

City of Mt. Vernon, Iowa

Meeting: Mt. Vernon City Council Meeting
Place: Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time: July 1, 2019 – 6:30 PM
Web Page: www.cityofmtvernon-ia.gov
Posted: June 28, 2019

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

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled

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

D. Consent Agenda

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

1. Approval of City Council Minutes – June 17, 2019 Regular Council Meeting

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. Ordinance #5-6-2019A: Adopting Chapter 153 Demolition Regulations of the Municipal Code of Mt. Vernon, Iowa
 - i. Motion to approve the third and final reading

G. Resolutions for Approval

1. Resolution #7-1-2019A: Making Award of the Construction Bid for Security Equipment Improvements for the Lester Buresh Family Community Wellness Center Project
2. Resolution #7-1-2019B: Providing for New "Stop" Sign Locations Within the City of Mt. Vernon, Iowa
3. Resolution #7-1-2019C: Approving a Gas Pipeline Easement Unto Interstate Power and Light Company
4. Resolution #7-1-2019D: Approving Plat of Survey #2337 Within the Spring Meadow Heights Subdivision

H. Mayoral Proclamation

1. None

I. Old Business

1. Discussion and Consideration of Change Order #18 – Lester Buresh Family Community Wellness Center – Council Action as Needed (Tabled on May 20, 2019)

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Space Needs Study for Future Police Station with OPN Architects – Council Action as Needed
3. Discussion and Consideration of Professional Services Agreement of Trail System – Lester Buresh Family Community Wellness Center Project – Council Action as Needed
4. Discussion and Consideration of Pay Application #3 - 1st Street and 5th Ave Traffic Signal Project – Council Action as Needed
5. Discussion and Consideration of the Streets Sounds Proposal – Music for Your Main Street – CDG - Council Action as Needed
6. Discussion and Consideration of F-250 Purchase – Public Works – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. City Employees Volunteering for EMS Service

M. Reports of Mayor/Council/Administrator

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Administrator's Report

- N. Closed Session - Pursuant to Chapter 21.5 (1)J, the City Council may enter into closed session, "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property."**

1. Exit Closed Session – Council Action as Needed

O. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met June 17, 2019 at the Mount Vernon City Council Chambers with the following members present: Roudabush, West, Wieseler, Herrmann and Rose.

Call to Order. At 6:30 p.m. Mayor Jamie Hampton called the meeting to order stating that Change Order #18 that was tabled on May 20, 2019 will remain tabled.

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

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

Approval of City Council Minutes – June 3, 2019 Regular Council Meeting

Approval of Liquor License – Chameleons Pub and Grill

Approval of Liquor License – Heritage Days

Approval of Cigarette Permit – Chameleons Pub and Grill

Approval of Fireworks Permit – Heritage Days

Ordinance Approval/Amendment

Ordinance #4-15-2019A: Repealing and Replacing Chapter 166 Subdivision Regulations of the Municipal Code of Mt. Vernon, Iowa (Tabled on May 20, 2019) Motion to remove Ordinance #4-15-2019A from the table made by Rose, seconded by West. Motion carries. Motion to approve the third and final reading. Motion to approve the third reading of Ordinance #4-15-2019A made by Rose, seconded by Herrmann. Roll call vote. Motion carries.

Ordinance #5-6-2019A: Adopting Chapter 153 Demolition Regulations of the Municipal Code of Mt. Vernon, Iowa (Tabled on May 20, 2019). Motion to remove Ordinance #5-6-2019A from the table made by Herrmann, seconded by Wieseler. Motion carries. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading). As was suggested at a previous meeting, residents whose homes are considered historically significant or having the potential to be historically significant should be contacted. Letters were mailed to those affected, informing them that a proposed demolition ordinance was being reviewed by the City Council. Motion to approve the second reading of Ordinance #5-6-2019A made by West, seconded by Herrmann. Roll call vote. Motion carries.

Resolutions for Approval

Resolution #6-17-2019A: Adopting the Linn County Multi-Jurisdictional Hazard Mitigation Plan 2019-2024. City Administrator Chris Nosbisch explained that the plan covers all of Linn County and is available upon request or on the City's website. By law, the City is required to have this in order to qualify for disaster mitigation funds. Motion to approve Resolution #6-17-2019A made by Rose, seconded by Wieseler. Roll call vote. Motion carries.

Old Business

Discussion and Consideration of Change Order #18 – Lester Buresh Family Community Wellness Center – Council Action as Needed (Tabled on May 20, 2019). Change Order #18 remains tabled.

Motions for Approval

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

AIRGAS INC	CYLLINDER RENTAL FEE-PW	64.93
ALLIANT IES UTILITIES	ENERGY USAGE-FD	279.42
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	89.30
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	27.60
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	4,325.40
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	4,236.12
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,946.92
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	2,414.73
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	748.48
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	573.23
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	469.37
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	256.42
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	236.30
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	189.69
ALLIANT IES UTILITIES	ENERGY USAGE-WELLNESS CENTER	85.22
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	74.78
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	49.99
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	48.32
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	48.32
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	29.01
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	21.40
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	14.81
ALLIED GLASS PRODUCTS INC	DOOR REPAIR-FD	340.00
BANKERS TRUST	LONG TERM DEBT PYMTS	908,343.74
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-RUT	45.00
BATTERIES + BULBS	COMP EQUIP-WAT	57.94
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A, WAT	510.00
BRADY LANHAM	CONCESSION STAND-POOL	205.00
BROWN SUPPLY COMPANY	SUPPLIES-WAT	142.00
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	847.69
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	623.80
CANINE TACTICAL LLC	TRAINING-K9	200.00
CARQUEST OF LISBON	VEHICLE MAINT-PW	436.31
CARRICO AQUATIC RESOURCES INC	SOLENOID-POOL	211.60
CARRICO AQUATIC RESOURCES INC	SUPPLIES-POOL	188.00
CARRICO AQUATIC RESOURCES INC	SUPPLIES-POOL	76.58
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	172.30
CENTURY LINK	PHONE CHGS-PD	52.95
CENTURY LINK	PHONE CHGS-FD	67.64
CLIFTON LARSON ALLEN	AUDIT PLANNING-ALL DEPTS	300.00
CONFLUENCE INC	CORRIDOR STUDY	10,943.89
CORNELL COLLEGE MENS SOCCER	OFFICIALS-P&REC	420.00
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	840.00
DEPARTMENT OF THE TREASURY	IRS FORM 720/PCORI FEE-P&A	51.45
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	87.96
ECICOG	SUB-DIVISION UPDATE-P&A	148.00
EVIDENT INC	SUPPLIES-PD	87.16
FAT GUYS MOTOR SPORTS	EQUIP REPAIR-RUT	479.51
FAT GUYS MOTOR SPORTS	DECK BELT-RUT	247.74
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00

GALLS INC	EQUIPMENT-PD	85.00
GARLING CONSTRUCTION INC	WELLNESS CENTER	521,481.98
GROUP SERVICES INC	INSURANCE-ALL DEPTS	29,403.33
HAWKEYE FIRE & SAFETY CORP	FREEZE KIT-WAT	22.00
HAWKEYE READY MIX	ROAD MAINT-RUT	473.25
IACMA	MEMBERSHIP-P&A	150.00
IACP	MEMBERSHIP-PD	190.00
IMWCA	WORKER'S COMP INSURANCE	53,439.00
IOWA ASSOC OF MUNICIPAL UTILITIES	MEMBERSHIP-PW	1,037.82
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
IOWA LEAGUE OF CITIES	ANNUAL DUES-P&A	2,496.00
IOWA ONE CALL	LOCATES-WAT,SEW	212.40
IOWA SOLUTIONS INC	DOMAIN MGMT,KEYBOARDS-ALL DEPTS	407.50
IOWA SOLUTIONS INC	COMP MAINT-PD	135.00
IOWA SOLUTIONS INC	PATCH MGMT,FIREWALL-PD	123.10
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JORDAN AXTELL	REFEREE-P&REC	400.00
KONE INC	ELEVATOR MAINT CONTRACT-P&A	177.33
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	245.40
L.L. PELLING CO INC	ROAD MAINT-RUT	2,343.92
LEXIPOL	MANUAL-PD	2,081.00
MARC	SUPPLIES-RUT	889.19
MARION, CITY OF	STREET LIGHT MAINT-RUT	520.00
MARTIN MARIETTA MATERIALS	ROCK-RUT	65.71
MATT SIDERS	MILEAGE-P&REC	133.40
MEDIACOM	PHONE/INTERNET-POOL	172.32
MEDIACOM	PHONE/INTERNET-RUT	170.26
MENARDS	SUPPLIES-POOL	27.54
MENARDS	SUPPLIES-P&REC,POOL	412.16
MIDLAND CONCRETE PRODUCTS	BLOCKS-RUT	846.00
MIDLAND CONCRETE PRODUCTS	BLOCKS-RUT	682.99
MIDWEST ELECTRONIC RECOVERY	BULKY ITEM DROPOFF-SW	912.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,290.39
MOUNT VERNON BANK & TRUST CO	20% OF CEMETERY SALES	1,370.00
MOUNT VERNON BANK & TRUST CO	STOP PYMT-WAT	955.00
MOUNT VERNON BANK & TRUST CO	ACCT CLOSED-WAT	57.21
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,201.58
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-MVHPC	45.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-CTW	606.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC,POOL	315.00
MOUNT VERNON PHARMACY	SUPPLIES-P&A	9.96
MT VERNON CAR WASH	CAR WASH-PD	48.00
MUNICIPAL MGMT CORP.	WATER LEAK DETECTION-WAT	1,000.00
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	1,200.00
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	117.87
NORTHWAY CORP	GUAGES-WAT	211.50
OFFICE EXPRESS	TONER-P&A	217.06
OPN ARCHITECTS	WELLNESS CENTER	13,950.88
OPN ARCHITECTS	WELLNESS CENTER	3,185.16
P&K MIDWEST INC	KNOB-RUT	13.75
P&K MIDWEST INC	PIN-RUT	4.79
PAYROLL	CLAIMS	79,784.89
PLUMB SUPPLY CO	RR UPGRADE-POOL	364.24
PLUMB SUPPLY CO	RR UPGRADE-POOL	211.40
PLUMB SUPPLY CO	RR UPGRADE-POOL	110.04

RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	286.31
RHINO INDUSTRIES INC	CHEMICALS-SEW	1,694.00
SANDRY FIRE SUPPLY LLC	VEHICLE STABILIZATION KIT-FD	10,177.34
SECRETARY OF STATE	NOTARY PUBLIC RENEWAL	30.00
SHERWIN WILLIAMS CO.	SUPPLIES-POOL	247.41
SHERWIN WILLIAMS CO.	SUPPLIES-POOL	71.79
SHERWIN WILLIAMS CO.	PAINT-POOL	194.90
SHERWIN WILLIAMS CO.	PAINT-POOL	131.42
SPRINGVILLE READY MIX	ROAD MAINT-RUT	393.90
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-P&REC	20.00
STALKER RADAR	SOLAR DATA COLLECTOR-PD	2,778.00
STAPLES ADVANTAGE	RIBBON,TIME CARDS-POOL	136.72
STATE HYGIENIC LAB	TESTING-SEW	2,035.00
US BANK	CREDIT CARD PURCHASES	3,307.36
US CELLULAR	CELL PHONE-PD	163.98
VERMEER SALES & SERVICE INC	FILTERS-RUT	390.52
WAPSI WASTE SERVICE	RECY-SW	1,020.68
WENDLING QUARRIES	ROAD STONE-RUT	191.97
WEX BANK	FUEL-PD	1,197.73
WILLIAM STUDDT	REFEREE-P&REC	50.00
WRH INC	WWTP IMPROVEMENTS	45,053.75
TOTAL		1,739,354.12

DEBT SERVICE FUND	908,343.74
GENERAL FUND	55,389.55
INSURANCE LEVY	49,210.00
LOST III COMMUNITY CENTER	538,733.76
PAYROLL	79,784.89
PERPETUAL CARE	1,370.00
ROAD USE TAX FUND	17,790.40
SEWER FUND	17,416.18
SOLID WASTE	7,306.70
STORM WATER FUND	735.08
WATER FUND	18,187.20
WWTP UV DISINFECTION	45,086.62
TOTAL	1,739,354.12

Discussion and Consideration of De Novo Marketing Firm – Lester Buresh Family Community Wellness Center – Council Action as Needed. Marketing proposal reviews have been completed. Three firms submitted proposals. The marketing review committee is recommending the proposal submitted by De Novo. The estimated cost of services is \$53,640.00 but will likely fluctuate between \$50 and \$70K, depending on the desired services. The initial proposal includes website development, logo creation, media purchases, the grand opening and more. This cost was included in the Center's budget. Wieseler motioned to accept the De Novo marketing proposal, seconded by Rose. Motion carries.

Discussion and Consideration of Furniture Package – Lester Buresh Family Community Wellness Center – Council Action as Needed. The furniture package for \$120,000.00 was part of the original design estimate. This proposal is for \$115,000.00 and includes not only indoor office furniture but also outdoor tables, chairs and more. Motion to approve the furniture package made by Rose, seconded by Herrmann. Motion carries.

Reports to be Received/Filed

Mt. Vernon Police Report. There were 10 reported collisions and 18 incidents in May. Reports included violation of protective order, OWI, theft, harassment and more. During May MV officers made 8 arrests. Officer Moel and Monster assisted Linn County Sheriff's office on a traffic stop. Monster alerted and marijuana was recovered from the vehicle. Monthly training continues. Per the 28E agreement with Lisbon MVPD provided 2,695 minutes of patrol and responded to 18 calls for service. Total billed \$2,096.80.

Mt. Vernon Public Works Report. City crews built a new storm inlet on Cass Street. Cross walks on Hwy 1 have been painted. Pothole repairs continue as needed. The pool heater will be installed on Monday, June 17, 2019. Several new plants have been planted in Memorial Park where it is tough to mow and weed. The pool outdoor restrooms are being repaired and updated. Fourteen stumps were removed in resident ROW. City crew filled and seeded where stumps were.

Mt. Vernon Parks and Rec Report. T-ball, Coach Pitch, Player Pitch and Blast ball programs are running smoothly. Many new classes will be offered this summer.

Discussion Items (No Action)

Letter Supporting Coalition against Bigger Trucks. Matthew Muir is asking Council to consider joining him in opposing regulations that would allow increasing the weight and length of semi-trucks. The proposed increase in weight and length is not known. Muir asks that the City write a letter of support that will be forwarded to congressional representatives stating the City's support. Council was asked to contact the mayor if they want to support the coalition.

Police Department Feasibility Study (space needs). At a cost of \$26,500.00 OPN will submit a Police Department feasibility study. OPN's proposal says that they will submit four different options; the 1st is to renovate the existing old fire station, #2-adding onto City Hall, #3-renovate City Hall by moving Council Chambers to the new LBFCWC and the fourth option is to build a new standalone facility. There will be a future discussion. No action was taken. Council was encouraged to tour the current facility.

Reports of Mayor/Council/Administrator

City Administrator's Report. The dog kennel was recently State inspected and approved for another year. Volunteers are being sought for the Healthy Hometown initiative through Wellmark. Staff met with the Greater Cedar Rapids Community Foundation regarding their Disaster Preparation Project.

As there was no further business to attend to the meeting adjourned the time being 7:28 p.m., June 17, 2019.

Respectfully submitted,
Sue Ripke
City Clerk

F. Ordinance Approval/Amendment

AGENDA ITEM # F - 1

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

DATE:	July 1, 2019
AGENDA ITEM:	Ordinance Amending Demolition Regulations
ACTION:	Motion

SYNOPSIS: The one minor modification to the ordinance has been made. The word “in” has been removed from the 3rd paragraph of Section 153.01 Demolition Permit Required. No other communication has been received regarding the ordinance adoption.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #5-6-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

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

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

ORDINANCE #5-6-2019A

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

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

- SECTION 1. ADOPTION.** The Mt. Vernon Municipal Code is hereby amended to include the language set forth in Exhibit "A," attached hereto and made a part thereof.
- SECTION 2. SAVINGS CLAUSE.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.
- SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this ___ day of _____, 2019.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke - City Clerk

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

Sue Ripke, City Clerk

Exhibit "A"

CHAPTER 153

DEMOLITION REGULATIONS

153.01 Demolition Permit Required

153.02 Application for Permit

153.03 Demolition of Historic Buildings

153.04 Fourteen Day Wait

153.05 Initial Review and Determination

153.06 Final Determination

153.07 Exceptions

153.08 Appeals

153.09 Violations and Penalties

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

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

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

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

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

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

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

Historically significant buildings are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

153.09 Violations and Penalties

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

G. Resolutions for Approval

AGENDA ITEM # G - 1

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

DATE:	July 1, 2019
AGENDA ITEM:	Resolution #7-1-2019A
ACTION:	Motion

SYNOPSIS: I am happy to report the security package bids came in under the engineer's estimate. Staff is recommending the City Council approve the bid from Tri-City Electric in the amount of \$94,635.00.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #7-1-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

RESOLUTION NO. #7-1-2019A

**RESOLUTION MAKING AWARD OF THE
CONSTRUCTION BID FOR
SECURITY EQUIPMENT IMPROVEMENTS
FOR THE
LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as Security Equipment for the Lester Buresh Family Community Wellness Center, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Security Equipment Improvements

Contractor: Tri-City Electric

Amount of Bid: \$94,635.00

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the SECURITY EQUIPMENT PACKAGE FOR THE LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER, said contract not to be binding on the City until approved by this Council.

Section 3. Bid alternates (if any) identified within this package may be accepted within this award or may be considered at a future date as a change order with prior approval by the Council.

PASSED and ADOPTED this 1st day of July, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

AGENDA ITEM # G - 2

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

DATE:	July 1, 2019
AGENDA ITEM:	Resolution #7-1-2019B
ACTION:	Motion

SYNOPSIS: With the addition of new streets in Stonebrook, staff has received requests from residents to add controlled intersections on 15th Ave SW. Staff has reviewed the request and recommends approval of additional stop sign locations at two existing intersections.

BUDGET ITEM: RUT

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #7-1-2019B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

RESOLUTION #7-1-2019B

A Resolution providing for new "Stop" sign locations within the City of Mt. Vernon, Iowa.

WHEREAS, Section 61.01 of the Code of Ordinances of the City of Mount Vernon, Iowa, directs the Council to designate and establish, by resolution, appropriate traffic control devices; and,

WHEREAS, staff has reviewed the need for additional traffic control measures and is now recommending that Stop signs be provided on a certain section of a certain street;

NOW, THEREFORE, BE IT RESOLVED there be a Stop sign placed as follows:

1.) Intersection of 15th Avenue SW and 6th Street SW; southeast corner for north bound traffic on 15th Ave SW, northwest corner for south bound traffic on 15th Ave SW, and the northeast corner for west bound traffic on 6th Street SW.

2.) Intersection of 3rd Street SW and 15th Avenue SW; southeast corner for north bound traffic on 15th Avenue SW.

Motion made by _____, seconded by _____ to _____
Resolution #7-1-2019B.

Resolution #7-1-2019B _____ on July 1, 2019, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke
Finance Director/City Clerk

Memo

To: Chris Nosbisch, City Administrator
From: Doug Shannon, Chief of Police
CC: Council, Mayor
Date: 6/26/2019
Re: Stop Sign Resolution

Chris,

This request is to formalize the discussion Staff had regarding a citizen request to add stop signs on 15th Ave SW & 6th Street. I have visited the location and met with Mr. Meyer regarding his request. He expressed concern for the speed of traffic and pedestrians walking in this area as a result of the new development and extension of 15th Ave NW to 3rd Street.

After visiting with Mr. Meyer, and looking at the intersection, I support the addition of stop signs for 15th Avenue at 6th Street, making this a 3 way stop sign. Additionally, I recommend the addition of a stop sign for 15th Ave NW at 3rd St SW, for northbound traffic. I believe the addition of these stop signs will increase safety for those driving and walking in this area.

If you have questions, or concerns, please feel free to contact me.

Sincerely,



Doug Shannon
Chief Of Police



Google Earth

Imagery Date: 3/19/2019 41°55'23.94" N 91°25'52.74" W elev. 816 ft. eye alt. 2019 ft.

© 2018 Google

EXISTING STOP SIGN

3rd Street SW

15th Ave SW

6th Street SW

AGENDA ITEM # G - 3

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

DATE:	July 1, 2019
AGENDA ITEM:	Resolution #7-1-2019C
ACTION:	Motion

SYNOPSIS: Staff and representatives from V&K Engineering have reviewed the gas line easement for Interstate Power and Light Company (Alliant Energy). This easement request does not impede our use of Elliot Park or projects we may want to complete in the future.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #7-1-2019C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

RESOLUTION NO. 7-1-2019C

**RESOLUTION APPROVING A GAS PIPELINE EASEMENT UNTO INTERSTATE
POWER AND LIGHT COMPANY**

WHEREAS, Interstate Power and Light is requesting a five (5) foot gas utility easement located on city owned property in Elliot Park, and,

WHEREAS, the proposed easement does interfere and or impede the City of Mt. Vernon's use of Elliot Park,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the gas pipeline easement for Interstate Power and Light Company as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 1st day of July, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

Prepared By: Rick Kullander – Interstate Power and Light Company – P. O. Box 351 – Cedar Rapids, IA 52406-9949 (319) 786-8167

Return To: Rick Kullander - Interstate Power and Light Company – P. O. Box 351 – Cedar Rapids, IA 52406-9949 (319) 786-8167

SPACE ABOVE THIS LINE FOR RECORDER

GAS PIPELINE EASEMENT (IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of Mt Vernon ("Grantor(s)"), ADDRESS 213 First Street NW Mount Vernon, IA 52314 do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove a pipeline or lines for the transportation and distribution of gas, steam and other substances, consisting of necessary fixtures, equipment and for communication and electrical controls, including the necessary appurtenances under and on the surface of the ground used or useful for all Corporate purposes, together with the power to extend to any other party the right to use, jointly with the Grantee and pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of LINN, and the State of Iowa:

The easement area being the Northwesterly 5' of the following described area:

P.O.S. #591 PARCEL A as recorded in Book 3908 Page 662 in the records of the Linn County Recorder on May 28th, 1999 Except P.O.S. #1448 as recorded in Book 6844 Page 339 in the records of the Linn County Recorder on November 19th, 2007. See Exhibit A – Diagram of Easement Area, Page 3.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair or the use thereof.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), including crops, field tiles, terraces, fences, equipment or livestock of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this _____ day of _____, 2019.

GRANTOR(S)
City of Mt Vernon

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2019,
before me, the undersigned, a Notary Public in and for said State,
personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

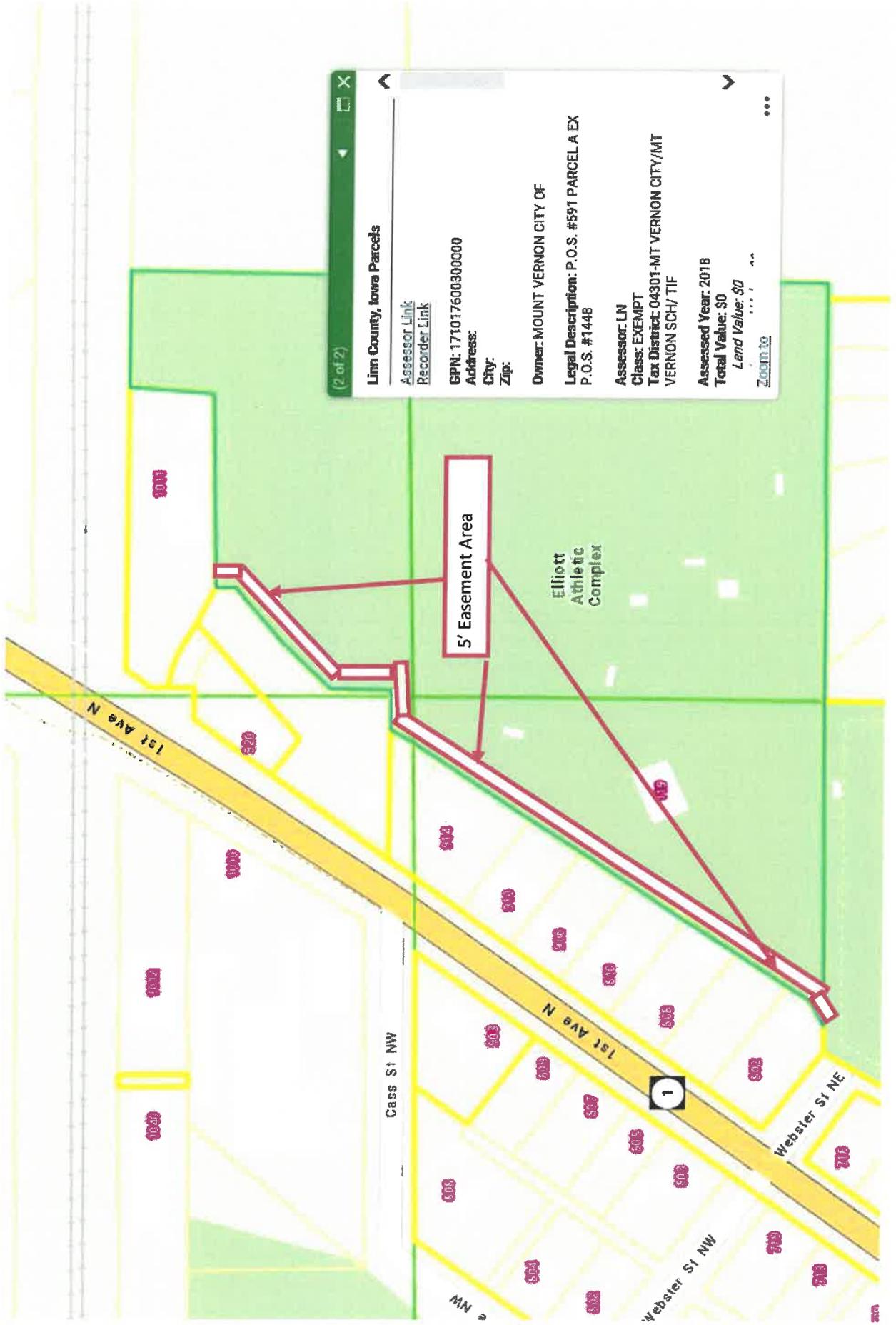
SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

_____ City of Mt Vernon

Exhibit A — Diagram of Easement Area

Note: Easement Area is not drawn to scale...



AGENDA ITEM # G - 4

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

DATE:	July 1, 2019
AGENDA ITEM:	Resolution #7-1-2019D
ACTION:	Motion

SYNOPSIS: Now that the change has been made to the subdivision ordinance and the necessary documents published, City Council can approve this plat of survey. This plat represents 5.13 acres of future park space the City is planning to purchase from Midwest Development Co. (Skogman). This area was discussed and reviewed during the preliminary plat approval process for the Spring Meadow Heights Subdivision.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

RESOLUTION NO. 7-1-2019D

**RESOLUTION APPROVING THE PLAT OF SURVEY #2337 WITHIN THE SPRING
MEADOW HEIGHTS SUBDIVISION**

WHEREAS, Chapter 166.07 of the Mt. Vernon Subdivision regulations allows for Council approval of plats of survey meeting specified criteria, and,

WHEREAS, Plat of Survey #2337 meets the necessary code requirements for approval by the City Council,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Plat of Survey #2337 to the City of Mt. Vernon, Iowa as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 1st day of July, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

INDEX LEGEND
 Location: S.E.1/4-N.E.1/4 AND N.E.1/4-N.E.1/4
 SEC. 10, T82N, R5W

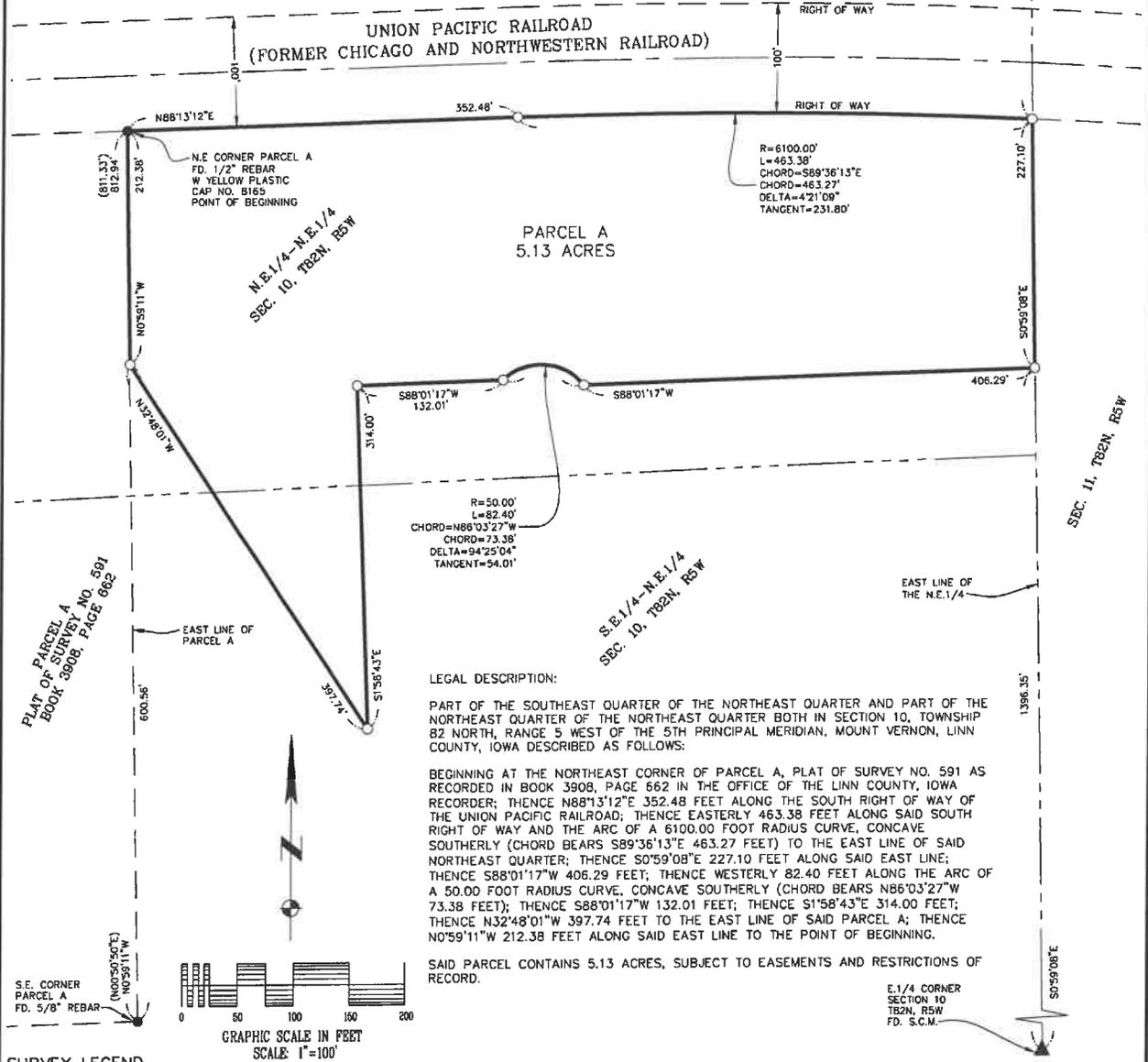
Requestor: MIDWEST DEVELOPMENT CO.
 Proprietor: MIDWEST DEVELOPMENT CO.
 Surveyor: Ryan R. Remling, P.L.S.
 Company: HALL & HALL ENGINEERS, INC.
 1860 BOYSON ROAD
 HIAWATHA, IOWA 52233
 1-319-362-9548
 ryan@halleng.com

Return to: Ryan R. Remling

SPACE RESERVED FOR RECORDING PURPOSES

N.E. CORNER
 SECTION 10
 T82N, R5W
 FD. 1/2" REBAR
 W/ RED PLASTIC
 CAP NO. 11954

2633.06'
 1009.63'



LEGAL DESCRIPTION:

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER BOTH IN SECTION 10, TOWNSHIP 82 NORTH, RANGE 5 WEST OF THE 5TH PRINCIPAL MERIDIAN, MOUNT VERNON, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 591 AS RECORDED IN BOOK 3908, PAGE 662 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N88°13'12"E 352.48 FEET ALONG THE SOUTH RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE EASTERLY 463.38 FEET ALONG SAID SOUTH RIGHT OF WAY AND THE ARC OF A 6100.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S89°36'13"E 463.27 FEET) TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 227.10 FEET ALONG SAID EAST LINE; THENCE S88°01'17"W 406.29 FEET; THENCE WESTERLY 82.40 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N86°03'27"W 73.38 FEET); THENCE S88°01'17"W 132.01 FEET; THENCE S1°58'43"E 314.00 FEET; THENCE N32°48'01"W 397.74 FEET TO THE EAST LINE OF SAID PARCEL A; THENCE N0°59'11"W 212.38 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.13 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEY LEGEND

- SET 1/2" REBAR W/YELLOW PLASTIC CAP NO. 18769
- FD. MONUMENT AS NOTED
- ▲ SECTION CORNER FD. AS NOTED
- () RECORDED AS
- - - EASEMENT LINE
- PLAT OR SURVEY BOUNDARY
- PLAT LOT LINE
- SECTION LINE
- EXISTING LOT LINE
- 1/4-1/4 SECTION LINE

AREA	ACRES
N.E.1/4-N.E.1/4	4.79
S.E.1/4-N.E.1/4	0.34
TOTAL	5.13

FIELD SURVEY PERFORMED:
 9/18/17



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Signed: _____ Date: _____

RYAN R. REMLING, L.S. 18769
 My license renewal date is December 31, _____

Pages or sheets covered by this seal: _____

Project Number: 8171-15-114
 Sheet: 1 of 1
 Scale: 1"=100'
 Field Book No.: SPOC 16/22B
 Date: 4/25/19

Sheet Title:
PARCEL A
PLAT OF SURVEY NO. 2337
 PART OF THE N.E.1/4, SECTION 10, T82N, R5W
 MT. VERNON, LINN COUNTY, IOWA

HALL & HALL ENGINEERS, INC.
 Founded in 1901. Over 100 years of service. 1953

1860 BOYSON ROAD, HIAWATHA, IOWA 52233
 PHONE: (319) 362-9548 FAX: (319) 362-7998

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
 LAND SURVEYING • LAND DEVELOPMENT PLANNING

Designed by: DLK Drawn by: DLK Checked by: _____

I. Old Business

AGENDA ITEM # I - 1

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

DATE: July 1, 2019
AGENDA ITEM: Change Order #18 - LBFCWC
ACTION: Motion to Remove from Table

SYNOPSIS: I have received the formal change order request from Garling along with the inspection report from Braun. The change order is almost double what was originally expected, but is required per Braun's recommendation. This change order was for areas under the exiting paved parking lot that did not meet the proof roll. The total change order amount is \$6,179.67.

BUDGET ITEM: Community Wellness Center Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Remove from Table

ATTACHMENTS: CO #18

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19



GARLING CONSTRUCTION, INC.

General Contractors

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

COR #. 0018

Date Tuesday, May 14, 2019

Project: Lester Buresh Family Community Wellness
Center

Parking Lot Core out

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00020	Schrader				5770.000	5.0000	\$6,058.50
00020	2% Bond	Other Expense			121.170	0.0000	\$121.17

PROPOSAL SUMMARY

\$6,058.50

Other Expense

\$121.17

Net Costs

\$6,179.67

Proposal Total

\$6,179.67

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

Architect: x _____ Date: _____

Owner: x _____ Date: _____

PM: x _____ Date: _____

Brian L Ridge, Project Manager



1840 Commercial Drive
 PO Box 270
 Walford, IA 52351
 Phone: (319) 845-3061
 Fax: (319) 845-3066

CHANGE ORDER REQUEST

Job #: 18.209 COR #: 15 Start Date: 5/16/2019 Completion Date: 5/17/2019

Contractor: Garling Construction Job Name: Lester Buresh Family Wellness Center
 Job Location: Mount Vernon

Current Contract Amount: \$ 496,076.29
 Amount of this change in scope: \$ 5,770.00
 Amount of contract after change: \$ 501,846.29

DESCRIPTION

Parking lot core out
 Core Out #1 - 54' X 9' X 2'
 Core Out #2 - 15' X 15' X 2'
 Core Out #3 75' X 75' X 4'

MATERIALS				LABOR						
QTY	ITEM	PRICE	AMOUNT	DATE	HRS	NAME	TRADE	RATE	AMOUNT	
2	Rolls of Geo Grid	\$ 450.00	\$ 900.00		11	Brandon	Operator	\$ 60.00	\$ 660.00	
			\$ -		11	Chad	Lab/Oper	\$ 55.00	\$ 605.00	
			\$ -		2	Jared	Operator	\$ 60.00	\$ 120.00	
			\$ -		6	Scott	Foreman	\$ 65.00	\$ 390.00	
			\$ -							\$ -
			\$ -							\$ -
			\$ -							\$ -
			\$ -							\$ -
			\$ -							\$ -
			\$ -							\$ -
		TOTAL	\$ 900.00						\$ -	
EQUIPMENT								TOTAL	\$ 1,775.00	
QTY	DESCRIPTION	PRICE	AMOUNT	SUMMARY						
6	EX 509 (Excavator)	\$ 180.00	\$ 1,080.00	LABOR TOTAL:				\$	1,775.00	
2	Mini Excavator	\$ 85.00	\$ 170.00	MATERIALS TOTAL:				\$	900.00	
6	Skid Loader	\$ 95.00	\$ 570.00	EQUIPMENT TOTAL:				\$	3,095.00	
6	Cat D6	\$ 175.00	\$ 1,050.00	TOTAL:				\$	5,770.00	
3	Roller	\$ 75.00	\$ 225.00							
			\$ -	Schrader Excavating Rep: _____						
			\$ -	Contractor Rep Approval: _____						
			\$ -	Date: _____						
			\$ -							
		TOTAL	\$ 3,095.00							

Daily Field Notes

1901 16th Avenue SW
Suite #2
Cedar Rapids, IA 52404
Phone: 319-365-0961
Fax: 319-365-1306

Client:
City of Mt. Vernon
213 First Street W
Mount Vernon, IA 52314

Project:
B1812364
Lester Buresh Family Community Wellness Center
1051 Palisades Rd SW
Mount Vernon, IA 52314

Activity Date: 05/07/2019

Temperature: 55

Services Performed: Proof Roll

PM: Ben Butler

Technician: Mills, Preston

Report Number: 37

Weather: Partly Cloudy

Remarks / Comments

Were all scheduled activities completed: Yes

Were there any delays affecting our activities: Yes

Explain delays:

Waited approximately an hour for contractor to prepare surface to be proof rolled.

Report emailed to client or contractor: No

General Comments:

Performed proof roll observation for parking lot, see attached map for approximate extents. Contractor used fully loaded dump truck (52 tons). Much of the area did not pass, which is shown on the attached map. The area will need to be retested at a later date.

Attachments

See 5-7-19 Lester Buresh Proof Roll Observation.pdf in the documents section at the end of this report.



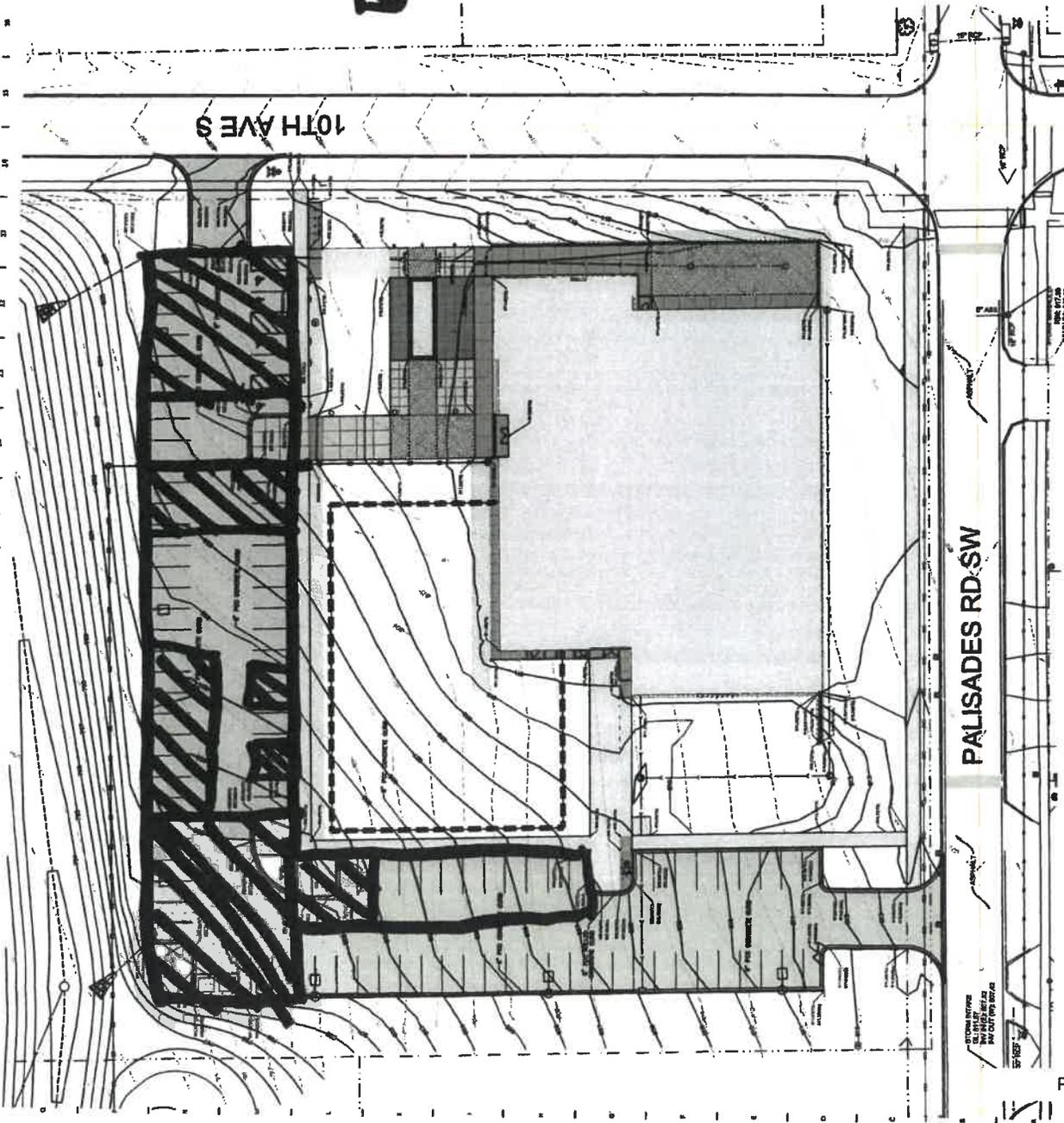
Preston Mills

PAVING PLAN LEGEND

	PAVING LOT
	CONCRETE
	ASPHALT
	GRAVEL
	CONCRETE CURB

- NOTES**
1. PAVING PLAN TO BE SUBMITTED TO ENGINEER BY CONTRACTOR PRIOR TO CONSTRUCTION.
 2. SEE JOINT PLAN FOR DETAILS AS PART OF THE LANDSCAPE ARCHITECTURE PLANS.

Fail



PRELIMINARY. NOT FOR CONSTRUCTION.

Daily Field Notes

1901 16th Avenue SW
Suite #2
Cedar Rapids, IA 52404
Phone: 319-365-0961
Fax: 319-365-1306

Client:
City of Mt. Vernon
213 First Street W
Mount Vernon, IA 52314

Project:
B1812364
Lester Buresh Family Community Wellness Center
1051 Palisades Rd SW
Mount Vernon, IA 52314

Activity Date: 04/26/2019
Temperature: 65

PM: Ben Butler
Technician: Liang, Hanjie

Report Number: 36
Weather: Clear

Services Performed: Soil Density Testing

Density Testing

Method: Nuclear - ASTM D6938

Areas Tested: Roadways

Number of tests performed: 2

Number of tests that met density requirements: 2

Number of tests that did not meet density requirements: 0

Number of tests with results pending:

Fill source: On-Site

Type and source of imported fill:

Contractor notified of test results: Yes

Remarks / Comments

Were all scheduled activities completed: Yes

Were there any delays affecting our activities: No

Report emailed to client or contractor: No

General Comments: Performed 2 nuclear density tests, tests met moisture and density requirements.

J. Motions for Approval

CITY OF MOUNT VERNON
FYE 2019 CLAIMS FOR APPROVAL

PAYROLL	CLAIMS	64,523.07
IOWA COMMUNITIES ASSURANCE POOL	VEHICLES & BUILDING POLICY-INS	59,913.65
PAYROLL	CLAIMS	21,744.58
GLOBAL PUBLIC SAFETY	SOFTWARE-PD	19,604.00
GLOBAL PUBLIC SAFETY	SOFTWARE-PD	19,604.00
IOWA SOLUTIONS INC	SERVER UPGRADE-PD	15,407.00
DUBUQUE PLUMBING & HTG	HEATER-POOL	9,000.00
WATCH GUARD VIDEO	CLOUD BASED STORAGE-PD	7,960.00
US BANK	CREDIT CARDS	7,658.54
HAWKEYE READY MIX	CASS STREET PATCH-RUT	2,744.50
RELIANT FIRE APPARATUS INC	RESCUE PUMPER CHGS-FD	2,262.50
FRONTLINE WARNING SYSTEMS	SIREN MAINT-EMA	1,690.00
KROUL FARMS.	HANGING BASKETS-BEAUT	1,521.00
CITY OF MOUNT VERNON	START UP CASH/GOLF OUTING-K9	1,500.00
ADRIANNA PACHA	INTERN-MVHPC	1,000.00
KROUL FARMS.	BEAUTIFICATION	889.40
ONE MISSION FUNDRAISING INC	T-SHIRTS/SWIM TEAM	696.51
BAUMAN AND COMPANY	UNIFORMS-PW	647.80
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	371.77
STAPLES ADVANTAGE	SUPPLIES-ALL DEPTS	217.94
NICK MILLER	HAZ MAT TRAINING-FD	200.00
FASTENAL	SUPPLIES-SEW	167.81
LINN COUNTY TREASURER'S OFFICE	BRIDGE INSPECTION-RUT	160.00
KIEFER & ASSOCIATES	SAFETY EQUIP-POOL	109.36
HEATHER FLYNN	FITNESS MEMBERSHIP-ALL DEPTS	100.00
KROUL FARMS.	BEAUT-RUT	92.60
KROUL FARMS.	BEAUT-RUT	92.45
MOUNT VERNON BANK	RETURNED CHECK-WAT	50.98
BARNYARD SCREEN PRINTER LLC	UNIFORMS-RUT	42.00
REILLE WORBY	REFUND-POOL	32.00
CALEB DAUSENER	REFEREE-P&REC	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	24.57
IOWA DEPT OF INSPECTIONS & APPEALS	GAMBLING APP-PD	15.00
TOTAL		240,073.03
GENERAL FUND		95,577.29
ROAD USE TAX FUND		4,680.52
INSURANCE LEVY		51,932.99
WATER FUND		566.74
SEWER FUND		803.93
SOLID WASTE		243.91
PAYROLL		86,267.65
TOTAL		240,073.03

AGENDA ITEM # J - 2

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

DATE:	July 1, 2019
AGENDA ITEM:	Space Needs Study
ACTION:	Motion

SYNOPSIS: As was discussed at the June 17, 2019 Council meeting, this proposal would be for the review of four differing police department office space options. OPN would complete the study for a fixed fee of \$26,500.

BUDGET ITEM: Police Operating

RESPONSIBLE DEPARTMENT: City Administrator/Police Chief

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: OPN Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19



Cedar Rapids

200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines

100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City

24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison

301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

June 11, 2019

Chris Nosbisch
City Administrator
City of Mount Vernon

RE: Mount Vernon City Hall & Police Department – Feasibility Study - Professional Service Agreement - OPN Architects

Chris:

OPN Architects is pleased to provide this summary of professional design services for the feasibility study of City Hall and the Police Department expansion. We value our relationship with the City of Mount Vernon, and we are excited for an opportunity to continue working with you.

Project criteria

We have developed our scope of services and preliminary fees upon the following criteria:

Project Location: City of Mount Vernon, Iowa

Building Program: Chief's office, interview room, Officer office space(s), changing facility, evidence room (adjacent to garage) and support spaces as needed.

Options: This feasibility study will examine up to four options for developing additional space for the Police department in the following configurations:

- **Option 1:** Approximately 3,000 sf addition to the existing City Hall; 1,500 sf on the lower level with a drive-in 2 (or 3) stall garage for police cars and 1,500 sf office on second level. Special considerations to accessibility and ADA concerns with the existing building will be examined with this option.
- **Option 2:** A new standalone police department; Approximately 6,000 sf on a new lot – exact site location to be determined outside of the scope of this study. The design of this option will not be site-specific, but costs for land procurement may be assumed when determining total project costs.
- **Option 3:** Convert the existing lower level council chambers to support the police department and relocate city council meetings offsite – potentially meeting at the new Wellness Center. 1
- **Option 4:** Renovate the old fire station.



Scope of Services

We understand the scope of services to include the following:

1. Gather and Analyze Information
 - a. Determine functions within the future space
 - b. Determine any specialized functions or security items to be included
 - c. Determine adjacency requirements
 - d. Determine space criteria, square footage requirements, height requirements, etc.
2. Programmatic Strategies
 - a. Develop functional relationship diagrams as required to convey programmatic adjacencies
 - b. Develop flow diagrams as necessary to communicate how people and occupants move throughout the facility.
3. Establish quantitative requirements
 - a. Develop a square foot area summary for each option
 - b. Develop feasibility study cost estimates. OPN to coordinate with Stecker Harmsen on the construction costs and incorporate information from the City for project costs (ie. land costs, etc.)
4. Meetings:
 - a. 4 meetings will be provided as outlined below, additional meetings may be added at standard hourly rates if necessary.
 - i. Kick-off meeting and site tour(s)
 - ii. Two design review meetings
 - iii. Final Feasibility Study review meeting
5. Final Deliverables:
 - a. Study summary booklet consisting of the following:
 - i. Program and square footage summary
 - ii. Scope narrative describing quality of space and construction.
 - iii. Floor plan diagrams for each option
 - iv. Conceptual cost estimates for each option
 - v. Note: 3D modeling and massing diagrams are excluded but may be added upon request, fee and schedule may be adjusted accordingly.

Project Team

OPN Architects, Inc. includes the following consultant team within our Scope of Work:

Architect	OPN Architects, Inc. Justin Bishop, Associate Principal
MEP Engineer	Design Engineers Justin Marxen, Associate Principal
Cost Estimator	Stecker Harmsen Lee Harmsen, Owner



Compensation

The professional fee for developing the scope of services outlined in this proposal will be a lump sum fixed fee of **Twenty-Six Thousand Five Hundred Dollars and No Cents (\$26,500.00)** plus additional services or reimbursable expenses if necessary.

This fee will cover services and activities required to accomplish the scope of work within a timeframe of eight weeks after the kickoff meeting. Should the project timeframe extend beyond this, as a result of conditions not under the control of OPN, fees may be adjusted to align with the effort extended.

The project will be invoiced monthly as a percentage of work completed and commensurate with the work plan schedule. Any services required beyond those described within the Agreement will be reviewed with the client to understand impact to scope of work or related fees.

Reimbursable Expenses

Reimbursable expenses are in addition to the above fee and will be invoiced at 1.1 times actual cost. Reimbursable expenses include: authorized out-of-town travel, courier services, express mail, reproduction of project documents, photography, out-of-house digital processing, physical models, meals and mileage at the government standard rate.

Additional Services – Available Upon Request

Benchmarking Tours, Visioning & Goal Setting Exercises
Field Measurement and Creation of Existing Plan Drawings (City to provide existing plans)
3d Modeling & Renderings
Structural Engineering
Civil Engineering
Landscape Architecture
Geotechnical Services
Site Surveying



Contract Agreement

This Letter of Proposal is intended to document the primary issues concerning our Agreement Between Owner and Architect. Please let me know if you have any questions or if you would like to further refine the scope and services offered. If details of this proposal are accepted, **please sign and return the document.**

Thank you!

A handwritten signature in black ink that reads 'Justin Bishop'.

Justin Bishop, AIA
OPN Architects

Jamie Hampton or Chris Nosbisch
Mayor or City Manager

AGENDA ITEM #J - 3

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

DATE: July 1, 2019

AGENDA ITEM: Professional Services Agreement – LBFCWC Trails

ACTION: Motion

SYNOPSIS: As HBK Engineering has been working with a portion of this trail project already with the LBFCWC construction, staff is recommending that we stay with the firm through the rest of the trail design and construction. HBK is proposing a fee of \$13,950, or approximately 7% of the projected construction costs.

BUDGET ITEM: Trail Funds and Grant

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

**PROFESSIONAL
SERVICES
AGREEMENT**



This Agreement is made and entered into this 12th day of June, 2019, by and between OPN Architects, 24 ½ S. Clinton Street, Suite 1, Iowa City, Iowa 52244 ("OPN") and ("Client") and HBK Engineering, LLC., an Illinois limited liability company, with offices at 509 S. Gilbert Street, Iowa City, Iowa 52240 ("HBK") and ("Engineer")

Recitals

Client proposes to engage Engineer to:

- [1] perform engineering services
- [2] in connection with trail improvements for Wellmark Grant Trail located approximately at 1401 Palisades Road in Mount Vernon, Iowa (hereinafter referred to as the "Project")
- [3] for City of Mount Vernon ("Owner");

Engineer shall perform the services as requested by the Client and as agreed hereunder.

Agreement

Now therefore in consideration of the mutual promises and covenants set forth below, the sufficiency of which are hereby acknowledged, Client and Engineer, agree to the following.

1. Recitals.
Recitals are incorporated into this Agreement as a material part hereof.
2. Entire Agreement.
This signature page, together with *Part I – Scope of Services, Part II – Project Description/Project Limits/Payment for Services, and the HBK Engineering, LLC – General Terms and Conditions* (each attached hereto), comprise the entire agreement between Client and Engineer relating to the Project.

In witness whereof the parties hereto have made and executed this Agreement:

Client: **OPN ARCHITECTS**

Engineer: **HBK ENGINEERING, LLC**

By: _____

By: _____

Name: Justin Bishop

Name: Amy Ashbacker

Title: Associate Principal

Title: Division Manager

Date: _____

Date: _____

Part I: Scope of Services

Phase 001 -Topographic and Utility Survey

- Secure Iowa One Call design locate records of utilities in project vicinity.
- Perform topographic and utility survey of parcels identified on Concept, including adjoining right-of-ways and one hundred feet beyond the parcel boundaries in all directions as necessary. Utility information will be based on Design Locates provided By Others through the Iowa One Call system. Accessible manholes and intakes will be dipped to obtain flowline and existing pipe information.
- Create surface file and existing site plan based on existing topography and infrastructure.
- Research and evaluate any existing easements or land records pertinent to future development.

Phase 002 – Civil Design & Plan Preparation

- Design of an approximately 1,381', 8' wide hard surface trail with decorative benches at three locations
- The design will be based on SUDAS standards and specifications.
- The Site Plan Package Includes the following Drawings:
 - Cover Sheet
 - Existing Site Plan
 - Proposed Site Plan – proposed trail alignment, cross-sections, and bench locations
 - Grading and Erosion Control Plan – proposed grading to accommodate trail and erosion control measures required during construction.
 - Design Detail Sheets

Phase 003 – Design Meetings

- 3 meetings are anticipated for addressing Owner's review comments

Phase 004 – Landscape Design & Plan Preparation

- Landscape design to include specifying ground cover, selecting trees from approved tree list from the City of Mt. Vernon, and specifying decorative benches.

Phase 005 – Lighting Design & Plan Preparation

- Lighting design for (14) – 16' tall light poles is to be coordinated with lighting planned at the adjacent wellness center. Lighting is intended to match existing illumination levels of similar paths currently in the City.

Phase 006 – Bidding & Construction

- Develop front end specs for bidding
- Manage pre-bid meeting
- Conduct bid opening
- Provide Pre-Construction meeting
- Conduct construction meetings and field visits - assumes 5 meetings/field visits

ASSUMPTIONS/EXCLUSIONS

- No permit preparation and/or applications are included in this contract
- Connection to existing electrical distribution to be designed by utility company
- Design to be based on concept provided by OPN and dated 02-21-2019.
- Design will follow SUDAS standards and specifications.
- Plan set preparation and distribution to be managed By Others. Plan set/printing fees to be paid for by Owner.
- No easements and/or acquisition documents are required.
- Construction staking is not included in this contract.
- Geotechnical services/soil borings are not included in this contract.
- Full Photometric study for lighting is not included in this contract.
- Administration of the awarded grant is excluded from this contract.

End Part I

Engineer _____ Client _____ 2 | Page

Part II: Project Description/Project Limits/Payment for Services

Project Description

Engineering consulting in connection with trail improvements for Wellmark Grant Trail approximately located at 1401 Palisades Road in Mount Vernon, Iowa. Design services will be in accordance with the awarded Wellmark Grant.

Project Limits

The project area consists of the Wellmark Grant Trail in Mount Vernon, Iowa.

Payment Terms

The Engineer will perform the services, enumerated in Scope of Services, at the fees stated below.

The Client agrees to pay each billing within 30 days of receipt. If Engineer does not receive any payment within 30 days of the invoice date, Engineer may, at Engineer's sole option, cease any remaining Project Work until Engineer receives payment in full for all unpaid balances due.

In the event the Client requests Engineer perform additional services not included in the Scope of Services, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the current Standard Hourly Rates with authorization limits to be set at the time such services are requested.

Overall Compensation

In consideration of the satisfactory performance of the Work, Client shall pay Engineer, estimated to be **Thirteen Thousand Nine Hundred and Fifty Dollars (\$13,950.00)**.

Standard Hourly Rates -- Effective January 1st, 2019

Principal	\$176.00	Project Designer 3	\$116.00
Program Manager	\$155.00	Project Designer 2	\$106.00
Senior Licensed Professional Engineer, P.E	\$138.00	Project Designer 1	\$88.00
Structural Engineer	\$155.00	Project Designer 0	\$83.00
Licensed Professional Engineer, P.E.	\$121.00	Distribution Designer	\$94.00
Senior Professional Landscape Architect	\$138.00	Construction Manager	\$132.00
Professional Landscape Architect	\$121.00	Construction Liaison	\$132.00
Associate 3 (E.I.T.)	\$116.00	Construction Specialist 2	\$132.00
Associate 2 (E.I.T.)	\$111.00	Construction Specialist 1	\$116.00
Associate 1 (E.I.T.)	\$106.00	Field Administrator	\$99.00
Senior Project Manager	\$138.00	Professional Land Surveyor	\$138.00
Project Manager	\$121.00	Field Lead	\$116.00
Quality Manager	\$121.00	Field Technician	\$77.00
Project Coordinator	\$111.00	Locator 3	\$72.00
Permitting Coordinator	\$111.00	Locator 2	\$60.00
Analyst 2	\$83.00	Locator 1	\$49.00
Analyst 1	\$72.00	Locator 0	\$33.00
Administrative	\$67.00		

End Part II

Engineer _____ Client _____ 3 | Page

GENERAL TERMS AND CONDITIONS
06-12-2019

A. **PARTIES AND DEFINITIONS:** "Agreement" as used here shall mean, as applicable, the attached Professional Services Agreement (PSA), Master Services Agreement (MSA), General Purchase Agreement (GPA) or Task Authorization (TA), together with, if any, associated, Exhibits, attachments and addenda. "Engineer", for purposes of these General Terms and Conditions, shall mean HBK Engineering, LLC. "Client" shall be the party hiring Engineer to perform the Work hereunder. Engineer or Client may be referred to as "Party" and together as "Parties". "Work" shall mean the professional engineering and/or engineering related services described in Engineer's scope of services under the Agreement. "Prime Agreement" shall be used here conventionally. **Flow-Through:** Prior to Engineer's execution of this Agreement, Client shall provide Engineer a full copy of the Prime Agreement and allow for Engineer's timely and reasonable review. In the alternative, Client may withhold, or otherwise not provide, one or more sections of the Prime Agreement ("**Withheld Provisions**"). Excepting **Withheld Provisions**, Engineer shall assume obligations and responsibilities that, and as, the Prime Agreement specifically requires of lower tier design professionals, but only insofar as such provisions apply to Engineer's limited scope of services for Work hereunder; additionally, Client grants Engineer the same rights, powers, privileges and remedies toward Client as Client is granted, directly or indirectly, toward higher tier parties under the Prime Contract or applicable law. Notwithstanding anything to the contrary above or in any Prime Agreement, *Engineer shall not be bound, in any way whatsoever, by an untimely Prime Agreement, any Withheld Provisions, or provisions directly related to or dependent upon a Withheld Provision or an untimely Prime Agreement.* Section Headings used in this Agreement are descriptive only, included for convenience, and shall not constitute an interpretive part the Agreement. The term "reasonable" as used in this Agreement, in all cases, shall mean "commercially reasonable".

B. **INSURANCE:** Engineer is protected by Workers' Compensation, Commercial General Liability, Automobile Liability and Professional Liability insurance coverage, and will furnish certificates of insurance upon Client's request. If Client requires coverage beyond Engineer's applicable standard coverage, Engineer will attempt to obtain such coverage provided Client agrees to pay additional costs of such coverage.

C. **PERMITS:** Where and as permitting ("Permits") is specifically included as part of the Work, Engineer will furnish such documents and design data as may be reasonably required and Engineer will assist Client in obtaining such Permits in accordance with Engineer's applicable scope of services for such Work. Client will furnish all design input required by Engineer for completion of the Work and, if any, ancillary approvals and/or consents ("Permissions"). In any case, *Engineer shall not be responsible for the favorable or timely receipt of Permits or Permissions where delay may be due to reasons beyond Engineer's scope of services, authority, or reasonable control.* It is mutually understood: (i) Client will pay the cost of all Permits and Permissions, including, without limitation, review fees, bonding, insurance premiums, title company charges, blueprints and reproductions, if any, associated with the permitting Work, and (ii) such costs are *not included* in Engineer's fees for professional services, unless (iii) such costs are specifically enumerated in writing and payment by Engineer is specifically stated in Engineer's scope of services for the Work.

D. **PROFESSIONAL STANDARD OF CARE:** Engineer's services will be performed in accordance with the generally accepted practices, skill and care normally rendered by professional engineers in firms similar to Engineer's, and providing similar services at the same time, in the same locale, and under like circumstances. No warranty or guarantee, express or implied, is included or intended by this Agreement with respect to the performance of professional services. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties.

GENERAL TERMS AND CONDITIONS

06-12-2019

E. INFORMATION PROVIDED BY OTHERS: Client shall assist Engineer by placing at his disposal all documents, drawings, reports and other existing information available to Client and Client's consultants and subcontractors that will assist Engineer in the performance of the basic services being provided by Engineer, and Engineer shall be entitled to rely upon the accuracy and completeness thereof. Client recognizes that it is impossible for Engineer to assure the accuracy, completeness and sufficiency of information provided by others, either because, for example, it is impossible to independently verify within Engineer's scope of work, or because of reasonably undetectable errors or omissions of others that may have occurred in assembling such information. Accordingly, Engineer will conduct the research that in its professional opinion is necessary and will provide the requested services in a manner consistent with Engineer's professional standard of care for same or similar projects. Client recognizes, however, that the information upon which the Engineer relies may contain errors or may be incomplete. Client agrees to waive all claims and causes of action against Engineer, and anyone for whom Engineer may be legally liable, for damages arising out of Engineer's use of such information provided by Client or obtained from others, upon which Engineer shall rely while providing the scope of services contained in this Agreement.

F. ELECTRONIC MEDIA: Engineer agrees, upon request, to provide materials to Client stored electronically. At Engineer's option, unless specifically agreed to the contrary, such materials will be provided in PDF format. Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to alteration, either intentional or otherwise, due to, for example, transmission, conversion, media degradation, software error or human alteration. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of material transmitted via electronic media. Client agrees such material shall not be used, in whole or in part, for any project other than that for which they were created. Client agrees to waive any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of material submitted via electronic media. Documents that may be relied upon by Client as definitive are limited to those that are hand-sealed by Engineer.

G. OWNERSHIP OF DATA AND DOCUMENTS: Client acknowledges all Work Product, including, without limitation, documents, drawings, specifications, estimates, field notes, and other data and all processes including scientific, technological, software, and other concepts, whether or not patentable, created, prepared or furnished under this Agreement by Engineer or by Engineer's independent contractors and consultants pursuant to this Agreement, are instruments of service in respect of the project and they are, and they shall remain, the property of Engineer whether or not the project is completed. In the event Client is or becomes entitled to any ownership and/or license rights to project plans or specifications prepared under this Agreement, Engineer's completion of the Work and payment in full of all money due to Engineer shall be conditions precedent to such transfer. Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the Work Product by the Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Engineer.

H. INDEMNIFICATION: Engineer and Client agree, subject to liability limiting provisions elsewhere in this Agreement, to indemnify and hold harmless, the other, its Members, managers, directors, officers and employees, from and against legal liability for claims, losses, damages, or liability of any other sort, including reasonable attorney's fees (together, "Claims") to the extent such Claims are legally determined to be caused solely by their negligent acts, errors or omissions in their performance under this Agreement. In the event any such Claims are legally determined to be caused by the joint or concurrent negligence of Engineer and Client, Claims shall be born by each party in proportion to its own negligence under comparative fault principles. No duty to defend is hereby created nor any costs of defense are hereby assumed by this indemnity provision and Parties explicitly waive such duty and costs under this Agreement. Causes of action arising out of Engineer's services or this Agreement, regardless of cause or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Engineer's substantial completion of services on the project. ***In all cases, Engineer's indemnification shall be limited to the extent of the liabilities specifically assumed by Engineer within this Agreement and only as respects professional services performed by Engineer.***

GENERAL TERMS AND CONDITIONS
06-12-2019

I. JOBSITE SAFETY: Engineer will not be responsible, nor assume any liability, for any acts or errors or omissions of Client or any of Client's sub-contractors, agents or employees or any other persons (except Engineer's own employees) at the Work site or otherwise performing Client's work. If Engineer's scope of Work includes the performance of services during the construction phase of a project, it is understood that the purpose of such services, including visits to the site, is to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as a design professional. Neither the professional activities of Engineer, nor the presence of Engineer or its employees at the construction site, shall relieve Client of its obligations, duties and responsibilities included in, or necessary to complete, the Work. ***In no event shall Engineer be responsible, in any way whatsoever, for construction means, methods, sequence, techniques or procedures necessary for performing, superintending or managing, in any way, construction aspects of the Work.*** Engineer and its personnel shall have no authority to exercise any control over Client's construction, or that of Client's subcontractors or other entities or their employees (such individuals and entities, together, "Construction Personnel") in connection with Client's Work or any related health or safety programs or procedures. The Client agrees that Construction Personnel shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in Client's agreements with Construction Personnel. Client also agrees that Client, Engineer and Engineer's sub-consultants, if any, shall be indemnified by Construction Personnel and named additional insured under their policies of general liability insurance.

J. ADDITIONAL/EXCLUDED SERVICES: This Agreement is a non-exclusive contract. Engineer may refuse additional work from Client and accept work from others. Client agrees to pay Engineer as compensation for all extra or additional services not specifically covered in the Agreement's scope of services. Services resulting from significant changes in general scope of the underlying project or its design shall be considered permitted, additional Work, including but not limited to: changes in size, complexity, assumptions, Client's schedule, or character of construction, and revising previously accepted studies, reports, design documents or contract documents when any such revisions are due to causes beyond Engineer's control. **EXCLUDED SERVICES** The following services unless specifically included, are here specifically *excluded* from the Work: land title, ownership and/or tract and lien searches; structural calculations; services involved in the design of improvements lying outside of the Project Limits. Engineer shall perform excluded services only upon written request and agreement. Absent written agreement to the contrary, such additional or excluded services shall be performed on a time and material basis, at Engineer's then current Standard Hourly Rates with expenses passed through to Client at actual cost plus ten percent (10%).

Hazardous Materials - *Nothing in this Agreement shall be construed as providing any type of service relating to an assessment of the presence or absence of oil, asbestos, radioactive materials or any other hazardous material and/or environmental contaminants which may be subject to regulatory control, or for the design of systems to remove, treat, handle, or dispose of such materials.*

K. TERMINATION: Client may, at any time, suspend further work by Engineer, or Client or Engineer may, with or without cause, terminate the Agreement at any time upon ten (10) working day's written notice to the other party. Client agrees to compensate Engineer for all services performed prior to the effective date of suspension or termination, together with reimbursable expenses including, if any, sub-contractors, sub-consultants and vendors. No deductions or Client offsets shall be made from Engineer's compensation unless by prior written agreement between Client and Engineer, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party. Engineer shall forward specifications, drawings and documents relating to the services provided in this Agreement to Client upon payment in full of all monies due Engineer under this Agreement. If Engineer for any reason does not complete all of the services contemplated by this Agreement, Engineer cannot be responsible for the accuracy, completeness or workability of project documents prepared by Engineer if used, changed or completed by the Owner, Client or by another party. ***Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by Engineer.***

GENERAL TERMS AND CONDITIONS
06-12-2019

L. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Client agrees to limit Engineer's liability for Engineer's acts, errors or omissions under this Agreement such that the total aggregate liability of Engineer hereunder shall not exceed the greater of Engineer's insurance proceeds available when such liability is legally adjudicated, or One Hundred Thousand Dollars (\$100,000.00) in total. Further, it is agreed and understood that this limitation of liability is the sole and exclusive remedy available to Client for any damages and/or losses arising from Engineer's services. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

M. MISCELLANEOUS PROVISIONS:

1. FORCE MAJEURE: Any delays in or failure of performance by Engineer shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to: Acts of God or the public enemy; compliance with any order of any governmental authority; changes in law; act of war, sabotage or damage resulting there from; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes which are beyond the reasonable control of Engineer.

2. INTERPRETATION: The parties acknowledge and agree the terms and conditions of this Agreement, including but not limited to those relating to allocation of, releases from, exclusions against and limitation of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they chose to receive from their own legal counsel, and they have not been influenced by any representation or statement made by any other party or its legal counsel. *No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.* In the event that any portion or all of this agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to amend the commercial and other terms of the Agreement in order to effect the intent of the parties as set forth in this Agreement. The parties agree to look solely to each other with respect to performance of this Agreement. The provisions of this agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitation of or released from liability, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

3. ENTIRE AGREEMENT: This Agreement, and without limitation, any Exhibits, addenda, applicable Task Authorizations, Purchase Orders, Change Orders Requisitions and other such similar "Work Requests", constitute the entire Agreement between Client and Engineer, superseding all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Work hereunder. In the event of conflict and/or ambiguity between any provision of this Agreement and, without limitation, that contained in any Work Request, proposal, contract, requisition, notice to proceed, or any other Project document, this Agreement, and within this Agreement these General Terms and Conditions, shall take precedence and prevail in enforcement and or clarification. No other representations of any kind, oral or otherwise, have been made. Client and Engineer bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other part, in respect to all covenants of this Agreement; except as above, Client shall not assign, sublet or transfer its interest in this Agreement without the written consent of Engineer. Nothing herein shall be construed as creating any personal liability on the part of any owner, officer, employee, or agent of Engineer or Client that may be a part hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client or Engineer.

GENERAL TERMS AND CONDITIONS
06-12-2019

4. **DISPUTE RESOLUTION:** All claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement shall be submitted to arbitration pursuant to the Rules for Commercial Arbitration of the American Arbitration Association. Judgment on any interim or final award rendered by the arbitrator may be entered and enforced in any court of Illinois or the United States District Court for the Northern District of Illinois. The city and state of such arbitration shall be in Chicago, Illinois. Any legal action by either party against the other for any cause or causes, including but not limited to breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two (2) years from the day after completion of Engineer's services hereunder.

5. **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state of Illinois. Client hereby irrevocably consents and submits to the jurisdiction of any State Court of Illinois, or the United States District Court for the Northern District of Illinois and waives any and all objections that it may have to Cook County venue or the issuance of service of process in any such proceedings.

6. **ATTORNEY FEES, COSTS AND EXPENSE:** In the event either Engineer or Client shall institute any action or proceeding against the other relating to performance under, or the enforcement of, this Agreement, any provision hereof, or any default hereunder, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses.

7. **SEVERABILITY:** Every paragraph, part, term or provision of this Agreement is severable from another. If any paragraph, part, term or provision of this Agreement is construed or held to be void, invalid or unenforceable by order, decree or judgment of a court of competent jurisdiction, the remaining paragraphs, parts, terms and provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The parties further agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

8. **SURVIVAL:** These terms and conditions, including, without limitation, any expressed limitation of or release from liability, shall survive the completion of Work or termination of this Agreement and shall remain in full force and effect.

9. **ASSIGNMENT:** Client may not assign rights, duties and liabilities under this Agreement without prior written consent of Engineer.

10. **SOLICITATION OF EMPLOYMENT:** Neither party shall, during the term of this Agreement or for a period of one hundred and eighty (180) days thereafter, directly or indirectly for itself or on behalf of, or in conjunction with, any other person, partnership, corporation, business or organization, solicit, hire, contract with or engage the employment of an employee of the other, unless that party has obtained the written consent of the other to such hiring and that party pays to the other reasonable compensation for disruption to the other's business and the other's cost to replace the lost employee.

END GENERAL TERMS AND CONDITIONS
US3179190

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AGENDA ITEM # J - 4

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

DATE:	July 1, 2019
AGENDA ITEM:	Pay Application #3 – Traffic Signals
ACTION:	Motion

SYNOPSIS: In case you haven't noticed (or received a phone call), the traffic signal project on 1st Street and 5th Ave is fully underway. This is the 3rd pay application for this project and would bring our total paid to half of the original contract price. V&K Engineering is recommending approval of the pay request in the amount of \$38,302.81.

BUDGET ITEM: Infrastructure Bond Proceeds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19



VEENSTRA & KIMM, INC.

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

June 25, 2019

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

MOUNT VERNON, IOWA
5th AVENUE NW & 1st STREET WEST TRAFFIC SIGNAL INSTALLATION
PARTIAL PAY ESTIMATE NO. 3

Enclosed is one copy of Partial Payment Estimate No. 3 for work completed April 27, 2019 to June 25, 2019 under the contract between the City of Mount Vernon and Price Industrial Electric, Inc.

We have reviewed the estimate and recommend payment to Price Industrial Electric, Inc. in the amount of \$38,302.81.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 3 to Price Industrial Electric, Inc. for signature and return to the City of Mount Vernon.

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

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

VEENSTRA & KIMM, INC.

Leland Belding
LJB:mmc
51319
Enclosure



June 25, 2019

PAY ESTIMATE NO. 3
5th AVENUE NW & 1st STREET WEST
TRAFFIC SIGNAL INSTALLATION
MOUNT VERNON, IOWA

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

Contract Amount \$164,959.00
Contract Date October 1, 2018
Pay Period April 27, 2019 - June 25, 2019

BID ITEMS

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Excavation, CL10, Rdwy + Borrow	CY	10	\$ 100.00	\$ 1,000.00		\$ -
2	STD/S-F PCC Pav't, CL C CL3, 7"	SY	14	\$ 100.00	\$ 1,400.00		\$ -
3	Gran. Surf on Rd, CL A CR Stone	Ton	5	\$ 150.00	\$ 750.00		\$ -
4	Rmvl of Pav't	SY	89	\$ 68.00	\$ 6,052.00		\$ -
5	Sidewalk, PCC, 5"	SY	53	\$ 54.00	\$ 2,862.00		\$ -
6	Sidewalk, PCC, 6"	SY	20	\$ 65.00	\$ 1,300.00		\$ -
7	Detectable Warnings	SF	56	\$ 45.00	\$ 2,520.00		\$ -
8	Traffic Signalization	LS	1	\$ 90,000.00	\$ 90,000.00		\$ -
9	Traffic Signal Installation	LS	1	\$ 46,000.00	\$ 46,000.00	0.3	\$ 13,800.00
10	Rmvl of Traffic Signalization	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
11	Construction Survey	LS	1	\$ 1,575.00	\$ 1,575.00	0.25	\$ 393.75
12	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	0.25	\$ 1,125.00
13	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	0.489	\$ 2,445.00
14	Seed + Fertilize (Urban)	Acre	0.2	\$ 5,000.00	\$ 1,000.00		\$ -
Contract Price:					\$ 164,959.00		\$ 18,763.75

MATERIALS STORED SUMMARY

Description	# of Units	Unit Price	Extended Cost
Black Steel Fab.	1	\$ 1,270.00	\$ 1,270.00
Traf Sig; 12" RYG LED, Blk Poly, MA Mtg, 1-pc Poly Bplt	4	\$ 472.00	\$ 1,888.00
Traf Sig; 12" RYG LED, Blk Poly, Side Pole Mtg, No Bplt	4	\$ 335.00	\$ 1,340.00
Ped Sig; 16" Black Poly, Hand/ Man/ Countdown LED, Clamshell	8	\$ 262.00	\$ 2,096.00
Passport Ped Pushbutton Assy; Round, Pole Mt, Black	8	\$ 83.00	\$ 664.00
Sign; Ped Instruction, Specl " Start Crossing... Time Remaining 08"	8	\$ 18.00	\$ 144.00
4" SCH 40 Alum Pole 5'; Steel Flange Base, Round Alum cover & Cap	8	\$ 419.00	\$ 3,352.00
SignBrac; 102" CTC, 62" cable for 108" street name sign	2	\$ 197.00	\$ 394.00
SignBrac; 78" CTC, 62" cable for 84" street name sign	2	\$ 160.00	\$ 320.00
Battery Backup System; 1250VA/ 875W, Traffic. Nema Mount	1	\$ 5,957.00	\$ 5,957.00
Econolite Controller, Cobalt, C, Type 2, Data Key	1	\$ 3,550.00	\$ 3,550.00
Cab Assy; P44 TS2-1, 16-pos bkpl for ATC, rack with 8 det pad mtd	1	\$ 8,940.00	\$ 8,940.00
Gridsmart Detection System	1	\$ 14,163.00	\$ 14,163.00
Pole Assemblies/Tapered Arms - 25 ft 7 Ga	1	\$ 6,000.00	\$ 6,000.00
Pole Assemblies/Tapered Arms - 30 ft 7 Ga	3	\$ 6,000.00	\$ 18,000.00
Total			\$ 68,078.00

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 164,959.00	\$ 18,763.75
Approved Change Order (list each)	Change Order No. 1	\$ 2,200.00	
Revised Contract Price		\$ 167,159.00	\$ 18,763.75

Stored \$ 68,078.00
 Total Earned \$ 86,841.75
 Retainage (5%) \$ 4,342.09
 Total Earned Less Retainage \$ 82,499.66

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 18,876.50	
	Pay Estimate No. 2	\$ 25,320.35	

Total Previously Approved \$ 44,196.85
 Amount Due This Request \$ 38,302.81

Percent Complete 11%

The amount \$38,302.81 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Price Industrial Electric, Inc.

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: _____

Signature:  _____

Signature: _____

Name: _____

Name: Leland Belding

Name: _____

Title: _____

Title: Engineer

Title: _____

Date: _____

Date: June 25, 2019

Date: _____

AGENDA ITEM # J - 5

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

DATE:	July 1, 2019
AGENDA ITEM:	Street Sounds Proposal
ACTION:	Motion

SYNOPSIS: CDG would like to purchase a blue tooth speaker system for the downtown area. Staff would need to review various locations and whether or not we have space on existing infrastructure to accommodate the speakers. I have included the literature that was provided to me regarding this system. Nick has spoken to the City Administrator in Belle Plain as they have a similar system in place.

BUDGET ITEM: CDG

RESPONSIBLE DEPARTMENT: CDG

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

STREET SOUNDS

Music for Your Main Street

- Wireless. No digging up sidewalks or streets.
- Real-time, high-quality audio.
- Like having your own radio station.
- Easily mounts on street light pole.
- Fully outdoor-rated system.
- Built-in scheduler for time-of-day operation.
- Remote volume control of each unit.

2 speakers \$1900
transmitter \$850

Notes from Anamosa

- Schedule is touchy
- not a lot of instructions
- need a dedicated computer to play it.
- 3 poles
- Overall Good

StreetSounds® is a wireless audio solution designed for permanent outdoor mounting on streetlight poles. The audio is sent in real-time so that you can use the system for announcements, background music, live music, festivals, parades, farmers markets, and seasonal holiday music using a streaming music service such as Pandora.

Each StreetSounds® unit includes a high-quality wireless radio, a 70-watt stereo audio amplifier, two outdoor-rated speakers, and a heavy-duty stainless steel mount. Each system includes a Master Transmitter that can either be fixed-mounted, or transportable for festivals and parades, or can be used to "mic your band".

STREET SOUNDS

STREAMING WIRELESS AUDIO

Frequently Asked Questions

Q. How do we install the StreetSounds® remote units?

A. The StreetSounds® STS-70-205 includes a stainless steel mounting bracket that is designed to be installed on a 4" to 6" pole with two metal bands (hose clamps). If an AC power plug is available on the streetlight pole, all you need to do is attach the STS-70-205 to the pole with two metal bands (i.e. Ideal Tridon Pow'r Gear 6X) and plug in the AC power cord. That's it! The system has been designed so that most Public Works personnel can easily install the system with minimal equipment or cost.

Q. What is the transmission range of the radio?

A. The average radio range is between 600' and 800' with standard antennas, limited obstructions, and no interference. However, the typical placement of StreetSounds® units is 120' to 150' apart on the average city block. The more important consideration is the range, or coverage, of the sound. This will normally dictate where the StreetSounds® units are mounted. With 2 speakers aimed in opposite directions along the block, a typical placement of 150' is usually adequate for a low to moderate "background" sound level. Traffic noise will also have an effect on distance between units. The tradeoff will be playing music at a low level, yet having adequate audio coverage for the desired area.

Q. Can I add more StreetSounds® units if I want to expand my coverage area?

A. Yes, you can add as many StreetSounds® radios any time you like. Each StreetSounds® radio is a "repeater" so it will re-transmit the radio signal to units that are further away. This way, you can start with just a few StreetSounds® units and add more as budget becomes available. The only "range" that really matters is the distance between two adjacent StreetSounds® units.

Q. How many StreetSounds® units will I need for my 2-block downtown Main Street area?

A. We typically estimate that the units should range from 120' to 150' apart to provide good sound coverage. Since most city blocks in smaller towns are about 300' in length, you would need ~two StreetSounds® unit per block. If you want sound coverage on both sides of the street, you could either "zig-zag" the installations, or install additional units on the other side of the street.

Q. Do the StreetSounds® systems require AC power?

A. Yes. The STS-70-205 requires either 110VAC or 220VAC. This power is generally available on a typical streetlight pole. Some streetlight poles already have AC outlets which significantly simplifies the installation of the StreetSounds® unit. If an AC outlet is not already present on your streetlight pole, you will need to have one installed by a qualified electrician. The average power required is typically less than 10 watts when music is being played at a background level, but will not exceed 100 watts maximum.

Q. What kind of audio can I send on the StreetSounds® system?

A. StreetSounds® is a "real-time" streaming stereo audio system that produces very high quality audio (pro-audio) transmissions. "Real time" means that the system acts like a "PA" (public address) system and sends audio with less than 35msec of delay from one location to the next. This is very different from other systems in which the audio is sent via Wi-Fi as a "file" (i.e. mp3, AAC, WMA) and then played when someone hits the "Play" button. StreetSounds® is like having your own local radio station.

Q. Does StreetSounds® transmit on Wi-Fi (or Bluetooth, or ZigBee)?

A. No. StreetSounds® uses the 900 MHz unlicensed frequency band which is much less crowded than 2.4 GHz or 5 GHz Wi-Fi bands. Signals at 900 MHz travel much further than 2.4GHz or 5GHz and can penetrate "obstructions" such as trees, people, and buildings much better than the higher frequencies. Also, AirNetix has developed a proprietary radio transmission protocol that is designed SPECIFICALLY for high-quality, real-time audio transmission. In fact, the predecessor to StreetSounds®, the ARX-900 AiRocks Pro, uses this same wireless audio transmission technique and has been serving the (very picky) pro-audio market for the past two years. The system is very robust and does not depend on Wi-Fi to carry the signal. Wi-Fi is not well suited to carrying real-time audio signals especially during periods of network congestion. Bluetooth is better suited for audio, but cannot "broadcast" or "relay" the signal like StreetSounds®. ZigBee is a "best effort", packet-oriented system like Wi-Fi and is not well-suited to real-time transmissions.

Q. Are the StreetSounds® products weatherproof?

A. Yes. The STS-70 radio is fully weatherproof and is housed in an aluminum enclosure that is IP65 rated. The speakers supplied with the STS-70-205 are also fully weatherproof and include an IP54 rating. Both are designed for permanent outdoor installation.

Q. Can I move the StreetSounds® unit after installation if I don't like the sound coverage?

A. Yes. StreetSounds® are very flexible and can be moved to change or improve sound coverage after initial installation. You could install the system in one configuration for a while, then change locations of units if you like. The system is very flexible.

Q. Is there Master transmitter?

A. Yes. A StreetSounds® "network" consists of at least one "Master" transmitter and one or more "Remote" or "Relay" units. The Master can be located anywhere within radio range of a StreetSounds® unit. As long as the Master can reach at least one StreetSounds® location, the signal will be relayed to each of the other Remote units. Since each StreetSounds® radio is a "repeater" the signal will be sent from one pole to the next, creating an almost unlimited range of radio coverage. You can even go around corners of the block to reach business areas that are not located on the Main Street.

Q. Can I move the Master transmitter?

A. Yes. You can use the Master at its normal location (i.e. in a street side office) during a typical business day, and then move the Master to a different location if there is an event, such as a parade or festival. For example, if there is a festival with a band, you could temporarily move the Master to the stage and send the band's music (at much lower audio levels!) all along the street. This could also be used as a temporary "announce" location for "lost and found" or emergency communications such as "lost child" or "emergency vehicle" announcements.

Q. Is the StreetSounds® system Stereo?

A. Yes. StreetSounds® has two audio channels that can be used to send a stereo audio signal. However, the two audio channels don't necessarily have to be used for a stereo audio. You could use the two channels for completely different audio content (i.e. music + paging).

Q. How much audio power can the StreetSounds® system provide?

A. StreetSounds® includes a two-channel audio amplifier that is capable of providing 35 watts RMS per channel (x2) into an 8 ohm speaker, producing 70 watts RMS into two 8 ohm speakers. A total of 100 watts RMS is available if you use 4 ohms speakers or multiple parallel 8 ohm speakers.

Q. Can I use different speakers on the StreetSounds® unit?

A. Yes. StreetSounds® is capable of driving any 8 ohm or 4 ohm speaker. You could even use StreetSounds® to drive "landscape" or buried speakers. Care should be taking to properly wire series and parallel connections of speakers. Consult AirNetix with any concerns or questions.

Q. Can I monitor and control the Remote StreetSounds® units?

A. Yes. The StreetSounds® system includes a comprehensive Network Management System (NMS) that runs on a standard Windows PC. The NMS gives the operator full visibility and control over each remote unit in the network. You can see, in real time, if the remote unit is working properly. You can also control the volume at each remote from the NMS screen.

Q. Can the StreetSounds® remotes units be turned on and off automatically?

A. Yes. The StreetSounds® system includes a "Scheduler" that lets you control up to six "zones" or groups of radios automatically based on time of day and day of week. The Scheduler will turn on or off zones at any time you choose during any day of the week.

Q. Is there an Alarm monitor in the StreetSounds® system?

A. Yes. StreetSounds® includes an Alarm monitor system that keeps an eye on several critical functions and sends the operator a text and/or email message if something isn't working correctly.

Q. What about theft?

A. Theft will always be a valid concern with any outdoor-mounted equipment. However, StreetSounds® units include anti-theft hardware on all accessible fastener locations. Special tools are required to remove these fasteners. A mounting height of 12 feet or greater is recommended to remove the unit from the "temptation zone".

AGENDA ITEM # J - 6

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

DATE:	July 1, 2019
AGENDA ITEM:	F-250 Purchase
ACTION:	Motion

SYNOPSIS: Please see the attached memo from Nick regarding the purchase of a new F-250. The CIP contained monies for a new jet-vac system for public works and wastewater/water departments in the amount of \$40,000. After researching various units, the preferred model for our needs will be significantly higher than the budgeted amount. This will postpone the jet/vac purchase and allow for other capital projects to move forward.

BUDGET ITEM: Enterprise Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

Memo

To: Mayor and Council

From: Nick Nissen

Date: 7/1/19

Re: F-250 Purchase

The public works department would like to purchase an F-250. City council has approved the purchase of an F-150 as part of the CIP. Public Works would like to switch this to an F-250. The original plan of purchasing an F-150 to replace an old F-150 is going to be changed slightly. The current plan for each crew member to have a truck assigned to them falls a little short. Adding to the fleet will allow for more efficiency in the field. Currently we are 1 truck short per crew member. We do have an F-550 and F-450 that we do not assign to an individual because those trucks are used more for hauling debris, snow plowing and hauling large equipment around on a trailer. The F-550 along with F-450 are not set up to haul hand tools and personal equipment that can be used in the field. A typical truck used for the streets department will have tools such as cordless drill, cordless driver, cordless Sawzall, wrenches, hammers, shovels, a broom, manhole hooks, cones and valve wrenches along with various other tools. These tools are typically stored in the tool box on the truck along with in the bed of the truck. The small dump trucks do not have areas to store these tools effectively.

One of the goals starting 3 years ago was to have each crew member assigned a truck. This allows that member to set up the truck the way they see most fit for them along with take ownership of that truck. The streets department took a truck from the waste water department 3 years ago to help get the department closer to this goal. It still left the department one service truck short per crew member. By purchasing an F-250 and not replacing the F-150 this will meet our goal currently. We believe we can push the F-150 another year, the F-150 does have over 110,000 miles but it typically stays in the Mount Vernon, Lisbon area.

During the months of May through September the streets department typically has a deficiency in vehicles due to added seasonal staff. Adding a truck to the fleet will help to alleviate this issue.

The F-250 being purchased will be set up a little differently than a current street department truck. The department sees a need for a service body truck to be set up with various extra tools that could be utilized during watermain breaks, storm inlet repairs along with have an inverter on board to allow for quick hookup for a power source. Crew members working for the department from other cities have highly recommended service bodies on the trucks. Ease of use, storage options and organization are the main factors. This will be our first trial run with a service body truck. The waste water department has two of these trucks they also recommend the use of a service body over a typical box bed.

I have enclosed the government pricing for the F-250 and service body. The difference in cost between the F-150 originally scheduled and the F-250 with a service body is roughly \$17,533.39. I believe the difference can be made up in the CIP. The public works department will not be purchasing a hydro-vac originally scheduled for this year. The model the department would like to purchase is going to be more than originally budgeted. This should free up about \$40,000 dollars which I believe could be put towards the F-250 purchase.

Keith Colton

Commercial Account Manager

(319) 491-2900 Mobile

E-mail: keith.colton@lynchfordchevy.com



Phone (319) 895-8500

Fax (319) 895-8100

Toll Free (800) 421-8502

www.lynchfordchevy.com

IMS2 CNGP530 VEHICLE ORDER CON

Page 1 of 1



VIRTCDP V4.56 5432

CNGP530

VEHICLE ORDER CONFIRMATION

05/08/19

==>

Dealer

2019 F-SERIES SD

Page

Order No: 0001 Priority: G5 Ord FIN: QI570 Order Type: 5B Price Le
Ord PEP: 600A Cust/Flt Name: CITY OF MT V PO Number:

	RETAIL		RETAIL
F2B F250 4X4 SD R/C	\$35945	17F XL DECOR PKG	NC
142" WHEELBASE		18B PLAT RUNNING BD	320
Z1 OXFORD WHITE		10000# GVWR PKG	
A VNYL 40/20/40		425 50 STATE EMISS	NC
S MEDIUM EARTH GR		473 SNOW PLOW PKG	185
600A PREF EQUIP PKG		512 SPARE TIRE/WHL2	NC
.XL TRIM		52B BRAKE CONTROLLR	270
.TRAILER TOW PKG		TELE TT MIR-PWR	
572 .AIR CONDITIONER	NC	JACK	
996 .6.2L EFI V8 ENG	NC	61S SPLSH GRDS FRNT	130
44S 6-SPD AUTOMATIC	NC	62S SPLSH GRDS REAR	NC
TBM LT245 BSW AT 17	165	66S UPFITTER SWTCH	165
X3E 3.73 ELOCKING	390	67D XTR HVY DTY ALT	NC
90L PWR EQUIP GROUP	915	85S TOUGH BED	595
JOB #1 BUILD		96V XL VALUE PKG	1000
		.CRUISE CONTROL	
		.AMFM/MP3/CLK	
		.SYNC SYSTEM	
		SP FLT ACCT CR	
		FUEL CHARGE	
		DEST AND DELIV	1595

\$29,190⁰⁰

TOTAL BASE AND OPTIONS 41675



FUTURE LINE LLC
 5815 4th St SW
 Cedar Rapids, IA 52404
 P:(319) 730-3800
 F:(319)-730-3805

ESTIMATE

Date:
 INV # S1-33639

To :
CITY OF MOUNT VERNON
 Account # :A13224
 213 1ST ST
 MOUNT VERNON, IOWA 52314

Ph# :895-8742
 Fax# :895-6108



Sales Order No.

Qty.	Part Number	Description	Tech	Each	Total
Service Body					
1	DAK-CBA9878VVSS	8' DAKOTA ALUM SERVICE BODY SRW		\$ 7311.25	\$ 7311.25
<i>Per Quote Q37450</i>					
1	DAK-CB98MNTKITFORD17	Ford, 2017 mounting kit		\$ 271.43	\$ 271.43
1	DAK-31162	31162- Adaptor, Harness, Ford		\$ 26.67	\$ 26.67
3	DAK-CB781VDRAWER	Pullout drawer first vertical compartment		\$ 171.43	\$ 514.29
-	LAB-SERVICE BODY INSTALLATION	SERVICE BODY INSTALLATION		-	\$ 630.00
600	FRT-FREIGHT	FREIGHT		\$ 1.11	\$ 666.00
Service Body : Subtotal					\$ 9419.64

Emergency Lighting/ Electrical					
1	BUY-5624973	48 Inch 72LED Strip Light with 3M? Adhesive Back - Clear And Cool		\$ 36.31	\$ 36.31
<i>Verify which compartment</i>					
-	LAB-LABOR	LABOR		-	\$ 210.00
2	BUY-8892202	Ultra Thin 5 Inch Amber/Clear LED Strobe Light		\$ 48.31	\$ 96.62
Emergency Lighting/ Electrical : Subtotal					\$ 342.93

Service Body Options					
1	FLM-ASBB1872	18x72 ALUMINUM SERVICE BODY BULKHEAD		\$ 428.57	\$ 428.57
-	LAB-LABOR	LABOR		-	\$ 105.00
Service Body Options : Subtotal					\$ 533.57

NOTES : F250 OEM hitch should work

Signature : _____ Date _____

ESTIMATE / PREVIEW ONLY - NOT VALID FOR WARRANTY

There is a restocking fee of 25% Terms are net 30 anything past due will be charged a finance fee of 1.5%

Vehicle Information

Vehicle :
 License # :
 Miles In :
 Miles Out :
 V.I.N. :
 Unit # :

DEPARTMENT	SALE
Labor	\$ 945.00
Parts	\$ 8685.14
Fluids/Supplies	\$ 47.25
SUB TOTAL	\$ 10343.39
SALES TAX	\$ 0.00
ESTIMATE AMOUNT	\$ 10343.39

L. Discussion Items (No Action)

AGENDA ITEM # L - 1

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

DATE:	July 1, 2019
AGENDA ITEM:	Volunteering for EMS
ACTION:	None

SYNOPSIS: I have been approached by the LMVAS Director about the possibility of utilizing city staff for the ambulance service during operating hours. I am currently polling staff to see if there is any interest in this proposal. We will discuss this further at the meeting, but there are some labor issues that would present themselves in this process. Jake will also be present at the meeting to discuss the proposal and answer questions of the Council.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/19

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
July 1, 2019**

- The new pool heater has been installed and is operational. Staff is working as quickly as possible to get the new chemical shelter completed and moved away from the mechanical equipment.
- The auditors were here for two days this past week and completed the initial fact finding portion of their work.
- A significant amount of dirt has been moved on the new public works site. There is a possibility staff may need the bull-dozer for an additional month (due to the rains).
- Trailers housing the carnival ride vendors for Heritage Days will be located in the Elliot Park parking lot. They are not having the slow pitch softball tournament this year, eliminating that potential conflict.