

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 2, 2018 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	June 29, 2018

Mayor:	Jamie Hampton	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Marty Christensen	City Attorney:	Robert Hatala
Councilperson:	Stephanie West	Assis. Admin/City Clerk:	Sue Ripke
Councilperson:	Scott Rose	Deputy City Clerk:	Marsha Dewell
Councilperson:	Tom Wieseler	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 18, 2018 Regular Council Meeting**
 - 2. **Approval of Liquor License – Si Senior**

- E. **Public Hearing**
 - 1. **None**

- F. **Ordinance Approval/Amendment**
 - 1. **None**

- G. **Resolutions for Approval**
 - 1. **Resolution #7-2-2018A: Accepting Work for the Project Known as the 2017 Sidewalk Improvements Project With JDM Concrete LLC**
 - 2. **Resolution #7-2-2018B: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 1st Street W Culvert Replacement Project**

- H. **Mayoral Proclamation**
 - 1. **None**

- I. **Old Business**
 - 1. **None**

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Skid-Loader Purchase for Public Works – Council Action as Needed
3. Discussion and Consideration of Pay Estimate #2 – 2017 Sidewalk Improvements – Council Action as Needed
4. Discussion and Consideration of Purchasing a Trimble R2 Sub-Foot Rover and Supporting Equipment - Council Action as Needed
5. Discussion and Consideration of Lexipol Policy Management System for Police Department – Council Action as Needed
6. Discussion and Consideration of the Associate Planner Position – Council Action as Needed-

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Water/Sewer Bill Reduction Ordinance

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met June 18, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, Christensen and Rose.

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

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

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

Approval of City Council Minutes – June 4, 2018 Regular Council Meeting

Approval of Liquor License – Heritage Days Celebration

Approval of Firework’s Permit – Heritage Days Celebration

Resolutions for Approval

Resolution #6-18-2018A: Approving the Final Plat of Hickory Acres Subdivision, Mt. Vernon, Iowa. Planning and Zoning has already voted to approve the final plat of the Hickory Acres subdivision. City Administrator Nosbisch explained there was no change to the preliminary plat and there are no public utilities to this four lot subdivision. The developer notified the City that they are working with the IDNR to try and do some vegetation work that will help stabilize the creek. Motion to approve Resolution #6-18-2018A made by Roudabush, seconded by Wieseler. Roll call vote. Resolution passes.

Resolution #6-18-2018B: Accepting Engagement Letter from Clifton Larson Allen for Professional Auditing Services for FY 2018 and Additional Services Performed by Brad Hauge. The fee proposed by Clifton Larson Allen for the City’s annual audit is \$15,900.00 which is \$650.00 more than last year. The fee proposed for Brad Hauge services is \$6,450.00-\$6,825.00 which is \$225-\$500.00 more than last year. Staff would like to continue working the both entities and recommends approving both engagement letters. Motion to approve Resolution #6-18-2018B was made by Wieseler, seconded by Rose. Roll call vote. Resolution passes.

Motions for Approval

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

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	59.80
ALLIANT IES UTILITIES	ENERGY USAGE-FD	264.33
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	86.55
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	25.60
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	4,447.46
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,665.42
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,459.05
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,364.61
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	523.25
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	496.71
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	418.86
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	160.26
ALLIANT IES UTILITIES	ENERGY USAGE-PD	144.50

ALLIANT IES UTILITIES	ENERGY USAGE-EMA	45.79
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	28.38
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	21.45
ARAMARK	RUGS-FD	88.62
BARNYARD SCREEN PRINTER LLC	UNIFORMS-RUT	335.00
BAUMAN AND COMPANY	UNIFORMS-WAT,SEW	318.00
BON APPETIT	CATERING SERVICE-MVHPC	498.50
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A	390.00
BROWN SUPPLY COMPANY	HYDRANT EXTENSION-WAT	608.00
CADEN ESKELSEN	REFEREE-P&REC	125.00
CARQUEST OF LISBON	VEHICLE REPAIRS-FD	3.19
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	832.15
CENTURY LINK	PHONE CHGS-PD	51.31
COGRAN SYSTEMS	ONLINE REGISTRATION-P&REC	322.00
COMMUNITY DEVELOPMENT GROUP	BASEBALL/HOTZ AGENCY	100.00
CONFLUENCE INC	CORRIDOR STUDY	6,009.80
CORNELL COLLEGE	RAD MANUALS-PD	22.26
CR LC SOLID WASTE AGENCY	GB,LEAVES-S/W	318.16
CUSTOM HOSE & SUPPLIES INC	SUPPLIES-SEW	376.28
DELL	DESKTOPS,MONITORS,STANDS-PD	4,782.03
DELUXE BUSINESS SYSTEMS	DEPOSIT SLIPS-ALL DEPTS	91.53
DEPT OF THE TREASURY	IRS FORM 720/PCORI FEES	50.19
ELDON DOWNS	UNIFORMS-PW	58.15
ELECTRIC PUMP	OAKRIDGE LFIT STATION-SEW	5,006.07
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	288.00
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	240.00
FAT GUYS MOTOR SPORTS	CLUTCH,BLADES-RUT	751.66
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FUTURE LINE TRUCK EQUIPMENT	UTILITY BOX-WAT,SEW	9,296.40
GALLS INC	UNIFORMS-PD	163.21
GALLS INC	EQUIP MAINT-PD	160.62
GALLS INC	UNIFORMS-PD	102.47
GARRETT HORMANN	REFEREE-P&REC	225.00
GARY'S FOODS	SUPPLIES-PW	232.84
GARY'S FOODS	SUPPLIES-P&REC	24.17
GRAYBILL COMMUNICATIONS	RADIOS-RUT	6,064.00
GRAYBILL COMMUNICATIONS	RADIOS-RUT	3,200.00
GRAYBILL COMMUNICATIONS	RADIOS-RUT	2,980.00
GROUP SERVICES	INSURANCE-ALL DEPTS	21,473.88
HAWKEYE READY MIX	ELLIOTT DUGOUT-RUT	390.00
HECK'S TRANSFER	MOVING EXPENSE-P&A	1,000.00
HECK'S TRANSFER	MOVING EXP-P&A	2,428.50
IA CITY/COUNTY MGMT ASSOC	MEMBERSHIP-ALL DEPTS	150.00
IACMA	MEMBERSHIP-P&A	150.00
IMWCA	WORKERS COMP INSURANCE-INS LEVY	75,634.05
INTERSTATE ALL BATTERY CENTER	BATTERIES-EMA	125.80
IOWA ASSOC OF MUNICIPAL UTIL	MEMBERSHIP-PW	980.48
IOWA COMMUNITIES ASSURANCE POOL	VEHICLES & BLDGS-INS LEVY	67,488.00
IOWA COMMUNITIES ASSURANCE POOL	LIABILITY POLICY-FD	3,827.52
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
IOWA LEAGUE OF CITIES	DUES-P&A	2,423.00
IOWA ONE CALL	LOCATES-WAT,SEW	96.30
IOWA SOLUTIONS	COMPUTER MAINT-PD	187.50
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	375.00
IOWA SOLUTIONS INC	PATCH MGMT,FIREWALL-PD	59.00

JAY A ARNOLD	REFEREE-P&REC	75.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	40.00
JORDAN AXTELL	REFEREE-P&REC	300.00
KEANAN SHANNON	REFEREE-P&REC	25.00
KIRKWOOD COMMUNITY COLLEGE	TRAINING-PD	56.00
KONE INC	ELEVATOR MAINT CONTRACT-P&A	171.69
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	593.68
KROUL FARM GARDENS	BEAUTIFICATION	195.00
KURT PISARIK	UNIFORMS-PW	23.01
LINN COUNTY PUBLIC HEALTH	INSPECTION-POOL	270.00
LYNCH	TPMS SCAN,ALIGNMENT,FILTERS	488.38
LYNCH	A/C MAINT-RUT	138.09
LYNCH	5K MI MAINT,ROTATE TIRES-PD	66.32
LYNCH FORD	2018 INTERCEPTOR-PD	29,463.00
LYNCH FORD	5K MILE MAINT-PD	118.30
MATT SIDERS	MILEAGE-P&REC	84.48
MEDIACOM	PHONE/INTERNET-POOL	161.02
MEDIACOM	PHONE/INTERNET-FD	31.93
MEDIACOM	PHONE/INTERNET-RUT	161.02
MIDWEST SAFETY COUNSELOR	CALIBRATION-FD	30.00
MOORE MEDICAL CORP.	SUPPLIES-FD	55.30
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,347.88
MOUNT VERNON BANK	NSF CHECK-WAT	111.21
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	2,158.61
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	985.50
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	600.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-LOST III/CC	200.00
MOUNT VERNON, CITY OF	CONCESSION START UP CASH-P&REC	100.00
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,P&A,SEW	65.40
NICK NISSEN	UNIFORMS-RUT	39.99
NOUNT VERNON BANK	20% OF CEMETERY SALES	280.00
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE I	20,053.24
P&K MIDWEST INC	RAKE BLADE POINTS-RUT	67.20
PAT WESTERCAMP	FLOWERS,STAMPS-MVHPC	84.89
PAYROLL	CLAIMS	67,744.91
RACOM CORP	VEHICLE-PD	14,285.94
RACOM CORP	COMPUTER EQUIP-PD	1,537.50
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	325.71
RHINO INDUSTRIES INC	CHEMICALS-SEW	694.00
SAM'S CLUB	SUPPLIES-POOL	135.98
SPEER FINANCIAL INC	FY17 MSRB FILING FEE-P&A	375.00
STAPLES ADVANTAGE	STAPLES-P&A	83.11
STATE HYGIENIC LAB	TESTING-SEW	1,909.00
STORM STEEL	HYDRANT PARTS-WAT	77.80
TASC	ADMIN FEE-ALL DEPTS	150.00
TREASURER STATE OF IOWA	SALES TAX	4,088.00
TRUENORTH COMPANIES	EMPLOYEE THEFT/FORGERY POLICY	531.00
US CELLULAR	CELL PHONE-PD	161.15
WEAPON SYSTEMS TRAINING	TRAINING-PD	485.00
WEX BANK	FUEL-PD,WAT,SEW	1,421.58
	TOTAL	388,749.15

Discussion and Consideration of Hwy 30 and Hwy 1 Roundabout Engineering Study – Council Action as Needed. Ben Wilkinson, representing MSA, gave a brief presentation explaining the Hwy 1 and 30 roundabout in-service review. MSA was asked to review the roundabout because of the higher than normal number of accidents. The study can be viewed on the City's website or at City Hall and consists of office and field reviews to document collision patterns and site deficiencies. The Study listed several observations and conclusions such as the introduction of the bypass will reduce the amount of traffic and the roundabout could then be converted to a single lane, the lack of plantings gives drivers a clear view of approaching vehicles and may contribute to premature decisions about entering the roundabout resulting in the high number of failure to yield crashes. Another observation was the high number of vehicles driving on the truck apron as if it were part of the circulating roadway. This may be because it is extremely low and has almost no contrasting concrete coloring. Recommendations for the betterment of the RAB were plantings that grow tall enough to restrict sight as this should help alert drivers of the approaching RAB and by limiting visibility it will encourage drivers to slow down. Also the truck apron should be identified as not being part of the roadway. New signage and driver education was suggested as an immediate low cost solution. Christensen said he would like Council to discuss each of the recommendations; get cost estimates and find out what the City should talk to the DOT about and implement those things that can be done as soon as possible. He wants action with urgency to which Council agreed. Wilkinson said that there was still money left in his contract budget that he would use to finalize the report; he will clarify his recommendations based on tonight's conversation and make an exhibit on what the City is planning on doing to give to the DOT. Wieseler motioned to approve the rough draft of the RAB study, seconded by West. Carried all.

Reports to be Received/Filed

Mt. Vernon Police Report. In May Chief Doug Shannon reported there were 9 reported collision and 24 incidents. The incidents included attempting to elude, fraudulent registration public intox and more. There were also 12 arrests in May. Chief Shannon participated in a 2nd phase PSAP consolidation meeting with all Linn County Depts. Officers Gehrke, Officer Blinks and Chief Shannon became certified as trainers in the administration of NARCAN. Supplementing police coverage for the City of Lisbon has resulted in 2,480 minutes of patrol time and 9 service calls for \$1,888.00.

Mt. Vernon Public Works Report. City crews have finished placing concrete near the Liberty Iron Works building. Tile was placed under the slab in 2 different areas which should help drain any water that infiltrates under the slab. The slab is 6 inches thick with rebar every 2 feet. All quadrants of the City have been swept. The garages in the parks have had an emergency garage door releases added to them. When the City loses power there was no access to these garages.

Mt. Vernon Parks and Rec Report. V&K sent cost estimates for the Nature Park Trail. Current sport programs running are T-Ball, Coach Pitch and Blast Ball. Pool staff has met with the MVL Ambulance Service.

LMVAS Strategic Plan FY2019-FY2021. Report can be viewed at City Hall.

Reports of Mayor/Council/Administrator

City Administrator's Report. Staff will be interviewing associate planner candidates on Friday, June 22, 2018. The City was able to realize a small savings from ICAP and IMWCA insurance policies. The groundbreaking ceremony for the Lester Buresh family Community Wellness Center will take place on July 14, 2018

As there was no further business to attend to the meeting adjourned the time being 7:43 p.m., June 18, 2018.

Respectfully submitted,

Sue Ripke
City Clerk

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Thursday, June 28, 2018 2:34 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Pending Dram Shop

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

License #	License Status	Business Name
LC0041008	Pending Dram Shop	SI SENOR (100 Hwy 30 SE Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

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

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	July 2, 2018
AGENDA ITEM:	Resolution – Accepting Sidewalk Improvements
ACTION:	Motion

SYNOPSIS: The first round of sidewalk improvements in the NW quadrant are nearing completion. The final contract price for the sidewalk improvements completed by the city is \$28,954.65. Once the Associate Planner is on board, staff will begin work on the NE quadrant along with follow-up on any remaining non-compliant parcels in the NW quadrant.

BUDGET ITEM: Sidewalk Funding

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18

RESOLUTION #7-2-2018A

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE
2017 SIDEWALK IMPROVEMENTS PROJECT
WITH
JDM CONCRETE LLC.**

WHEREAS, on November 9, 2017 the City of Mt. Vernon entered into a contract with JDM Concrete, LLC. for construction of the 2017 Sidewalk Improvements Project, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as 2017 Sidewalk Improvements Project, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Engineer's report, and

WHEREAS, the contractor has completed all delivery and payment has been received.

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

Section 1. That letter recommending approval of said improvements from the V&K Engineering firm is hereby accepted as having been fully completed in accordance with said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$28,954.65.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$1,447.73 be released to JDM Concrete LLC. as shown in the attached pay application.

PASSED and ADOPTED this 2nd day of July, 2018.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk



VEENSTRA & KIMM, INC.

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

June 19, 2018

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

MOUNT VERNON, IOWA
2017 SIDEWALK IMPROVEMENTS
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$28,954.65. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

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

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

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Dave Schechinger', is written over a blue ink stamp.

Dave Schechinger
DRS:mmc
5131-020
Enclosure

CERTIFICATE OF COMPLETION

2017 SIDEWALK IMPROVEMENTS MOUNT VERNON, IOWA

June 1, 2018

We hereby certify that we have made an on-site review of the completed construction of the 2017 SIDEWALK IMPROVEMENTS under the Contract as performed by JDM Concrete LLC of Kalona, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Twenty-Eight Thousand Nine Hundred Fifty-Four and 65/100 Dollars (\$28,954.65).

VEENSTRA & KIMM, INC.

Accepted: **CITY OF MOUNT VERNON**

By  _____
Title Project Engineer
Date June 19, 2018

By _____
Title Mayor
Date _____

AGENDA ITEM # G – 2

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

DATE:	July 2, 2018
AGENDA ITEM:	Resolution – Ordering Construction
ACTION:	Motion

SYNOPSIS: A resident had requested that we delay this project by two weeks to avoid interfering with his sweetcorn business. After discussing the change with the school, it was determined that we could meet this request. With that being said, it pushed the entire schedule back two weeks and a new public hearing notice and bid notification needs to be adopted. Bids will now be received on July 10, 2018 and the public hearing held on July 16, 2018.

BUDGET ITEM: 2014 Streets

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Public Notice

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18

RESOLUTION #7-2-2018B

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, APPROVING PRELIMINARY PLANS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR FOR IMPROVEMENTS KNOWN AS THE 1ST STREET W CULVERT REPLACEMENT PROJECT

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 1st Street W Culvert Replacement Project, and has caused to be prepared preliminary plans, specifications and form of contract, together with estimate of cost, on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said preliminary plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

WHEREAS, before said preliminary plans, specifications, form of contract and estimate of cost may be adopted, and contract for the construction of the public improvements entered into, it is necessary, pursuant to Division VI of Chapter 384 of the Code of Iowa, to hold a public hearing and to advertise for bids,

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 1ST STREET W CULVERT REPLACEMENT PROJECT, in the manner set forth in the preliminary plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the Instructions to Bidders, said public improvements being more generally described as follows:

All labor, materials, and equipment necessary for the removal and replacement of the existing concrete box culvert including excavation, grading, culvert replacement and pavement removal and replacement as shown in the attached grading plan:

Section 2. That the amount of bid security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders approved as a part of said specifications; and,

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice to bidders once in the Sun Newspaper, a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City.

Publication shall be not less than four clear days nor more than twenty days prior to the July 16, 2018 meeting at the Mt. Vernon City Hall (213 First Street NW.), the date for receiving bids is hereby fixed as July 10, 2018. Said bids are to be filed prior to 2:00 p.m. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and as provided in the public notice and the results of said bids shall be considered at a meeting of this Council on July 16, 2018, at 6:30 p.m., at the Mt. Vernon City Hall (213 First Street NW.); and,

BE IT FURTHER RESOLVED, that the City Administrator is hereby designated as the authority to receive and open said bids on behalf of the City of Mt. Vernon, Iowa.

PASSED and ADOPTED this ____ day of July, 2018.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

NOTICE OF PUBLIC HEARING

1st STREET W. CULVERT REPLACEMENT PROJECT
MOUNT VERNON, IOWA

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 1st STREET W. CULVERT REPLACEMENT PROJECT, CITY OF MOUNT VERNON, IOWA

The Council of the City of Mount Vernon, in Linn County, Iowa, will meet at the City Hall in said Municipality, on the 16th day of July, 2018 at 6:30 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract and estimate of cost for the construction of the following improvements:

1st STREET W. CULVERT REPLACEMENT PROJECT

Replace the 1st Street W. culvert including all labor, materials, and equipment necessary for removal of approximately 70 SY of existing pavement, removal of 30 LF of 2.5'x3' reinforced box culvert with headwalls, construction of 48 LF of 44"x27" arch concrete pipe, 2 EA aprons, 1 EA SW-513 Intake; seeding; traffic control; and miscellaneous associated work including cleanup.

At said hearing, the Council will consider said plans and specifications, proposed form of contract and the estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed work, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or cost of such project made by any interested party.

Sealed proposals will be received by the City Clerk for the City of Mount Vernon, Iowa, at City Hall, 213 1st Street NW, Mount Vernon, Iowa 52314, until 2:00 p.m. on the 10th day of July, 2018 for the construction of the 1st Street W. Culvert Replacement Project, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at that time or at such later time and place as then may be fixed.

Published by the order of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA,

Jamie Hampton, Mayor

NH-2

51323

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JULY 2, 2018

PAYROLL	CLAIMS	83,412.77
EQUIPMENT MGMT COMPANY	EXTRICATION TOOLS-FD	19,311.00
TOTAL TREE CARE OF IOWA CITY	TREE/STUMP MAINT-RUT	11,800.00
WATCH GUARD	EQUIP-PD	6,441.00
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	5,021.96
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	4,788.42
ZOLL MEDICAL CORP	AED-FD	4,016.16
VEENSTRA & KIMM INC	WEST 1ST ST CULVERT REPLACEMENT	3,039.50
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	2,851.16
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	2,780.00
CARDIAC SCIENCE CORP	AED-PD	2,495.00
HAWKEYE READY MIX	PAVE ALLEY-RUT	2,350.00
BROWN SUPPLY COMPANY	HYDRANT EXTENSION-WAT	2,349.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	2,235.25
MPH INDUSTRIAL	RADAR, ANTENNA,MISC-PD	1,869.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,695.00
GARY'S FOODS	SUPPLIES-POOL	1,568.59
PACE SUPPLY	BLUEGRASS,JUMP START-RUT	1,479.80
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	1,115.00
ONE MISSION FUNDRAISING INC	T-SHIRTS-POOL	960.00
KINGS MATERIAL INC	BUNKER BLOCKS-RUT	959.17
KINGS MATERIAL INC	BUNKER BLOCKS-RUT	959.17
POLICEONE.COM ACADEMY	TRAINING-PD	946.00
TESSA MCEARCHERN	INTERN-MVHPC	900.00
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL	729.25
BARNYARD SCREEN PRINTER LLC	SUPPLIES-POOL	660.00
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	648.00
SAM'S CLUB #8162	SUPPLIES-POOL	554.79
EQUIPMENT MGMT COMPANY	EQUIP-PD	530.00
ROTO-ROOTER	CLEAN INLETS/STORM-WAT	525.00
CONNOR SMITH	INTERN-MVHPC	500.00
DIESEL TURBO SERVICES INC	VEHICLE-PW	488.04
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	426.17
USA BLUEBOOK	SUPPLIES-WAT	417.50
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	408.00
MIDWEST CURB GRINDING LLC	RAMP/SCHOOL CROSSING,5TH AVE	400.00
DIESEL TURBO SERVICES INC	HOSES/BACKHOE-PW	359.43
STAPLES	SUPPLIES	341.07
KIEFER & ASSOCIATES	LIFE VESTS,FANNY PACKS-POOL	329.15
BAUMAN AND COMPANY	UNIFORMS-PW	321.85
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	264.30
MEDIACOM	PHONE/INTERNET-P&A	256.18
MEDIACOM	PHONE/INTERNET-PD	256.18
BAUER BUILT TIRE	TIRE MOUNT/DISMT-RUT	205.25
BARNYARD SCREEN PRINTER	BAGS,T-SHIRTS-P&REC	201.00
JULIO GALVAN	MOW LAWN/824 SUMMIT AVE SW	200.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	192.72
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	192.00
OFFICE EXPRESS	PAPER,MARKERS-ALL DEPTS	186.92
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	176.68
TRAF O TERIA SYSTEM	YELLOW ENVELOPES-PD	163.43
GALLS INC	UNIFORMS-PD	119.04
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	106.60
DANIEL DAUBS	FITNESS MEMBERSHIP-PD	100.00
VIRGINIA ROUDABUSH	ROOM RENTAL REFUND-P&A	100.00
WENDLING QUARRIES	LIME-RUT	90.75
BROWN SUPPLY COMPANY	GUAGE-WAT	65.00
MOUNT VERNON PHARMACY	SUPPLIES-POOL	61.78

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JULY 2, 2018

FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
CENTURY LINK	PHONE/INTERNET-PD	51.31
GALLS INC	UNIFORMS-PD	51.23
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	45.00
MOORE MEDICAL CORP.	MEDICAL SUPPLIES-FD	41.69
MERIDITH HOFFMAN	MILEAGE-P&A	39.24
GALLS INC	UNIFORMS-PD	27.26
WENDLING QUARRIES	LIME-RUT	23.35
JACALYN NEWMAN	FRUIT ART CLASS REFUND-P&REC	23.00
UNIVERSITY OF IOWA	TRAINING-FD	20.00
AYDAN SCHULTZ	REFEREE-P&REC	20.00
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	20.00
LYNCH FORD	VEHICLE MAINT-FD	16.99
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	3.70
	TOTAL	176,421.80

AGENDA ITEM # J – 2

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

DATE:	July 2, 2018
AGENDA ITEM:	Skid-Loader Purchase
ACTION:	Motion

SYNOPSIS: Staff had budgeted for \$55,000 to replace one of the existing skid loaders in FY 19. The attached quote is for \$32,423.72, which includes a trade in of our existing machine for \$14,000. Staff is working with Bobcat on a new program that would allow the City to trade in our unit annually. We are still running the numbers on this program and will present our findings during the budget session. If you would like, Nick will be able to provide more information at the Council meeting.

BUDGET ITEM: Included in Operational Budgets

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Report

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18



Bobcat

Product Quotation

Quotation Number: HMM-09460v4

Date: 2018-06-25 15:40:54

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF MT VERNON 270986 213 1ST ST WEST 319-895-8742 MT VERNON, IA 52314	Bobcat of Cedar Rapids, Cedar Rapids, IA 1925 BLAIRS FERRY ROAD NE CEDAR RAPIDS IA 52402-5811 Phone: (319) 393-2820 Fax: (319) 393-3517	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
S740 T4 Bobcat Skid-Steer Loader 74 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights	M0275	1	\$36,321.60	\$36,321.60
	Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab <ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
	Tires: 12-16.5 12 PR Bobcat Heavy Duty Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
A91 Option Package Cab enclosure with Heat and AC High Flow Hydraulics Sound Reduction Hydraulic Bucket Positioning Power Bob-Tach Deluxe Instrument Panel Keyless Start	M0275-P01-A91	1	\$6,856.50	\$6,856.50
	Two Speed Travel with SAPR Parking Brake 3-Point Belt Attachment Control Kit Cab Accessories Package			
Selectable Joystick Controls (SJC)	M0275-R01-C04	1	\$661.50	\$661.50
Heated Air Ride Suspension Seat - Cloth	M0275-R05-C12	1	\$305.20	\$305.20
Severe Duty Tires	M0275-R09-C04	1	\$588.00	\$588.00
Radio	M0275-R26-C02	1	\$291.90	\$291.90
Telematics US	M0275-R51-C02	1	\$0.00	\$0.00
Side Light Kit	7256348	1	\$299.00	\$299.00
Strobe Light Kit, Amber	7129301	1	\$225.78	\$225.78
74" C/I Bucket	6731409	1	\$818.52	\$818.52
— Bolt-On Cutting Edge, 74"	6718007	1	\$182.62	\$182.62

Total of Items Quoted	\$46,550.62
Dealer Assembly Charges	\$165.00
Trade-in trade of a S300 3500 hours	(\$14,000.00)
Quote Total - US dollars	\$32,715.62

CITY OF MOUNT VERNON PUBLIC WORKS
SPECIFICATIONS FOR
1 NEW SKID STEER/LOADER
PAGE 3

**SPECIFICATION SHEET TO BE FILLED IN BY BIDDER FOR UNITS BID ON AND
SUBMITTED WITH BID**

Information on specs can be obtained by contacting Nick Nissen at the Public Works Shop, Mount Vernon,
Iowa.
Phone 319-895-8742.

Make: *John Deere*

Model: *330G*

NOTE: Please list any and all deviations from specifications below

Model change per Nick Nissen from 324E to 330G

PURCHASE PRICE: \$ *51,223.⁰⁵*

Less trade: \$ *15,821.¹⁶*

2008 Bobcat S300
VIN# A5GP20540
Engine- Diesel 4 cylinder
Hours - 3500 as of March 19, 2018

NET DIFFERENCE: \$ *35,401.⁸⁹*

Delivery Date: *FDD at time of order.*

Address: *787 Wilcox Rd. Mt. Vernon*

Signed: *Bruce Wahlen*

Firm: *P+K Midwest*

Date: *5/30/18*



JOHN DEERE

Quote Summary

Prepared For:
City Of Mt Vernon
213 1st St Nw
Mount Vernon, IA 52314
Business: 319-895-8742

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

Quote Id: 17485201
Created On: 25 May 2018
Last Modified On: 30 May 2018
Expiration Date: 25 June 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 330G SKID STEER	\$ 49,806.67 X	1 =	\$ 49,806.67
JOHN DEERE 60 IN. FRAME AND 48" FORKS RATED 6200 LBS	\$ 1,416.38 X	1 =	\$ 1,416.38

Equipment Total **\$ 51,223.05**

Trade In Summary	Qty	Each	Extended
2008 BOBCAT S300	1	\$ 15,821.16	\$ 15,821.16
PayOff			\$ 0.00
Total Trade Allowance			\$ 15,821.16

Trade In Total **\$ 15,821.16**

Quote Summary	
Equipment Total	\$ 51,223.05
Trade In	\$ (15,821.16)
SubTotal	\$ 35,401.89
Est. Service Agreement Tax	\$ 0.00
Total	\$ 35,401.89
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 35,401.89

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 17485201

Customer: CITY OF MT VERNON

JOHN DEERE 330G SKID STEER

Hours:

Stock Number:

				Selling Price
				\$ 49,806.67
Code	Description	Qty	Unit	Extended
OBC0T	330G SKID STEER	1	\$ 54,170.00	\$ 54,170.00
Standard Options - Per Unit				
0821	Deluxe Cab Package With ISO-H Switchable Controls and EH Joystick Performance Package	1	\$ -1,475.00	\$ -1,475.00
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1	\$ 1,035.00	\$ 1,035.00
1301	Engine - Turbocharged	1	\$ 2,847.00	\$ 2,847.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
1741	Less JDLink	1	\$ 0.00	\$ 0.00
2450	14x17.5 14 PR Galaxy Hulk	1	\$ 3,865.00	\$ 3,865.00
3000	Standard Hydraulics	1	\$ 0.00	\$ 0.00
3100	Ride Control	1	\$ 1,250.00	\$ 1,250.00
4003	3-Inch Seat Belt with Shoulder Harness	1	\$ 279.00	\$ 279.00
5001	Power Quik-Tatch	1	\$ 724.00	\$ 724.00
5204	Cab Enclosure with Air-Conditioning, Heat and Defrost	1	\$ 4,473.00	\$ 4,473.00
5550	Deluxe Lighting Package	1	\$ 900.00	\$ 900.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 625.00	\$ 625.00
6500	Standard Fan Drive	1	\$ 0.00	\$ 0.00
8042	Rear View Camera	1	\$ 850.00	\$ 850.00
8342	Radio, AM/FM with Bluetooth	1	\$ 600.00	\$ 600.00
8380	Foot Rest with Floormat	1	\$ 144.00	\$ 144.00
Standard Options Total				\$ 16,117.00
Dealer Attachments				
AT322310	78 in. HD Construction Bucket (19.4 cu. ft.) with Edge	1	\$ 1,339.00	\$ 1,339.00
BYT10048	Beacon Warning Light	1	\$ 320.00	\$ 320.00
AT417736	Bobcat Attachment Harness Adapter Kit	1	\$ 344.00	\$ 344.00
Dealer Attachments Total				\$ 2,003.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 192.50	\$ 192.50
	Setup	1	\$ 300.00	\$ 300.00
Other Charges Total				\$ 492.50



JOHN DEERE

Selling Equipment

Quote Id: 17485201

Customer: CITY OF MT VERNON

Suggested Price		\$ 72,782.50
Customer Discounts		
Customer Discounts Total	\$ -22,975.83	\$ -22,975.83
Total Selling Price		\$ 49,806.67

JOHN DEERE 60 IN. FRAME AND 48" FORKS RATED 6200 LBS

Hours:

Stock Number:

Code	Description	Qty	Unit	Selling Price Extended
03K1T	60 IN. FRAME AND 48" FORKS RATED 6200 LBS	1	\$ 1,309.00	\$ 1,309.00
Other Charges				
	Freight	1	\$ 161.36	\$ 161.36
	Other Charges Total			\$ 161.36
	Suggested Price			\$ 1,470.36
Customer Discounts				
	Customer Discounts Total		\$ -53.98	\$ -53.98
Total Selling Price				\$ 1,416.38

CITY OF MOUNT VERNON PUBLIC WORKS
SPECIFICATIONS FOR
1 NEW SKID STEER/LOADER
PAGE 3

**SPECIFICATION SHEET TO BE FILLED IN BY BIDDER FOR UNITS BID ON AND
SUBMITTED WITH BID**

Information on specs can be obtained by contacting Nick Nissen at the Public Works Shop, Mount Vernon,
Iowa.
Phone 319-895-8742.

Make: Case

Model: SV340

NOTE: Please list any and all deviations from specifications below

extra \$2500 if wanting tires like tipton
Size Bigger than S1280

PURCHASE PRICE: \$ 65,119⁶⁵

Less trade: \$ 19,600

2008 Bobcat S300
VIN# A5GP20540
Engine- Diesel 4 cylinder
Hours - 3500 as of March 19, 2018

NET DIFFERENCE: \$ 45,514⁶⁵

Delivery Date: June 22nd

Address: 4250 Grain Lane Center Point, IA 52213

Signed: [Signature]

Firm: Titon Machinery

Date: May 31

Titan Machinery
 1901 16th Ave SW
 Cedar Rapids, IA 52404
 319-399-1033

QUOTE

Customer: City of Mt Vernon

Address:

No. _____

Page 1 of _____

Attn: Nick

Date 05/15/18

ordered unit

QTY	2018	PRODUCT ID.	PRICE
1	SV 340 cab heat AC EH Controls		50,985.00
	84 " bucket BOE , Aux hyd High flow hyd		
	aux electric plug in, air seat . Heated		
	12.5 16.5 HD tires extra counterweight		
	4 corner strobe lights road light kit		
	Radio, ride control, 2 speed		
	I need to talk with you about your tires we did		
	not show the ones you asked for		
	The ones like Tipton have are \$2100 more Add to		
	price .		
	2 year full warr STD NC		

	COMMENTS / TRADE	Serial Number	PRICE
	less trade		
Terms:	Cash Contract Rental Leas	Balance:	
		Sales Tax:	NA

total

Titan Machinery
 4250 Grain Lane
 Center Point , Iowa 52213
 Quoting Dealer

 Tom Michel
 Field Marketer

Customer Signature

2/25/2016

Date: _____

Titan Machinery
 1901 16th Ave SW
 Cedar Rapids, IA 52404
 319-399-1033

QUOTE

Customer: City of Mt Vernon

Address: _____

No. _____

Page 1 of _____

Attn: Nick
 ordered unit

Date 05/03/18

QTY	2018	PRODUCT ID.	PRICE
1	SV280 cab heat AC Hyd coupler		43,980.00
	84 " bucket BOE , Aux hyd High flow hyd		
	aux electric plug in, air seat . Heated		
	12.5 16.5 HD tires extra counterweight		
	4 corner strobe lights road light kit		
	Radio, ride control, 2 speed		
	I need to talk with you about your tires we did		
	nbot show the brand you want		
	The ones like Tipton have are \$2100 more Add to		
	price .		
	2 year full warr STD NC		

	COMMENTS / TRADE	Serial Number	PRICE
	less trade		
Terms:	Cash Contract Rental Leas	Balance:	
		Sales Tax:	NA

total

Titan Machinery
 4250 Grain Lane
 Center Point , Iowa 52213
 Quoting Dealer

____ Tom Michel
 Field Marketer

Customer Signature

2/25/2016

Date: _____

AGENDA ITEM # J – 3

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

DATE:	July 2, 2018
AGENDA ITEM:	Pay Estimate #2
ACTION:	Motion

SYNOPSIS: This is the final pay estimate from JDM Concrete LLC for the 2017 Sidewalk Improvements. The current amount due of \$1,835.40, includes just over \$300 for remaining work and \$1,447.73 in retainage.

BUDGET ITEM: Sidewalk Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Estimate and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18



VEENSTRA & KIMM, INC.

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

June 19, 2018

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

MOUNT VERNON, IOWA
2017 SIDEWALK IMPROVEMENTS
PARTIAL PAY ESTIMATE NO. 2

Enclosed is one copy of Partial Payment Estimate No. 2 for work completed from January 1, 2018 to May 30, 2018 under the contract between the City of Mount Vernon and JDM Concrete LLC.

We have reviewed the estimate and recommend payment to JDM Concrete LLC in the amount of \$1,835.40.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 2 to JDM Concrete LLC for signature and return to the City of Mount Vernon.

Please sign all copies of the partial payment estimates forwarded to you by JDM Concrete LLC in the spaces provided and return one signed copy to our office and one copy JDM Concrete LLC with payment.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Dave Schechinger', is written over a blue ink stamp that contains the name 'Dave Schechinger'.

Dave Schechinger
DRS:mmc
5131-020
Enclosure



June 19, 2018

PAY ESTIMATE NO. 2
2017 SIDEWALK IMPROVEMENTS
MOUNT VERNON, IOWA

JDM Concrete LLC
1776 480th Street SW
Kalona, IA 52247

Contract Amount \$25,819.00
Contract Date November 9, 2017
Pay Period Jan. 1, 2018 - May 30, 2018

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Sidewalk, 4" PCC, Removal & Rep	SF	2,342	\$ 7.00	\$ 16,394.00	2,665.7	\$ 18,659.90
1.2	Sidewalk, 6" PCC, Removal & Rep	SF	1,110	\$ 7.50	\$ 8,325.00	1,229.3	\$ 9,219.75
1.3	Sidewalk Grinding	Ea.	44	\$ 25.00	\$ 1,100.00	43	\$ 1,075.00
Contract Price:					\$ 25,819.00		\$ 28,954.65

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 25,819.00	\$ 28,954.65
Approved Change Order (list each)		
Revised Contract Price	\$ 25,819.00	\$ 28,954.65

Stored
 Total Earned \$ 28,954.65
 Retainage (5%) \$ 1,447.73
 Total Earned Less Retainage \$ 27,506.92

Total Previously Approved (list each)	Pay Estimate No. 1	
	\$ 25,671.52	

Total Previously Approved \$ 25,671.52
 Amount Due This Request \$ 1,835.40

Percent Complete 100%

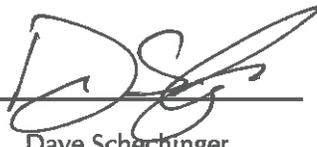
The amount \$1,835.40 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
JDM Concrete LLC

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

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

Signature: 
Name: Dave Schechinger
Title: Engineer
Date: June 19, 2018

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

AGENDA ITEM # J - 4

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

DATE:	July 2, 2018
AGENDA ITEM:	Trimble Purchase
ACTION:	Motion

SYNOPSIS: City staff would like to purchase a Trimble R2 Sub-Foot Rover and supporting equipment to enhance our local GIS system. The quote provided is for the Trimble unit and various accessories for just under \$7,000. The City will also be working with U.S. Cellular on a tablet purchase that will be dedicated to this unit. The overall total for the project will fall between \$7,500 and \$8,000. This expense will be divided amongst the enterprise funds operating budgets.

BUDGET ITEM: Operations

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18



Sales Quotation

City of Mt. Vernon, IA
 Alex Volkov
 avolkov@cityofmtvernon-ia.gov
 (319) 270-0459
 213 First Street NW
 Mount Vernon, IA 52314

Date Issued: 05/10/2018
 Quote Expiration: 06/09/2018
 Quote Number: 00040799

Qty	Part Number	Product Description	Unit Price	Subtotal
1.00	R2-001-12	 <p>Trimble R2 Sub-Foot Rover Included in pack out box: Sub-foot accurate Trimble R2 rover with GPS /GLONASS /Galileo /BeiDou, 2 batteries (PN 92600), Dual Battery Charger, USB cable (74408-00-SUR), Quick Start Guide. Note: The Dual Battery Charger is included, <i>not</i> the power supply / power cord. You will need to order a Power Supply and Power Cord for the Dual Battery Charger (p/n 101071-00-XX) for your region. <i>Compatible with ESRI's Collector app.</i></p>	\$5,700.00	\$5,700.00
1.00	101071-00-01	Trimble R2 Accessory - Power Supply and Power Cord for Dual Battery Charger (North America)	\$95.00	\$95.00
1.00	106170-00	Trimble R2 Accessory – Custom Rugged Transport Case (Single Receiver)	\$450.00	\$450.00
1.00	47289-71	<p>1 year Hardware Warranty extension Adds one year to the factory warranty of newly purchased Trimble hardware. Covers parts and labor for any covered warranty repair. What the Hardware Warranty Extension Covers: - Costs of repair of defective equipment. This refers to labor and parts cost. Trimble will replace or repair, in its sole discretion, parts of the serialized components that prove to be defective. What the Hardware Warranty Extension Does Not Cover: - Abuse or incorrect usage of system - Replacement of consumable parts such as cables, user accessible batteries or accessories. - Cost reimbursement for the delivery and/or installation of any product upgrades that are released during the warranty period. - Any hardware modifications which might be required for a new firmware or OS version.</p>	\$325.00	\$325.00

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 www.seilergeo.com



Sales Quotation

1.00	SI-DISC-MGIS	SEILER MGIS PRODUCT DISCOUNT	\$-250.00	\$-250.00
1.00	100945	X-grip Pole Mount for (? Size) smart device Consists of 3 parts. RAM Mount X-grip Device cradle; double socket arm; and 1.25" OD pole claw. It is important to verify the dimensions of your smart device WITH a case/sleeve/skin when determining the overall size. The cradle expands and contracts to fit <i>xxx (cell size up to 10" tablet)</i> Cradle dimensions : - Minimum Width = - Maximum Width = - Depth = 0.875"	\$100-200	Size TBD
Note: City is working with ArcGIS / ERSI Collector via Ethan H and Midland GIS				
This is not an invoice: Applicable sales tax will apply			Total	\$6,9xx.00

Please contact us:

Gale Shea
 9755 Airways Court
 Franklin, WI 53132
 Phone/Cell: (262) 212-0911
gshea@seilerinst.com

Your signature below acknowledges acceptance of terms and conditions of this quote: **00040799**. Please sign and return via fax to: (636) 923-2650 or return via email to: gshea@seilerinst.com

Signed: _____

Date: _____

Name: _____

Title: _____

Terms: Net 30 Days

Net 30 upon approved credit. Major credit cards accepted and financing options available.

"This sale, service, or rental is exclusively subject to and governed by the Terms and Conditions of Sale referred to in the related quotation and at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated by reference."

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AGENDA ITEM # J – 5

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

DATE:	July 2, 2018
AGENDA ITEM:	Lexipol Policy Management
ACTION:	Motion

SYNOPSIS: Please see the attached information from Chief Shannon.

BUDGET ITEM: PD Operating

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Memo and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18

Memo

To: Mayor & Council
From: Chief Doug Shannon
CC: Chris Nosbisch
Date: 6/27/2018
Re: Lexipol – Policy Management System

One top priority for me as Chief of Police has been to review and update our Department Policy & Procedures. I began working on reviewing the policy manual in 2016 to determine which policies need to be updated, removed, or added. Over the past two years, I have worked on this project as time has allowed. The time available to dedicate to this project has been insufficient to meet the needs of the department and provide proper risk management to the City.

In researching different policy development and management methods, I believe that Lexipol offers a complete system including: legal research, policy development, local review/modification, training, and verification of understanding by the officers.

Police Department Policy and Procedures are the method in which all operations of the department are developed and carried out. These policies are generally one of the first things reviewed when litigation is being considered against the Officer, Department, and the City. There have been several Supreme Court decisions (US & Iowa) that impact department policies. Lexipol continually monitors court decisions and makes recommendations to agencies when a court decision impacts a policy, allowing agencies to ensure policies remain current and legally sound.

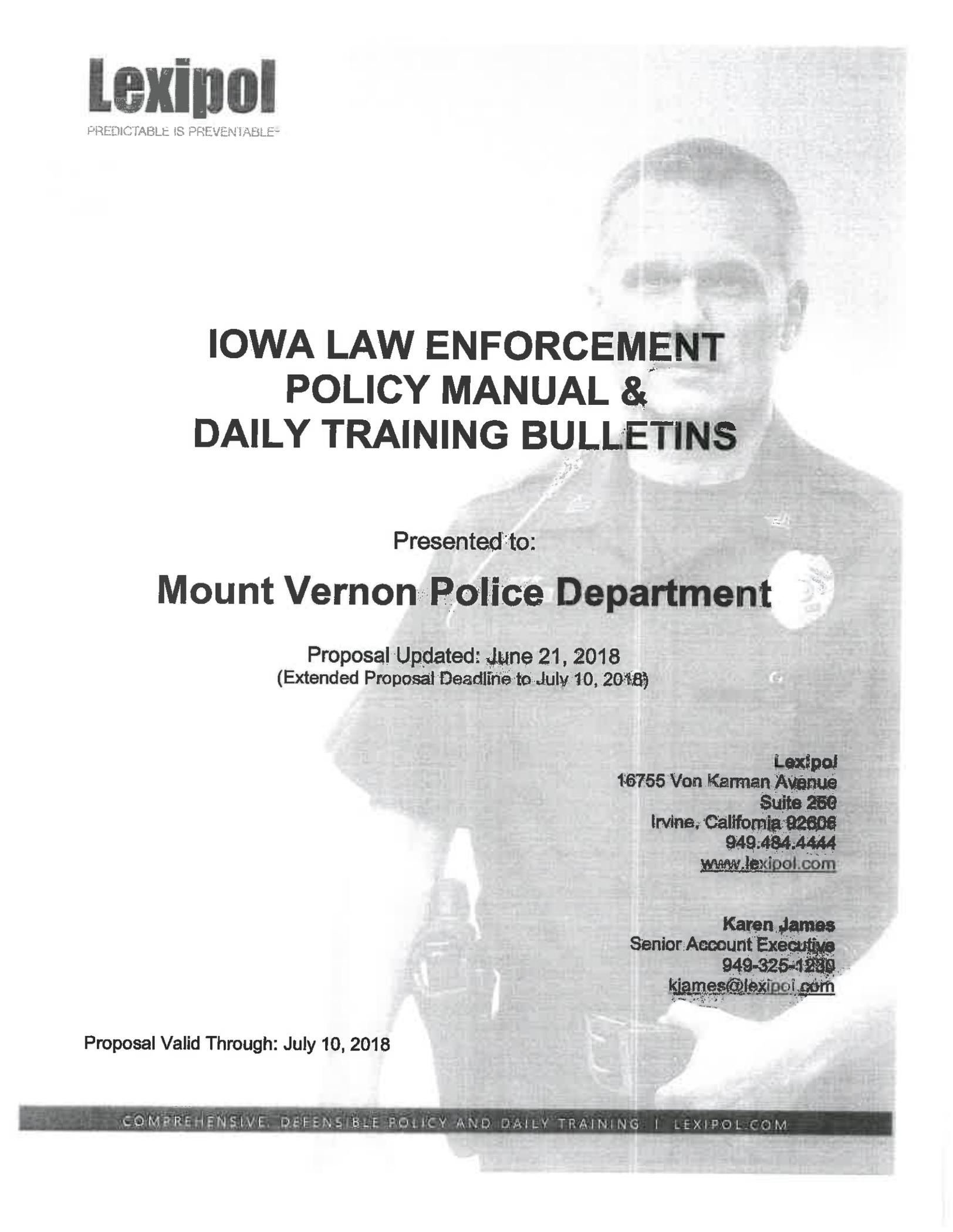
Attached is a proposal from Lexipol, detailing their services to the City of Mount Vernon, and annual cost for the service. I respectfully request consideration and approval of this proposal.

Sincerely,



Doug Shannon

Chief of Police



Lexipol

PREDICTABLE IS PREVENTABLE™

IOWA LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

Mount Vernon Police Department

Proposal Updated: June 21, 2018
(Extended Proposal Deadline to July 10, 2018)

Lexipol
16755 Von Karman Avenue
Suite 250
Irvine, California 92606
949.484.4444
www.lexipol.com

Karen James
Senior Account Executive
949-325-1200
kjames@lexipol.com

Proposal Valid Through: July 10, 2018



June 21, 2018

Chief Doug Shannon
Mount Vernon Police Department
213 1st Street NW
Mount Vernon, Iowa 52314

Dear Chief Shannon,

Thank you for the opportunity to propose our Law Enforcement Policy Manual and integrated Daily Training Bulletin service to your department. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk, avoid litigation and focus more resources on proactive policing.

Lexipol's cost-effective model and easy-to-use web-based tools provide your Mount Vernon with:

- Policies that reflect up-to-date, applicable industry standards and best practices
- Content specific to the laws and practices of Iowa
- Daily scenario-based training that reinforces your Mount Vernon's policies
- Timely updates in response to new legislation and case law

Vetted by a team of attorneys specializing in public safety law, our content is used by more than 3,000 public safety agencies nationwide. As a Lexipol client, you will always have access to a current policy manual that reflects your Mount Vernon's values and policing philosophy, and the peace of mind that comes from knowing your Mount Vernon is protected.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Karen James

Karen James
Senior Account Executive



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PROPOSAL FOR LAW ENFORCEMENT POLICY MANUAL

PRESENTED TO: Mount Vernon Police Department DATE: 6-21-18

Pricing is based on No. of Authorized Sworn Officers: 6 FT + 6 PT sworn

Lexipol Annual Subscription Service	Term	Price
Annual Subscription:		
LE Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service	Annual	\$5,081
Courtesy Subscription Discount - 20%	Year 1 Only	(\$808)
Annual Subscription		\$5,081
Subscription Total Due - Year 1		\$4,273

Implementation Support (Optional)	Term	Price
Standard Cross-Reference <i>(Based on up to 200 pages in current manual)</i> Analysis of agency existing policies and procedures, to identify content similar and unique to Lexipol's Iowa master content. Annotations and tips on where to integrate agency-unique content into Lexipol master content. See Scope of Work for details.	One-time fee	\$1,980
Courtesy Implementation Discount - 30%	One-time	(\$594)
Implementation		\$1,386

Total Start-up	Term	Price
Subscription Total Due - Year 1	Annual	\$4,273
Implementation -Standard Cross-Reference	One-time fee	\$1,386
Total Start-up	Year 1	\$5,659

*Discounts extended as courtesy for ICAP member. Discount is not recurring or affiliated with any other agreement or partnership.

SCOPE OF SERVICES:

Law Enforcement Policy Manual & Daily Training Bulletins

- Compliant with state and federal laws and regulations
- Customized to reflect your Mount Vernon's terminology and structure
- Scenario-based daily training ties policy to real-world applications
- Each DTB includes a test question that reinforces policy comprehension
- Officers can complete DTBs via computers or iOS and Android mobile devices
- DTB completion and policy acknowledgement reports available by officer, topic or policy

Policy Updates

- Delivered in response to new legislation, case law and evolving best practices
- Changes are presented in mark-up form and side-by-side comparison against existing policy
- Your Mount Vernon can accept, reject or customize each update

Web-Based Delivery Platform & Mobile App (Knowledge Management System)

Included with every subscription, this state-of-the-art web-based platform features:

- Ability to edit and customize content to reflect your Mount Vernon's mission and philosophy
- Efficient distribution of policies to staff
- Automated tracking and reporting of policy acknowledgement and completion of training by all staff
- Archival and easy retrieval of all versions of policy manual
- Mobile app that provides in-the-field access to policy and training materials

Supplemental Manual

- Electronically links department-specific procedural content to your policy manual
- Automated tools help ensure consistency between policy and procedure material
- Perfect for standard operating guidelines/procedures, general orders or field guides

Accreditation Tools

- Ability to integrate accreditation standards (e.g., CALEA) content into the Mount Vernon's policies
- Tracking and reporting tools that facilitate audits and assessments

Customer Assistance & Support

- Training on the Lexipol web-based delivery platform
- Direct Collaboration Assistance provides eight hours of individualized web-based sessions (to be scheduled within first 30 days of subscription service) to give your Mount Vernon administrator initial training to progress successfully and independently with the work plan
- Dedicated Account Management representatives provide continual support via phone and email

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's Iowa master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips on agency-unique content and where/how to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report



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AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Mount Vernon Police Department
Agency's Address: 213 1st Street NW
Mount Vernon, Iowa 52314
Attention: Chief Doug Shannon

Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918
Attention: Karen James

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Pricing is based on No. of Authorized Sworn Officers: 6 FT + 6 PT sworn

Lexipol Annual Subscription Service	Term	Price
Annual Subscription:		
LE Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service	Annual	\$5,081
Courtesy Subscription Discount - 20%	Year 1 Only	(\$808)
Annual Subscription		\$5,081
Subscription Total Due - Year 1		\$4,273

Implementation Support (Optional)	Term	Price
Standard Cross-Reference <i>(Based on up to 200 pages in current manual)</i> Analysis of agency existing policies and procedures, to identify content similar and unique to Lexipol's Iowa master content. Annotations and tips on where to integrate agency-unique content into Lexipol master content. See Scope of Work for details.	One-time fee	\$1,980
Courtesy Implementation Discount - 30%	One-time	(\$594)
Implementation		\$1,386

Total Start-up	Term	Price
Subscription Total Due - Year 1	Annual	\$4,273
Implementation -Standard Cross-Reference	One-time fee	\$1,386
Total Start-up	Year 1	\$5,659

*Discounts extended as courtesy for ICAP member. Discount is not recurring or affiliated with any other agreement or partnership.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the **Effective Date** and "**Contract Year**" means each twelve-month period commencing on each anniversary of the **Effective Date**, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply

whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

AGENDA ITEM # J – 6

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

DATE:	July 2, 2018
AGENDA ITEM:	Associate Planner
ACTION:	None

SYNOPSIS: This is an FYI for the Council as staff has extended an employment offer to Heather Flynn for the Associate Planner position. Her starting salary will be \$40,000 and she is expected to start the week of August 6, 2018. Heather has worked as a planner and planning intern in Colorado. She also brings a fairly strong background in GIS.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE:	July 2, 2018
AGENDA ITEM:	Water/Sewer Bill Reduction
ACTION:	None

SYNOPSIS: I have attached an ordinance that was prepared by the City Attorney for your review. Staff would like to receive initial feedback from the Council to ensure we are moving in the right direction. Some of the highlights of the ordinance are the mechanical failure requirement, the bill must exceed 150% of the normal monthly amount, and allows for a 25% reduction in water and sewer bills.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Proposed Ordinance

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/28/18

ORDINANCE NO. _____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MOUNT VERNON, IOWA,
BY ADDING A NEW SUBSECTION "REDUCTION IN BILLS FOR WATER AND SEWER SERVICE"

WHEREAS, The City of Mount Vernon, Iowa desires to provide a mechanism for customers of its Water Service System a mechanism to have their water service bills reduced where excessive use is the result of a mechanical failure in the customer's plumbing system.

BE IT ENACTED by the City Council of the City of Mount Vernon, Iowa:

The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by removing subsection 92.04(4) and adding a new subsection in Chapter 92, numbered 92.11, entitled "REDUCTION IN BILLS FOR WATER AND SEWER SERVICE", which is hereby adopted to read as follows:

1. A reduction in the water and sewer portion of a customer's utility bill shall be granted only on the following terms and conditions:
 - A. Extraordinary water and sewer usage which results in a utility bill for which a reduction is sought must stem from mechanical failure which is not caused by the customer or an occupant of the affected property.
 - B. The mechanical failure must be repaired by the customer within fourteen (14) days of its discovery or receipt of notification by the City of the extraordinary usage, whichever is earlier.
 - C. No adjustment shall be made unless the water consumed in the month of extraordinary use exceeds 150% the customer's average monthly usage. Average monthly usage for the purposes of this section shall be calculated utilizing a one year rolling average of the volume of water used by the customer.
 - D. Any reduction shall be limited to the three monthly billing periods preceding the date that the repairs are made to the customer's plumbing system.
 - E. All requests for an adjustment must be made on a form provided by the City with required attachments and presented to the City Clerk within fourteen (14) days after the completion of repairs. The City Administrator shall grant or deny the application for reduction and notify the customer by ordinary mail of this decision and the amount owed. The customer may appeal the Administrator's decision to the City Council by written request mailed or delivered to the City Clerk within 10 days of the date of the Administrator's notice to the customer. The appeal will be placed on the City Council's agenda as soon as practical and the City Clerk shall notify the customer by ordinary mail of the date of hearing at least, five (5) days prior to the date of the hearing.
2. In the event that the customer demonstrates qualification for a reduction in the customer's utility charges under the foregoing guidelines, and is granted a reduction by the City Administrator or the City Council on appeal, then water and sewer portion the monthly utility bill for which reduction is sought shall be reduced by 25% with such reduction being provided to the customer as a credit toward the customer's next monthly bill issued after City Administrator or City Council's decision.

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
July 2, 2018**

- Just a quick reminder that City Hall will be closed on Wednesday, July 4, 2018. Garbage service will be delayed by one day, so Wednesday will be picked up on Thursday and Thursday will be picked up on Friday.
- The ceremonial groundbreaking celebration will begin at 10 a.m. on Saturday, July 14, 2018. Flyers for the event will be going out to residents no later than July 3, 2018.
- I will be attending the Iowa City Managers Conference July 11-13 in Altoona. The agenda and council packet will be completed before I leave on Wednesday, July 11, 2018.
- The next by-pass steering committee meeting has been set for 6 p.m., Wednesday, July 25, 2018.