7**

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

<b>DATE:</b>	June 15, 2020
<b>AGENDA ITEM:</b>	Gear Purchase – Fire Department
<b>ACTION:</b>	Motion

**SYNOPSIS:** The Fire Department will be replacing approximately 21 full sets of gear (pants, coats, boots, etc.). Staff is seeking approval of an amount not to exceed \$80,000.

**BUDGET ITEM:** Fire

**RESPONSIBLE DEPARTMENT:** Fire Chief

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

**AGENDA ITEM # J - 8**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** CIP Equipment – Public Works

**ACTION:** Motion

**SYNOPSIS:** As usual, nothing ever seems to go to plan with equipment purchases in the CIP. Please see the memo from Nick relating to cost savings from some expected CIP purchases. We would like to use these savings to purchase a new zero turn John Deere mower. We are having a number of issues with the 104” Hustler mower, ranging from maintenance to customer service.

**BUDGET ITEM:** Enterprise Funds

**RESPONSIBLE DEPARTMENT:** Public Works

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

Memo

To: Mayor and Council

From: Nick Nissen

Date: 6/15/2020

Re: Public Works Equipment Plan

This is a brief update on the Public Works equipment plan as of today. Typically, an equipment memo would describe the equipment and the reason for purchase, whether that be replacing equipment or adding to our fleet. This memo is an attempt to show some of the moving pieces within our department. Moving pieces have become the norm with our department due to unknowns. The most recent unknown happens to be engine failure in one of our mowers. The cities CIP plan for this year has purchases planned for 5 pieces of equipment.

1. F-150 budgeted at \$22,000.
2. Parks Tractor budgeted at \$50,000.
3. Deck over trailer budgeted at \$15,000.
4. Mini Excavator budgeted at \$100,000.
5. Dump Truck with Wing budgeted at \$220,000.

All this equipment is needed and we do not currently plan on removing any of the items from the list. We would like to add to this list. I have tried to layout how this will work with the following spreadsheet on cost.

Equipment Purchase	Cost to purchase	Budgeted	Left over
Used Trailer	12,500 - Firm Number	15,000	2,500
Mini Excavator	85,000 - Estimated Number	100,000	15,000
Tractor	44,000 - Estimated Number	50,000	6,000
F-150	???? - No Bid Yet	22,000	?????
John Deere Zero Turn	15,336.86 - Firm Number	0	-15,336.86
		<b>Total</b>	8163.14

#### Equipment Trading in or Selling

Equipment	Trade in or Sell Value
John Deere Back Hoe	20,000
Hustler Zero Turn	5,000
F-150	1,500
<b>Total</b>	<b>26,500</b>

If these numbers are close, we have a possible \$34,663.14 dollars from trade or outright sale plus extra for budgeted items.

Other Equipment We are looking at:

<b>Equipment</b>	<b>Estimated Cost</b>
Pull Behind Finish Mower for Parks	17,500
Ditch Mower	20,000
Zero Turn Mower	16,000

I have not put the Plow truck on this list due to the funding source for that truck being from the Highway 30 transfer of jurisdiction. What is left from that purchase will like go back to repairing streets.

This was an attempt to show how money could be shifted around to enable our department to purchase equipment necessary to do our jobs efficiently.

**AGENDA ITEM # J - 9 & J - 10**

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

**DATE:** June 15, 2020

**AGENDA ITEM:** Trailer and Zero Turn Mower Purchases – Public Works

**ACTION:** Motion

**SYNOPSIS:** Please see the attached memos and quotes regarding the two proposed purchases. As you can see from Nick's first memo, the zero turn was not planned in the FY 21 CIP, but the cost savings in other areas will allow for its purchase.

**BUDGET ITEM:** Enterprise Funds

**RESPONSIBLE DEPARTMENT:** Public Works

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 6/11/20

Memo

To: Mayor and Council

From: Nick Nissen

Date: 6/15/2020

Re: Trailer Purchase

The Public Works Department would like to purchase a 2010 Felling FT-24-2 Deck Over Tilt Bed Trailer. This trailer will be an addition to the fleet that will enable our department to haul larger equipment. The original plan was to purchase this trailer new, however with recent equipment failure in our department this seems the best choice as it meets our immediate need. It will allow us flexibility to make an extra purchase this year. I have included the purchase price and sales receipt for the council. I will be available for any questions.

Purchase price \$12,500.00

Price of New Trailer \$24,000.00



**Vermeer**<sup>®</sup>  
Iowa & N. Missouri

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Tipton, IA 52772  
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Quotation

<b>Customer Name:</b> City of Mt. Vernon	<b>Date:</b> June 8, 2020
<b>Address:</b> 213 1st St. NW Mt. Vernon, IA	<b>Purchase Order #:</b>
<b>Ship to:</b> same	<b>Terms:</b>
<b>Contact:</b> Nick Nissen	<b>E-mail:</b> <a href="mailto:nissen@cityofmtvernon-ia.gov">nissen@cityofmtvernon-ia.gov</a>
	<b>Phone:</b> 319-480-2663
	<b>Sales Rep.:</b> Kyle Chapman
	<b>Date needed:</b> ASAP

**USED Felling FT-24-2 T Deck Over Tilt Trailer**  
SN: 5FTFE3326E1003227

**Description:**

- 3' Stationary, 25' Tilt Deck
- 2" White Oak Decking
- 35" Loaded Deck Height
- 102" Width
- 10 D-rings
- Electric Brakes on All Axles
- 12k Oil Bath Dexter Axles
- Dexter Spring Suspension
- 215/75R 17.5 Tires, 8 Bolt Dual Wheels
- 3" Adjustable Lunette Eye/Pintle, 42k Plate Mount
- 12k Drop Leg Side Wind Jack
- 7 Pole RV Trailer Plug
- 1/2" Safety Chains, Grade 70
- 2 Steps- 1 on Hitch, 1 in Front of Axles on Roadside
- Document Holder
- Tool Box
- Single Self Actuating Hyd. Cushion Cylinder
- Locking Tilt Valve
- 31,300 lbs GVWR

\$ 12,500.00

• Used Equipment Sold AS IS, No Warranty •  
• Customer is tax Exempt •

<b>Trade-in Details:</b>
<b>Trade Amount Allowed:</b>

Sub Total	\$ 12,500.00
Freight	
Less Trade-in	\$ -
Sales Tax	
<b>Total Net</b>	<b>\$ 12,500.00</b>

 <b>Vermeer</b> Iowa & N. Missouri	<b>EQUIPPED TO DO MORE.</b>	<b>Customer:</b> <u>City of Mt. Vernon</u>
<b>By:</b> <u>Kyle Chapman</u>		<b>By:</b> _____

Quotation valid for 30 days. To order, please sign, date and return to Vermeer Iowa or your Sales Representative.

Memo

To: Mayor and Council

From: Nick Nissen

Date: 6/15/2020

Re: Z994R Zero Turn Mower

The Public Works Department would like to purchase a new John Deere Z994R Diesel Zero Turn mower with 72" deck for \$15,336.86. This will replace the Hustler 104 mower, the engine on the 104 needs replaced. The replacement engine would cost anywhere from \$2500 to \$3250. To date, cost for the 104 has equaled \$4895.09 with 1560 hours on it. These costs include anything from tires to replacement parts. The 104 cuts a width of 104 inches or 8 foot 8 inches. We realize that replacing this with a 72-inch deck isn't ideal but part of our plan this year includes adding a larger tractor to the fleet. That would allow us to purchase a finish mower at a later date that would work with this tractor. The finish mower is expected to cut 14 to 15 feet.

I did not solicit bids as John Deere offers government pricing which allows us to use that price. We looked at multiple brands of mowers, but we feel the support we will receive from John Deere will be best for this piece of equipment. For a comparison in cost when the city purchased a similar 60-inch deck mower in 2014 it cost \$12,341.47 dollars. I did call and check pricing on a 72-inch deck Scag Mower with 25hp diesel engine this is equivalent to the purchase we are making. Government pricing for that unit was \$16,346. I believe the price for this John Deere purchase is very reasonable.

This purchase will keep our mowing equipment to 3 mowers. Having 3 units is best as these mowers experience a lot of down time.

#### Maintenance Cost to Date

Unit	Maintenance Cost From 2015 to Today	Hours	Purchase Price New
Hustler 2010 Diesel 60-inch deck	5042.15	2835	\$9,999.00
Hustler 2014 Diesel 60-inch deck	5087.68	2035	\$12,341.47
Hustler 2016 104-Inch deck Gas Air Cooled	4895.09	1560	\$23,535.50

We would like to put the 104 Hustler on Gov Deals with a reserve set at \$5,000 or more dollars. If this reserve can't be met, I would recommend keeping this unit and placing a new engine in it prior to selling to add value to the selling number. With a new motor this could bring \$10,000 dollars maybe more.

I have included the warranty information along with purchase price and specs for this unit. I will be available at the meeting if there are any questions.

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND  
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option C574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagle Manufacturing Company LLC Sprayers and Detasslers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers, and Z600 Series EZtrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential – Personal Use or 12 Months in Any Other Application

\*\*Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (f) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(Effective November 1, 2019)



# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

**For any questions, please contact:**

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,  
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

**Bruce Wohlers**

P & K Midwest, Inc.  
787 Wilcox Road  
Mt. Vernon, IA 52314

Tel: 319-895-8370

Fax: 319-895-4029

Email: [bwohlers@pkmidwest.com](mailto:bwohlers@pkmidwest.com)

The John Deere Government Sales Team



**Quote Id: 22055715**

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

P & K Midwest, Inc.  
787 Wilcox Road  
Mt. Vernon, IA 52314  
319-895-8370  
MtVernon-Mail@PKMidwest.com

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**Prepared For:**

**City Of Mt. Vernon**

**Proposal For:**

**Delivering Dealer:**

Bruce Wohlers

P & K Midwest, Inc.  
787 Wilcox Road  
Mt. Vernon, IA 52314

MtVernon-Mail@PKMidwest.com

**Quote Prepared By:**

BRUCE WOHLERS  
bwohlers@pkmidwest.com

Date: 04 June 2020

Offer Expires: 30 June 2020

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*Confidential*



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

P & K Midwest, Inc.  
787 Wilcox Road  
Mt. Vernon, IA 52314  
319-895-8370  
MtVernon-Mail@PKMidwest.com

**Quote Summary**

**Prepared For:**  
City Of Mt. Vernon  
213 1st St Nw  
Mount Vernon, IA 52314

**Delivering Dealer:**  
P & K Midwest, Inc.  
Bruce Wohlers  
787 Wilcox Road  
Mt. Vernon, IA 52314  
Phone: 319-895-8370  
bwohlers@pkmidwest.com

**Thank you - we appreciate your business!**

Prices listed include all applicable bonuses & rebates.

**WARRANTY INFORMATION:** FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

**Quote ID:** 22055715  
**Created On:** 04 June 2020  
**Last Modified On:** 04 June 2020  
**Expiration Date:** 30 June 2020

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE Z994R Diesel Commercial ZTrak	\$ 15,336.86 X	1 =	\$ 15,336.86
<b>Contract:</b> IA Construction, Ag, Ground Maint MA17288C (PG 0N CG 22)			
<b>Price Effective Date:</b> December 12, 2019			
<b>Equipment Total</b>			<b>\$ 15,336.86</b>

\* Includes Fees and Non-contract items

<b>Quote Summary</b>	
Equipment Total	\$ 15,336.86
Trade In	
<b>SubTotal</b>	<b>\$ 15,336.86</b>
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 15,336.86</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 15,336.86</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

P & K Midwest, Inc.  
787 Wilcox Road  
Mt. Vernon, IA 52314  
319-895-8370  
MtVernon-Mail@PKMidwest.com

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Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



# Selling Equipment



Quote Id: 22055715    Customer Name: CITY OF MT. VERNON

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

P & K Midwest, Inc.  
787 Wilcox Road  
Mt. Vernon, IA 52314  
319-895-8370  
MtVernon-Mail@PKMidwest.com

## JOHN DEERE Z994R Diesel Commercial ZTrak

Hours:

Stock Number:

Contract: IA Construction, Ag, Ground Maint MA17288C (PG  
ON CG 22)

Selling Price \*  
\$ 15,336.86

Price Effective Date: December 12, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2540TC	Z994R Diesel Commercial ZTrak	1	\$ 18,129.00	23.00	\$ 4,169.67	\$ 13,959.33	\$ 13,959.33
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1039	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 979.00	23.00	\$ 225.17	\$ 753.83	\$ 753.83
1506	72 In. Side Discharge Mower Deck	1	\$ 810.00	23.00	\$ 186.30	\$ 623.70	\$ 623.70
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,789.00</b>		<b>\$ 411.47</b>	<b>\$ 1,377.53</b>	<b>\$ 1,377.53</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 19,918.00</b>		<b>\$ 4,581.14</b>	<b>\$ 15,336.86</b>	<b>\$ 15,336.86</b>

## **K. Reports-Received/File**



**Mount  
Vernon**  
IOWA

**Chris Nosbisch, City Administrator**  
**Douglas Shannon, Chief of Police**

**Jamie A. Hampton, Mayor**

**Council:**

**Eric Roudabush**  
**Scott Rose**  
**Tom Wieseler**  
**Stephanie West**  
**Deb Herrmann**

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## **Public Works Report**

### **6/15/2020**

#### ***ROW Maintenance***

Roughly 221 feet of curb and gutter has been replaced on Palisades Road.

7 trees were planted in the city right of way. Some were replacement of trees planted that didn't make it. While others were new trees in the right of way.

#### ***Parking***

Crews have painted the parking in the downtown district.

#### ***Site Work***

Crews installed tile at the new site on Bryant Road around the compost area. Our hope is we will be able to have the site drain better with this addition.

14 Norway Spruce trees were planted on the east side of the lot.

#### ***Parks***

Numerous areas around the parks have been mulched.

Fields are being maintained 3 days a week. Any field prep for a game is being addressed when needed.

Restrooms are open, and being cleaned M-F in the am. Playground equipment is open with signage posted.

#### ***City Hall***

Progress has been steady at city hall for the remodel of the former police department.

#### ***Construction Projects***

The week of May 25<sup>th</sup> LL Pelling is expected to start work on the sidewalk curb ramps for the First Street Project.



Parks and Recreation Department  
Directors Report  
May 15 2020 – June 15 2020

Parks

- **Everything is back open. Dog Park, Skate Park, Ballfields, Playgrounds, Pavilions, etc.**

Sports

- **All T-ball, Coach Pitch, Player Pitch and Blastball programs were canceled.**
- **Fall Flag Football (Grades 1-6) and Fall Soccer (Ages 4 – 6<sup>th</sup> Grade) registration will begin July 27<sup>th</sup>.**

Pool

- **Nothing to report.**

Misc

Events and Classes

- **Staff are working on creating some youth programs (indoor and outdoor) to start July 1. We are waiting to see if anything new comes from recent proclamations.**

LBC

- **At our prime in Feb and Mar we were averaging 250 people per day. Last week June 8-10 we averaged about 60 visitors per day and the first part of this week June 8-10 we are averaging 80 visitors per day.**
- **On May 26 we discovered a roof leak. The front desk was soaked, drywall was damaged, and we discovered the source of the leak to be an HVAC unit that was not sealed correctly. Garling and Geissler Roofing this has since been resolved. We also experienced a small leak in the dryer vent. We think this issue has since been resolved. We have had significant rains since the fixes were put into place and have had no issues since.**

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

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
June 15, 2020**

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- City Hall will be open to the public at its normal business hours beginning on Monday, June 15, 2020.
- The Wellness Center trail will be under construction starting in mid-July. The concrete surfaces should be completed by the time school starts back up, although the lighting may take a little longer. The preconstruction meeting for the Nature Park Trail will be Friday, June 19, 2020.
- The Quiet Zone is work complete, with the exception of paint. As a reminder, there will be a 60-90 day delay in the enforcement of the Quiet Zone.
- The Wagon Pass itself will likely be dropped the week of June 22, 2020. Construction is scheduled to take place over a three week period, so residents and visitors will be required to utilize the established detours.