

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:	June 5, 2017 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	June 2, 2017

Mayor:	Jamie Hampton	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Marty Christensen	City Attorney:	Robert Hatala
Councilperson:	Paul Tuerler	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 – May 15, 2017 Regular Council Meeting
2. Approval of Liquor License – Si Senior
3. Approval of Liquor License – Heritage Days

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. Ordinance #5-1-2017A: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City
 - i. Motion to approve second reading and proceed with third and final reading - (Council may suspend rules and proceed to the final reading after a vote of first reading)
2. Ordinance #5-1-2017B: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City

- i. Motion to approve second reading and proceed with third and final reading -
(Council may suspend rules and proceed to the final reading after a vote of first reading)

G. Resolutions for Approval

1. Resolution #6-5-2017: Approving Fiscal Year 2017 Year End Transfers

H. Mayoral Proclamation

1. None

I. Old Business

1. Motion to Appoint Brenda Langenberg, Trude Elliott, Kevin Driscoll, Scott Peterson, Loren Hartelt, Marty Christensen, Meridith Hoffman, Justin Dix, and Denise Brannaman – Housing Commission (*tabled at the May 15 Council meeting – Motion to remove from table will need to be made prior to discussion*)

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of a Request by Biggs Barbeque to Close City Parking for a Special Event - Council Action as Needed
3. Discussion and Consideration of the Tree Removal Project –Council Action as Needed
4. Discussion and Consideration of Heritage Days Fireworks Application – Council Action as Needed
5. Discussion and Consideration of Repair or Replacement of Twin Creeks Lift Station Fairbanks Morse 25 HP Pump – Council Action as Needed
6. Discussion and Consideration of Electric Car Charging Station – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Annexation/Two Mile Subdivision Review

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 May 15, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Wieseler, Tuerler, Christensen and Rose. Absent: Mayor Paul Tuerler.

Call to Order. Mayor ProTem Christensen call the meeting to order at 6:32 p.m.

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

Consent Agenda. Tuerler made a motion to amend the Consent Agenda to table item #4 to allow the mayor to consider the current appointments and other applicants, seconded by Wieseler. Carried all. Rose motioned to approve Consent Agenda items 1-3 as presented, seconded by Wieseler. Carried all.
Approval of City Council Minutes – May 1, 2017 Regular Council Meeting
Approval of Liquor License – Chameleons Pub and Grill
Appoint Wade Squiers – Zoning Board of Adjustment
Appoint Brenda Langenberg, Trude Elliott, Kevin Driscoll, Scott Peterson, Loren Hartelt, Marty Christensen, Meridith Hoffman, Justin Dix, and Denise Brannaman – Housing Commission

Public Hearing

Public Hearing to Approve Amendment #2 to the Fiscal Year 2017 Budget. Council was asked to approve an amendment to three budget items; \$24,000.00 to Park and Recreation for salaries. The FY17 budget was already approved before the City created an escalating pay scale for seasonal employees. This resulted in additional labor costs at the pool. The remaining \$7,000.00 includes \$4,500.00 for the solar upgrade to the emergency siren and \$2,500.00 for building and inspection services to Linn County. Mayor ProTem Christensen declared the public hearing open.

Close Public Hearing – Proceed to G-1. As there were no comments from the public Mayor ProTem Christensen declared the public hearing closed.

Ordinance Approval/Amendment

Ordinance #5-1-2017A: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City

Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading) – tabled at the May 1, 2017 meeting, a motion to remove the ordinance from the table is necessary for discussion. Motion to remove Ordinance #5-1-2017A from the table and open it for discussion made by Rose, seconded by Tuerler. Carried all. At the previous council meeting City Administrator Chris Nosbisch pointed out a few differences between the old and new ordinances. The amended ordinances have been supplied to the City, staff has reviewed and agreed with the new easement language. The statement requiring the City to purchase an easement for Alliant should it neglect to maintain an easement during the vacation process has been removed although it still requires the City to maintain an easement on vacated property if utilities are present in the ROW. Motion to approve the first reading of Ordinance #5-1-2017A made by Tuerler, seconded by Roudabush. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, and Rose. Nays: none.

Ordinance #5-1-2017B: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City

Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading) - tabled at the May 1, 2017 meeting, a motion to remove the ordinance from the table is necessary for discussion. Motion to remove Ordinance #5-1-2017B from the table made by Tuerler, seconded by Christensen. Carried all. Again, as with the previous ordinance, Nosbisch said that the suggested changes had been made, he has reviewed and is comfortable with the new ordinance. Nosbisch explained that the franchise fee are not being implemented because of the roundabouts. Tuerler said the roundabouts are only a portion of an entire Hwy 30 project which includes the RABs, turn lanes into businesses and improved drainage. They addressed a major concern of access to the high school and young drivers and slowed the speed between 10th Avenue and the Hwy 1 intersection. Motion to approve the first reading of Ordinance #5-1-2017B made by Tuerler, seconded by Wieseler. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, and Rose. Nays: none.

Resolutions for Approval

Resolution #5-15-2017A: Approving Amendment #2 to the Fiscal Year 2017 Budget. Wieseler motioned to approve Resolution #5-15-2017A, seconded by Rose. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, and Rose. Nays: none.

Resolution #5-15-2017B: Authorizing the City of Mt. Vernon's Portion of Annual Pay for the Mt. Vernon Fire Department. Motion to approve Resolution #5-15-2017B made by Rose, seconded by Tuerler. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, and Rose. Nays: none.

Resolution #5-15-2017C: Making Award of the Construction Bid for Intersection Improvements for the 10th Ave SW and Palisades Rd Intersection Project. The bids for the project were received and opened by staff on May 11, 2017, 2:00 p.m. The low bid for \$189,043.75 was submitted by Horsfield Construction, Inc. The Engineer's estimate of cost for the project was \$220,000.00. It is Veenstra & Kimm, Inc. recommendation that the City of Mount Vernon award the construction contract to Horsfield Construction, Inc. Motion to approve V & K's recommendation to accept the construction bid from Horsfield Construction for the intersection improvements at 10th Ave SW and Palisades Road in the amount of \$189,043.75 made by Wieseler, seconded by Rose. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, and Rose. Nays: none.

Resolution #5-15-2017D: Approving the Installation of Street Lights Along Palisades RD SW (Between 10th and 15th Ave SW) and 2nd Ave SW (South of 4th Street) According to the Terms Set Forth in the Existing Street Light Contract. The City received two requests for additional street lights. Chief Shannon reviewed the locations and gave notice to the property owners. Staff did not receive any concerns or comments from the public. Motion to approve the installation of street lights along Palisades Road SW and 2nd Ave SW made by Tuerler, seconded by Wieseler. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, and Rose. Nays: none.

Motions for Approval

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

PAYROLL	CLAIMS	59,133.35
AIRGAS INC	CYLINDER RENTAL FEE-PW	55.80
ALLIANT IES UTILITIES	ENERGY USAGE-FD	224.81
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	72.01
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	21.40
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,781.20
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,465.98
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,161.62
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	702.65
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	475.50
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	381.07
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	270.82
ALLIANT IES UTILITIES	ENERGY USAGE-PD	159.01
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	120.32
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	98.37
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	69.35
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	60.44
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	28.97
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	18.65
ANJI KAT	CTW MUSICIAN-P&REC	50.00
BANACOM SIGNS	REFLECTIVE LETTERING-FD	120.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS/SWIM TEAM-POOL	398.00
BIG'S BBQ	CTW FOOD VENDOR-P&REC	340.00
BLOOMING ACRES	BEAUTIFICATION	383.76
CAREPRO PHARMACY	SUPPLIES-POOL	17.94
CARQUEST OF LISBON	VEHICLE MAINT-PW	326.89
CDW GOVERNMENT	HP PLOTTER/PRINTER-RUT	4,793.31
CENTURY LINK	PHONE CHGS-PD	36.91
CHRIS SWISER	CTW MUSICIAN-P&REC	50.00
CITY OF MOUNT VERNON	CTW START UP CASH-P&REC	150.00
COMPASS BUSINESS SOLUTIONS	UTILITY BILLS/5,500-WAT,SEW,SW	825.26
COMPASS BUSINESS SOLUTIONS	REMINDER NOTICES/1,000-WAT,SEW,SW	116.14
COPYWORKS	COPIES-P&Z	21.90
CR/LC SOLID WASTE AGENCY	LEAVES-SW	426.31
DAVID HAWTHORNE	CTW FOOD VENDOR-P&REC	115.00
DEREK BOREN	ASST FIRE CHIEF PAY-FD	612.50
ECICOG	ZONING ORDINANCE UPDATE-P&A	830.00
FASTENAL	STAINLESS ANCHORS-RUT	58.50
FASTENAL	STAINLESS ANCHORS-RUT	58.50
FAT GUYS MOTOR SPORTS	DECK BELTS-RUT	161.68
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS INC	UNIFORMS-PD	175.95
GARY'S FOODS	SUPPLIES-P&A,P&REC	303.30
HARMONY GERHARDT	CTW MUSICIAN-P&REC	50.00
HIAWATHA WATER DEPT	TRANSDUCER-WAT	1,165.31
HILLS BANK & TRUST COMPANY	2015 GOWTP IMPROVEMENT PROJECT	38,206.75
IOWA DEPT OF TRANSPORTATION	TRAFFIC PAINT-RUT	1,187.04
IOWA ONE CALL	LOCATES-WAT,SEW	79.20
IOWA SOLUTIONS INC	INFRASTRUCTURE UPGRADE-ALL DEPTS	3,412.50
IOWA SOLUTIONS INC	DOMAIN MGMT-ALL DEPTS	100.00

JACOB BUSTER	SEC/TREAS PAY-FD	462.50
JAMES KENNEDY	CTW MUSICIAN-P&REC	50.00
JASON DAMS	CTW MUSICIAN-P&REC	50.00
JASON ZBORNIK	CTW MUSICIAN-P&REC	50.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&a	60.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	30.00
KEVIN BURT	CTW MUSICIAN-P&REC	50.00
KIECKS	UNIFORMS-FD	41.97
KIECKS	UNIFORMS-FD	38.95
KIECKS	UNIFORMS-FD	38.95
KIECKS	UNIFORMS-FD	23.97
KIESLER'S POLICE SUPPLY INC	EQUIPMENT-PD	914.00
KIMBERLI MALOY	CTW MUSICIAN-P&REC	50.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	530.66
KROUL FARM GARDENS	HANGING BASKETS-BEAUT	879.00
LAURIE HAAG	CTW MUSICIAN-P&REC	50.00
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	2,085.00
LUMPIA SHANGHAI	CTW FOOD VENDOR-P&REC	370.00
LYNCH FORD	5K MI MAINT-PD	60.80
MATT FONTEYNE	CTW MUSICIAN-P&REC	50.00
MIDWEST INJECTION INC	SLUDGE HAULING-SEW	15,000.00
MITCH MCANDREW	CTW MUSICIAN-P&REC	50.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	973.81
MOUNT VERNON CONSTRUCTION INC	CAULK POOL-POOL BOND	3,098.00
MOUNT VERNON FIRE DEPARTMENT	REIMB FOR RADIO STRAPS-FD	231.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,075.72
MOUNT VERNON MASONIC LODGE	CTW FOOD VENDOR-P&REC	530.00
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS PAY-PD	16.00
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
OPN ARCHITECTS	WELLNESS CENTER-LOST I	5,460.00
P&K MIDWEST INC	SUPPLIES-FD	25.74
PAYROLL	CLAIMS	2,145.91
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	141.00
PLUMB SUPPLY CO	FLUSH UNIT-P&REC	78.90
POSTMASTER	NEWSLETTER MAILING-POOL,SW	431.85
RICKARD SIGN AND DESIGN CORP	YARD SIGNS-P&REC,POOL	280.00
ROD DUGAN	CTW MUSICIAN-P&REC	50.00
SAM'S CLUB #8162	MEMBERSHIP-SHIP	45.00
SCORZ	CTW FOOD VENDOR-P&REC	10.00
SHERWIN WILLIAMS CO.	PAINT-POOL BOND,POOL	789.16
SHERWIN WILLIAMS CO.	PAINT-P&REC	300.00
STAPLES ADVANTAGE	SUPPLIES-P&A	19.99
STATE HYGIENIC LAB	TESTING-SEW	2,861.50
TECHNICOM COMMUNICATIONS SYSTEMS	WI-FI DATA CABLE-PD	211.75
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	1,800.00
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	1,500.00
TREASURER STATE OF IOWA	SALES TAX	3,505.00
UNITED STATES POSTAL SERVICE	METER POSTAGE-ALL DEPTS	1,000.00
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-WAT,SEW	37.00
US BANK	CREDIT CARD PURCHASES	3,295.27
US CELLULAR	CELL PHONE-PD	116.17
WEX BANK	FUEL-PD,WAT,SEW	1,073.49
	TOTAL	175,508.70

Discussion and Consideration of Soliciting Request for Qualifications for the Mt. Vernon Corridor Sub Area Plan - Council Action as Needed. Council earmarked \$80,000.00 to create a master plan for the south and west growth areas of the community. The RFQ was reviewed and recommended for approval by the Planning and Zoning Commission. The goal of the plan is to focus in on the west 1-2 miles out of the City limits and a little over one mile of the City limits on the south side. The intent is to create a set of standards on how the City would like development to occur before the bypass is completed and compliment what we already have. Rose said that he would like to see a Comprehensive Plan review discussion on a future agenda. Tuerler moved approval for the RFQ for the Corridor Sub Area Plan, seconded by Rose. Carried all.

Discussion and Consideration of the Design Services Agreement, Scope and Fee for the Downtown Streetscape Improvements – Shoemaker and Haaland – Council Action as Needed. The Downtown Design Committee has indicated that it would like to pursue the south alley project from the Streetscape Development Plan. The Plan was completed by Shoemaker & Haaland in 2010-2011. Staff is recommending that the City retain Shoemaker & Haaland to complete the final design work for the alley project. Their estimated total for design and survey work is \$22,000.00. Tuerler motioned to approve the Design Services Agreement with Shoemaker and Haaland, seconded by Wieseler. Carried all.

Discussion and Consideration of Mt. Vernon Board of Adjustment Variance Decision – 780 Lisbon Road NE – Council Action as Needed. A concerned Board of Adjustment member contacted staff regarding a variance that had been approved on May 2, 2017. After reviewing the minutes from the meeting staff recommended that Council review and possibly remand the decision to the Board of Adjustment. According to the minutes the Board does not believe there is a hardship present but the hardship clause is a critical component in issuing a variance. Staff consulted the City Attorney and is recommending that the City file a petition of certiorari in Linn County District Court. The petition must be filed within 30 days of the Board's original decision but it can be withdrawn if the Board of Adjustment reconsiders the variance. Nobsisch said that the homeowner can build a large garage under the current zoning ordinances by either moving the garage forward or reducing the size. Tuerler stated that when he looked at this and read the question "will this produce an undue hardship" the answer is no but the minutes also say that the Board thought this could be somewhat of a hardship because of the irregular shape of the lot. Continuing, Tuerler said that he works in an area of viewpoints that either "is or isn't". In other words, things are either done by how the process is written or they are not. Tuerler was in support of remanding. Roudabush asked how close this would be to the nearest neighbor to which Matt Siders, Zoning Adm. said at least 50'. Nobsisch explained that isn't the argument here. The issue is the rear property line; they're trying to go into the rear property line by 3.5 feet. There is nothing back there but there isn't any justification for going into the rear setback. The garage can be moved forward 3.5 feet but the homeowner doesn't want to do that. To approve a variance it has to be proven that there is a hardship in existence. Roudabush said that he could understand why the homeowner doesn't want to move the garage forward; it would make it more pronounced than the main part of the house. Rose said that this isn't the point though; this whole argument is based on want and want doesn't qualify as a hardship. Mayor ProTem Christensen said the question is was the judgement made by this group (Board of Adjustment) in keeping with their responsibilities under law. Continuing Mayor ProTem Christensen said that the recommendation is now that the City of Mount Vernon start legal action against ourselves because the group is not operating under the law. They set the law aside to let someone do what they want. Wieseler thanked those that serve on the committee and said that there is enough uncertainty on this issue after reading the minutes with the double vote and hearing the staff recommendation that it is incumbent upon them and that he would like to make the motion, to remand it back to the Board of Adjustment. Nobsisch asked that the motion also include having the City attorney's file

a petition in Linn County to which Wieseler said he would like to amend his motion to include this, seconded by Tuerler. Carried all.

Discussion and Consideration of Degradation Issues on the Alley Located Adjacent and West of 117 1st Ave North (Liberty Iron Works) – Council Action as Needed. At a previous meeting V & K Engineering provided corrective measures on the alley located adjacent and west of 117 1st Ave North (Liberty Iron Works). The less expensive method (about \$31,000.00) was to use flow-able mortar to try and stabilize the voids. The other, more permanent fix was to remove the alley, correct the drainage and reconstruct the infrastructure. Cost would be about \$131,000.00. Nobsisch asked Council which option they were interested in pursuing. Roudabush said if funds are available he would like to do it right. Rose also said he wasn't interested in patching to which Council agreed.

Discussion and Consideration of Topographic, Boundary, and Utility Survey for Community/Recreation Center – HBK Engineering – Council Action as Needed. The MV School District has given the City permission to move forward with testing the possible community center site. The site needs to be feasible before negotiating a permanent transfer with the school. Nobsisch said that part of OPN's contract was to work with HBK Engineering. They have written permission from the School Board chairperson to do some site work. The cost to this will be \$8,660.00. Rose motioned to approve the topographical study done by HBK Engineering, seconded by Wieseler. Carried all. Roudabush asked if the work will be core samples to which Nobsisch said no, that it would be geotechnical work; core samples will be done later. Roudabush said that concerns him because that area is a major swale.

Reports to be Received/Filed

Mt. Vernon Police Report. There were six reported collisions in April and 26 reported incidents. Officer Gehrke completed the DARE program. MVPD participated in the DEA's National Drug Take Back event on 4-29-2017, collecting 124 pounds of unwanted prescription medications. Officers worked 17 hours of STEP. Supplementing police coverage for the City of Lisbon has resulted in 3,610 minutes of patrol, 13 calls for service (375 minutes) and 155 minutes of administrative time. The City of Lisbon was invoiced \$8,630.00 for the months of February, March and April.

Mt. Vernon Public Works Report. Seasonal staff will start working the 3rd or 4th week in May. The pool has been painted and filled. 8 trees have been planted in the ROW. Ash tree injections have begun. The City has 211 ash trees as of 2014 when the last injection was done. The cost to inject is \$20-25,000.00. The goal is to continue treating the trees every 2-3 years while slowly removing those in the worst condition. If a tree would develop EAB removal costs are about ten times the amount of a healthy tree. EAB makes the tree extremely brittle and hazardous to remove.

Mt. Vernon Parks and Recreation Report. The naming of parks will be discussed at the May Park and Rec meeting and a recommendation will be brought to Council in June. DNR stocked the quarry with 112 largemouth bass and 145 bluegill. Bjornsen Pond Mgmt will give the City a quote to rid the quarry of the duck meal problem. There are currently 10 T-ball teams, 12 Coach Pitch teams and 6 Player Pitch teams. Chalk the Walk was a huge success with 150 artists. Food vendors sold out of food on one or both days.

Discussion Items (No Action)

Fireworks. Nobsisch explained that currently the fireworks ordinance is very vague. The law states fireworks can be shot from 9 a.m. to 10 p.m. through June 13th and 9:00 a.m. to 11:00 p.m. on July 4th plus the proceeding Saturday and Sunday and 9:00 a.m. to 12:30 a.m. on New Year's Day. Council was asked if they want to stay with what the State has adopted or set new perimeters. Chief Doug Shannon said that it was his understanding the City has to opt out for the use or discharge of fireworks otherwise fireworks can be shot off at the given times. It was recommended that the Safety Committee look at this.

Reports of Mayor/Council/Administrator

City Administrator's Report. Jordan Poole will be working as the City's new intern starting on May 16, 2017. After meeting with V & K regarding the UV disinfection project it has been determined that the DNR has included additional requirements with estimated costs in the \$1.5-2 million dollar range. Because of the mild winter there appears to be monies available to complete additional crack sealing and chip sealing some City streets.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 8:33 p.m., May 15, 2017.

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Friday, May 19, 2017 2:35 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: [POSSIBLE SPAM] Liquor License Pending Dram Shop

The following licensees have completed a renewal application and are awaiting dram certification:

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. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.IowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).

For assistance by email contact Licensing@IowaABD.com

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Saturday, April 29, 2017 2:36 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: [POSSIBLE SPAM] Liquor License Pending Dram Shop

The following licensees have completed a renewal application and are awaiting dram certification:

License #	License Status	Business Name
	Pending Dram Shop	Heritage Days (100 Block of First Street West and Elliot Athletic Complex M 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application status toll-free at 866.iowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1). For assistance by email contact Licensing@IowaABD.com

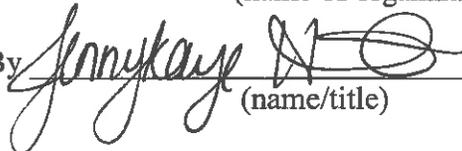
INDEMNITY AND HOLD HARMLESS AGREEMENT

Mt. Vernon Heritage Days (name of organization) agrees to fully and completely defend, indemnify and hold the City of Mount Vernon, Iowa, harmless from any claims, lawsuits, damages, attorney fees, defense costs and expenses, and any other fees, costs or expenses associated with the use of City property or facilities, for Heritage Days (name of event) to be held on July 7th & 8th (date of event).

The Mt. Vernon Heritage Days Inc (name of organization) agrees that its obligations under this Indemnity and Hold Harmless Agreement apply even when the claim, lawsuit or other action is based wholly or in part on the negligence of the City or its employees.

Dated 5/24/2017

Mt. Vernon Heritage Days Inc.
(name of organization)

By Jenny Kaye  President
(name/title)

Mt Vernon-Lisbon
Community...

Presbyterian Church

Methodist Church

3rd Ave SW

3rd Ave N

1st St W

Perfect Blend

Investment Centers
of America

Mt Vernon Bank
& Trust Company

Sage House Bed
& Breakfast



1st Ave S

Bijou Movie Theater

Collage Kitsch

1st St N

OLD FIRE STATION
213 1st ST. WEST

Alices Wonderland

Mt Vernon Police
Department

Mt Vernon Water Works

Batman & Co.
Big & Tall Sizes

Pinhook Deli at
Video Village, Etc

Alger's Pizza Palace

Purple Elephant

Go.ogle

2nd Ave N

1st St W

2nd Ave S

Batman & Co.
Big & Tall Sizes

Pinhook Deli at
Video Village, Etc

Alger's Pizza Palace

Purple Elephant

Zoo's Pet Deli

Lincoln Wine Bar

Silver Spider

Scorz Bar & Grill

Czech Feather & Down

Ink Expression

Skillet Cafe' and Bakery

Shepley Aldershot

100 BLOCK + NW
OF 200 BLOCK
OF 1st ST. WEST

2nd St N

1st Ave N

2nd St N

1st St E

1st Ave S

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1 & F - 2

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

DATE:	June 5, 2017
AGENDA ITEM:	Ordinances – Franchise Fee
ACTION:	Motion

SYNOPSIS: Staff has not received any written or verbal communication regarding the franchise fee ordinances for gas and electric.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinances

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17

**CITY OF MOUNT VERNON, IOWA
ELECTRIC FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 12-6-2004A, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF MOUNT VERNON, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years with a limited right of cancellation as stipulated in Section 10 of this agreement; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or

depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

PROPOSED REVISED LANGUAGE

Section 5. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the company of its right to

operate and maintain existing facilities and their replacements on, below, above or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley, right-of-way or other public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities.

Section 6. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 7. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

City-requested added language

The company, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Company's tariff filed with the Iowa Utilities Board.

Section 8. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 9. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The franchise fee shall become effective October 1, 2017; provided, however, that such fee shall increase to three percent (3%) effective October 1, 2018; to five percent (5%) effective April 1, 2019. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 10. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided, except that the City may cancel this franchise on the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not notified of the cancellation by the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year from and after its acceptance by the said Company, as herein provided. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 11. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 12. The expense of the publication of this Ordinance shall be paid by the Company.

Section 13. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and

acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Mount Vernon City Council on the _____ day of _____, 2017.

Jamie Hampton, Mayor

Attest:

Sue Ripke, City Clerk

(CITY SEAL)

**CITY OF MOUNT VERNON, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 12-6-2004B AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE PLANT AND SYSTEMS FOR THE DISTRIBUTION OF NATURAL GAS IN THE CITY OF MOUNT VERNON, IOWA AND TO SELL, DISTRIBUTE, AND SUPPLY NATURAL GAS TO SAID CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right, privilege and non-exclusive franchise for the term of twenty-five (25) years with limited right of cancellation as stipulated in Section 8 from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall

back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has gas facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 5. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities and their replacements

on, below, above or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley, right-of-way or other public ground where the Company has installed gas lines, mains or facilities, the City shall grant the Company a utility easement for said facilities.

Section 6. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 7. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The franchise fee shall become effective October 1, 2017; provided, however, that such fee shall increase to three percent (3%) effective October 1, 2018; to five percent (5%) effective October 1, 2019. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 8. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided, except that the City may cancel this franchise on the fifth (5th), tenth (10th), fifteenth (15th) or

twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not notified of the cancellation by the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year from and after its acceptance by the said Company, as herein provided. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 9. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 10. The expense of the publication of this Ordinance shall be paid by the Company.

Section 11. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Mount Vernon City Council on the _____ day of _____, 2017.

Jamie Hampton, Mayor

Attest:

Sue Ripke, City Clerk

(CITY SEAL)

G. Resolutions for Approval

AGENDA ITEM # G - 1

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

DATE:	June 5, 2017
AGENDA ITEM:	Resolution – Year End Transfers
ACTION:	Motion

SYNOPSIS: The items listed in the resolution are routine end of the year fund transfers. These transfers from special revenue accounts are made to the general fund to defray costs. The transfers from water and sewer are for the build America bonds. The 2014 street bond is for the final payments on the 1st Street and Hwy 1 intersection lights. Lost III/Trails is for initial engineering work completed by V&K for the Nature Park Trail segment. The law/emergency monies come from the emergency levy adopted as part of the overall \$12.99 per \$1,000 levy rate. The employee benefits is also part of the overall levy rate and is transferred into the general fund to defray employee benefits.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Finance Director

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17

RESOLUTION #6-5-2017A

A resolution approving transfers:

FROM FUND:	TO FUND:	
Sewer	Debt Service	\$ 32,053.70
Water	Debt Service	\$ 13,737.30
2014 Street Bond	CIP Fund	\$ 26,407.15
LOST III/Trails	CIP Fund	\$ 1,208.75
Law/Emergency	General Fund	\$ 30,804.35
Employee Benefit	General Fund	\$253,844.07

Motion made by _____ seconded by _____ to _____
Resolution #6-5-2017A

Resolution #6-5-2017A _____ on June 5, 2017 by the following roll
call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke
Asst. Administrator/City Clerk

I. Old Business

AGENDA ITEM # I – 1

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

DATE: June 5, 2017
AGENDA ITEM: Housing Commission
ACTION: Motion

SYNOPSIS: It is my understanding that the Mayor has spoken to Mr. Niederhauser and that he will continue to recommend the following individuals to serve on the housing commission:

- | | | |
|-------------------|---|-----------------------|
| Brenda Langenberg | - | CDG Representative |
| Trude Elliott | - | P&Z Representative |
| Kevin Driscoll | - | Bank Representative |
| Scott Peterson | - | At-Large |
| Loren Hartelt | - | Development Firm |
| Marty Christensen | - | City Council |
| Meridith Hoffman | - | Real Estate |
| Justin Dix | - | 2 mile jurisdiction |
| Denise Brannaman | - | School Representative |

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Remove from Table

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JUNE 5, 2017

PAYROLL	CLAIMS	64,576.56
BRIDGE COMMUNITY BANK	2010B GO REFUNDING NOTE	30,271.49
GROUP SERVICES INC	INSURANCE-ALL DEPTS	28,942.97
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	5,744.52
TYLER TECHNOLOGIES	SOFTWARE SUPPORT-ALL DEPTS	5,142.81
BURROUGHS, RICHARD	CEMTERY MAINT	3,534.00
MIRACLE RECREATION	TUBE SLIDE-POOL	3,388.25
WATER SOLUTIONS UNLIMITED	CHEMICALS-POOL	3,228.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	2,040.00
RHINO INDUSTRIES	SUPPLIES-SEW	1,679.56
ROTO-ROOTER	PUMP/CLEAN LIFT STATIONS-SEW	1,500.00
RHOMAR INDUSTRIES INC	EQUIP REPAIR-RUT	1,329.88
LINN CO-OP OIL CO	FUEL-PW	1,267.45
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,011.71
VEENSTRA & KIMM INC	STREET REPLACEMENT PROGRAM	969.25
ROTO-ROOTER	CLEAN OUT INTAKES-SEW	940.00
CENTURY LINK	PHONE CHGS-ALL DEPTS	928.86
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	825.00
BAUMAN AND COMPANY	UNIFORMS--PW	725.75
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	607.13
CORNELL COLLEGE MEN'S SOCCER	SPRING SOCCER OFFICIALS-P&REC	570.00
SAM'S CLUB #8162	SUPPLIES-POOL	487.69
DIESEL TURBO SERVICES INC	REAR BRAKES/FORD EXP-RUT	486.00
GLENN WOLFE	HVAC MAINT-P&A	479.88
BAUER BUILT TIRE - CEDAR RAPIDS	TRAILER TIRES-RUT	455.48
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	450.00
KIEFER & ASSOCIATES	SUPPLIES-POOL	441.32
CULVERS GARDEN CENTER	BEAUTIFICATION-RUT	377.80
TASC	COBRA PLAN DOCUMENTS-ALL DEPTS	360.00
VEENSTRA & KIMM INC	ALLEY EVALUATION	357.00
US CELLULAR	CELL PHONE-ALL DEPTS	322.92
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
DIESEL TURBO SERVICES INC	DIESEL BATTERIES (2)-PW	315.90
DEREK BOREN	ASST FIRE CHIEF PAY-FD	302.50
MOUNT VERNON LISBON SUN	CTW ADS/PUBLICATIONS-P&REC	300.00
HAWKEYE FIRE & SAFETY CORP	EXTINGUISHER MAINT-ALL DEPTS	262.00
BARNYARD SCREEN PRINTER LLC	UNIFORMS-WAT,SEW	255.00
TECHNICOM COMMUNICATIONS SYSTEMS	PLOTTER/PRINTER INSTALL-P&A	229.45
CARRICO AQUATIC RESOURCES INC	STRAINER BASKETS-POOL	218.30
ALLIANT IES UTILITIES	ENERGY USAGE-ALL DEPTS	194.65
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	192.00
LINN COUNTY SECONDARY ROAD DEPT	BLADE BRYANT RD-RUT	190.32
CHRIS NOSBISCH	MILEAGE	183.51
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	165.00
SITE ONE LANDSCAPE SUPPLY	EAB INJECTION EQUIPMENT-RUT	137.30
MENARDS	BEAUTIFICATION-RUT	134.64
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	120.00
JOAN BURGE	CLEANING SERVICE-P&A	120.00
CARRICO AQUATIC RESOURCES INC	CONSULTATION-POOL	115.00
MOUNT VERNON, CITY OF	START UP CASH-CONCESSION-POOL	100.00
CHARLES BLACK	CTW PHOTOGRAPHER-P&REC	100.00
MATT SIDERS	MILEAGE-P&REC	96.30
BAUER BUILT TIRE - CEDAR RAPIDS	FRONT TIRE/BUCKET TRUCK-RUT	95.50
TASC	ADMIN FEE-ALL DEPTS	92.49
GALLS INC	UNIFORMS-PD	90.74
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	90.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	89.88
MOORE MEDICAL CORP	SUPPLIES-EMA	67.71
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	66.44

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JUNE 5, 2017

IOWA PRISON INDUSTRIES	BEE CITY SIGN-RUT	64.00
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,P&A	61.65
IOWA DEPT OF NATURAL RESOURCES	OPERATOR CERTIFICATION-WAT	60.00
IOWA DEPT OF NATURAL RESOURCES	OPERATOR CERTIFICATION-SEW	60.00
CEDAR VALLEY OUTFITTERS CORP	BATTERIES-PD	53.98
GORDON LUMBER COMPANY	BLDG SUPPLIES-PW	50.75
MOUNT VERNON, CITY OF	START UP CASH-ELLIOTT CONC-P&REC	50.00
COURTNEY BOLAND	TOBACCO COMPLIANCE CHECK-PD	50.00
BARNYARD SCREEN PRINTER LLC	UNIFORMS-WAT,SEW	48.00
ALTERATIONS BY MARY	UNIFORMS-PD	30.00
AAA PEST CONTROL	PEST CONTROL	30.00
KIECKS	UNIFORMS-FD	26.00
KIECKS	UNIFORMS-FD	23.97
CARRICO AQUATIC RESOURCES INC	FLOOR INLET-POOL	20.69
SUE RIPKE	MILEAGE-P&A	20.33
EVELYN BROWN	PRINCESS TEA TIME-P&REC	18.00
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS PAY-PD	16.00
MUNICIPAL SUPPLY INC	SNAP RINGS-WAT	10.50
ADALYN FRANCOIS	PRINCESS TEA TIME-P&REC	10.00
EVELYN GUILLAUME	PRINCESS TEA TIME-P&REC	10.00
PIPER LEWIS	PRINCESS TEA TIME-P&REC	10.00
ISABEL STREFF	PRINCESS TEA TIME-P&REC	10.00
HARRIET WATSON	PRINCESS TEA TIME-P&REC	10.00
EMSLRC	TRAINING-FD	10.00
SITE ONE LANDSCAPE SUPPLY	NEEDLE CLEANOUT TOOL-RUT	9.50
JACOB BUSTER	SEC/TREAS-FD	2.50
	TOTAL	168,851.38

AGENDA ITEM # J – 2

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

DATE:	June 5, 2017
AGENDA ITEM:	Biggs Barbeque Request
ACTION:	Motion

SYNOPSIS: The owners of Biggs Barbeque would like to hold a special event at a future date. They have asked whether the City Council would entertain the temporary closure of the alley and parking area east of the restaurant (the parking area that lies between Liberty Iron Works and the businesses on 1st Street).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator/Police Chief

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17

AGENDA ITEM # J – 3

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

DATE: June 5, 2017

AGENDA ITEM: Tree Removal

ACTION: Motion

SYNOPSIS: Public Works has approximately \$10,000 left in tree maintenance and we would like to take advantage of those dollars to remove some problem right of way and park trees. Enclosed you will find a bid to remove five trees for \$8,925. Total Tree Care has taken down two trees for us this year and Nick was very pleased with their work.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Public Works

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Bid

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17



Total Tree Care of Iowa City, LC
 2958 Rustic Ridge Rd NE
 Iowa City IA 52240

*Chris I
 emailed a copy to
 you.*

Proposal #5423
 Date:

Proposal For

City of Mount Vernon

213 First St NW
 Mount Vernon, IA 52314
 main: 319-895-8742
 mobile:
nmissen@cityofmtvernon-ia.gov

Location

213 1st St W
 Mt Vernon, IA 52314

Terms

Net 30

City of Mount Vernon (various locations)

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) Resale Remove south-most maple tree in front of 719 5th Ave.	1	\$2,000.00	\$2,000.00
2) Resale Remove south-most maple tree in front of 725 5th Ave.	1	\$1,600.00	\$1,600.00
3) Text Note ****In order to complete the two above-mentioned maple tree removal procedures on 5th Ave. We will need the entire section of 5th Ave closed to through traffic from 8th St to 7th St. We will also need no vehicles parked on the street in our working area in front of the homes, in driveway's or across the street.	1	\$0.00	\$0.00
4) Resale Remove sugar maple tree located close to College Blvd and 7th Ave SW in front of Cornell college property.	1	\$1,450.00	\$1,450.00
5) Text Note In order to complete the above-mentioned sugar maple tree removal procedure, located in front of Cornell College property, we will need to have one lane of traffic closed on 7th Ave SW.	1	\$0.00	\$0.00
6) Resale Remove tree in front of 202 2nd Ave NW.	1	\$1,575.00	\$1,575.00
7) Text Note In order to complete the above mentioned tree removal procedure located in front of 202 2nd Ave NW, we will need to have the streets free of vehicles in front of the following addresses on 2nd Ave NW: 202, 206 and 212. Having the area, immediately across the street from these same addresses, free of vehicles may also be necessary.	1	\$0.00	\$0.00
8) Resale Remove large pine tree located within Memorial Park.	1	\$2,300.00	\$2,300.00

Client Notes

Please note the prices listed for tree removal procedure also include the grinding of all stumps but not the removal of the waste material generated



Total Tree Care of Iowa City, LC
2958 Rustic Ridge Rd NE
Iowa City IA 52240

Proposal #5423
Date:

by the stump grinding. All stump waste material will be gathered into a pile, near the site of the stump. The City of Mount Vernon will assume responsibility for cleaning up all stump waste material.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x

Please sign here to accept the terms and conditions

SUBTOTAL **\$8,925.00**

SALES TAX ~~\$505.50~~

TOTAL ~~\$9,430.50~~

AGENDA ITEM # J – 4

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

DATE:	June 5, 2017
AGENDA ITEM:	Heritage Days Fireworks
ACTION:	Motion

SYNOPSIS: The Heritage Days Committee is recommending J&M Displays for fireworks once again this year. The supporting documents include proof of insurance and an itemized listing of the shells to be used. This year's display date will be July 6, 2017 (rain date 7/7/17).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17



DISPLAY INFORMATION

Please complete the following information:

Display Date: July 6, 2017 Rain Date: 7-7-17

Time of Display: aprox: 9:30

Name of **Organization Purchasing** Display: Mt.Vernon Heritage Days

Billing Address: PO Box 73

City, State, Zip: Mt.Vernon, IA. 52314

Telephone: 319-651-3439 Fax: _____ E-mail: heritagedaysmv@gmail.com

Name of **Contact Person**: Jennykaye Hampton

Contact Address: _____

City, State, Zip: same

Telephone: _____ Fax: _____ E-mail: _____

Send **Invoice** to: _____

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

*your copy
forwarded
Monite*

OFFICE USE ONLY

& M Fired Insurance Extension: YES or NO Customer Pick Up at _____ On Site Delivery

Delivery: Contact Delivery Name: Chad Andersen Telephone: 319-350-8709

Delivery Address: PALO BUNKER

Delivery County: Linn

Additional Contact Persons & Telephone Numbers: _____

Proposal # 1026 Final Show \$: 4000.00

Bonuses: 8% Prepayment 15% Multiple Year Agreement _____ Pick Up

Sales Representative: Whitlock Customer PO Number: _____

<input type="checkbox"/> tax exempt certificate received	<input type="checkbox"/> Agreement received	<input type="checkbox"/> Full payment	<input type="checkbox"/> Down payment
<input type="checkbox"/> permit received	<input type="checkbox"/> IO received	\$ _____	\$ _____
<input type="checkbox"/> ATF permit	<input type="checkbox"/> S/P _____	Date _____ Check# _____	Date: _____ Check# _____
Exp _____			

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 4 day of April, 2017, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and Mt. Vernon Heritage Days, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$4000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 6, 2017 at approximately 9:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

XXXX Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

 Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

 the sum of \$ as a down payment upon execution of this Agreement. The balance of \$ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

XXXX \$4000.00 in full by April 17, 2017 (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

 \$ in full by (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

** Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 7, 2017 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance. (Check one of the below options):**

XXXX Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

 Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Monte D. Whitlock
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



J&M Displays Proposal for: Mt Vernon Heritage Days Mt. Vernon Heritage Days

Opening

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Silver spinners to red and blue stars 49 shot		\$148.05	\$148.05
Category Shell Count: 49				\$148.05
Section Shell Count: 49				

Main Event

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
5	Dark salute (no Ti)		\$9.60	\$48.00
5	Titanium salute with rising whistle	rising whistle	\$9.60	\$48.00
Category Shell Count: 10				\$96.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue peony		\$10.35	\$10.35
1	Green peony		\$10.35	\$10.35
1	Orange peony	orange tail	\$10.35	\$10.35
1	Pink Peony	purple tail	\$10.35	\$10.35
1	Purple peony		\$10.35	\$10.35
1	Red and blue dahlia		\$10.35	\$10.35
1	Crossette assorted		\$19.80	\$19.80
1	Cycas assorted		\$19.80	\$19.80
1	Glittering willow	glitter tail	\$19.80	\$19.80
1	Golden wave to var. color swimming		\$19.80	\$19.80
1	Kamuro chrysanthemum		\$19.80	\$19.80
1	Nishiki kamuro niagara falls		\$19.80	\$19.80
1	Orange strobe dahlia		\$19.80	\$19.80
1	Red crossette		\$19.80	\$19.80
1	Reddish gamboge to purple chrys		\$19.80	\$19.80
1	Six Angle chrysanthemum		\$19.80	\$19.80
1	Spangle chrys		\$19.80	\$19.80
1	Strobe w/ ring assorted		\$19.80	\$19.80
1	Asst F of 20 diff J&M Brand Shells (HAND FIRE)	mixed tails	\$205.00	\$205.00
1	Asst M of 20 diff J&M Brand Shells (HAND FIRE)	mixed tails	\$205.00	\$205.00
Category Shell Count: 58				\$709.70

3 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Heart pattern shell		\$27.20	\$54.40
1	Red strobe		\$27.20	\$27.20
1	Artillery		\$43.15	\$43.15
1	Charcoal glittering crossette		\$43.15	\$43.15
1	Green with silver serpents		\$43.15	\$43.15
1	Green with whistles		\$43.15	\$43.15
1	Red tailed thunder with white strobe		\$43.15	\$43.15



J&M Displays Proposal for: Mt Vernon Heritage Days Mt. Vernon Heritage Days

Main Event

3 Inch Special Effect Shells Continued

Quantity	Name	Rising Effect	Price	Total
1	Red with whistles		\$43.15	\$43.15
1	Silver wasp and diamond screamer		\$43.15	\$43.15
1	Silver whirl to reports		\$43.15	\$43.15
1	Tourbillion with reports		\$43.15	\$43.15
Category Shell Count: 12				\$469.95

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Colored Bees assorted		\$33.50	\$33.50
1	Crackling willow		\$33.50	\$33.50
1	Crossette assorted		\$33.50	\$33.50
1	Lemon and pink ring with crackling pistils	Gold tail	\$33.50	\$33.50
1	Six angle chrysanthemum	whistling tail	\$33.50	\$33.50
1	Tracer assorted	Gold tail	\$33.50	\$33.50
1	Asst K Of 20 diff J&M Brand shells (HAND FIRE)		\$355.00	\$355.00
1	Asst Q of 10 Patriotic pairs of 4" J&M Brand shells (HAND FIRE)		\$355.00	\$355.00
1	Asst T of 20 different J&M Brand Shells (HAND FIRE)	mixed tails	\$355.00	\$355.00
Category Shell Count: 66				\$1,266.00

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Golden wave to flying dragon w/blue pistil		\$42.10	\$42.10
2	Happy face pattern		\$42.10	\$84.20
1	Strobing (spangle) chrysanthemum with crackling		\$42.10	\$42.10
1	Artillery		\$56.55	\$56.55
1	Green with whistles		\$56.55	\$56.55
Category Shell Count: 6				\$281.50

Section Shell Count: 152

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	V shape candle bundle 300 shot - Whirlwind to chrysanthemum		\$64.95	\$64.95
1	Gold criss cross 90 shot		\$388.30	\$388.30
Category Shell Count: 390				\$453.25

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glitter crossette	flower crown tail	\$33.50	\$100.50
Category Shell Count: 3				\$100.50

Section Shell Count: 393



J&M Displays Proposal for: Mt Vernon Heritage Days Mt. Vernon Heritage Days

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
6	Fireworks port fire 30 minute Spikeless Waxed		\$0.01	\$0.06
3	Igniter 4 meter leads		\$2.20	\$6.60
1	5 shot finale chain with e-match connectors		\$5.25	\$5.25
Category Shell Count: 0				\$11.91
Section Shell Count: 0				

8% Free for Early Payment

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Silver & Red cross ring with crackling pistil	Gold tail	\$33.50	\$33.50
Category Shell Count: 1				\$33.50

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Golden waterfall		\$42.10	\$42.10
1	Golden willow (waterfall)		\$42.10	\$42.10
1	Green falling leaves		\$42.10	\$42.10
1	Lemon strobe		\$42.10	\$42.10
1	Red strobe		\$42.10	\$42.10
Category Shell Count: 5				\$244.00
Section Shell Count: 6				

15% Free for Multiple Year Agreement

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Color and report 10 Shot finale chain	silver tail	\$124.40	\$373.20
Category Shell Count: 30				\$373.20

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
1	Nishiki kamuro to red strobe w/red strobe pistil		\$42.10	\$42.10
1	Purple chrysanthemum with crackling		\$42.10	\$42.10
Category Shell Count: 2				\$457.40
Section Shell Count: 32				



J&M Displays Proposal for: Mt Vernon Heritage Days Mt. Vernon Heritage Days

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price: \$3,536.86
 Discount: \$486.86
 Subtotal Fireworks: **\$3,050.00**
 Sales Tax:
 Local Sales Tax:
 Insurance Processing: \$420.00
 License and Permit:
 Shoot Fee: \$370.00
 Delivery: \$160.00
 Musical Firing:
 Shoot Cost:
 Total Price of Show: **\$4,000.00**

Total Shot Count: 632
 Packing Check: 84
 Date of Display: 07/06/17
 Customer Number:

Summary of Free Items Added to Your Show	
See Previous Pages for a Listing of Free Items	
Free Items are Based on the \$3,050.00 Fireworks Subtotal	
\$244.00	8% Free for Early Payment
\$457.40	15% Free for Multiple Year Agreement
\$701.40	Total Free
Total Value of Show is \$5,188.26. Your Price is \$4,000.00	

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 E-MAIL ADDRESS:	FAX (A/C, No): 216-658-7101													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C : Maxum Indemnity Company</td> <td>26743</td> </tr> <tr> <td>INSURER D : Axis Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest National Insurance Company	10120	INSURER C : Maxum Indemnity Company	26743	INSURER D : Axis Surplus Insurance Company	26620	INSURER E :		INSURER F :
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INSURER F :															
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660															

COVERAGES **CERTIFICATE NUMBER: 639034368** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00060-171	1/15/2017	1/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00033-171	1/15/2017	1/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC6028118-02	1/15/2017	1/15/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability			EAU791767	1/15/2017	1/15/2018	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 FIREWORKS DISPLAY DATE: JULY 6, 2017
 RAIN DATE: JULY 7, 2017
 LOCATION OF EVENT: BACK FAREWAY OF GOLF COURSE

ADD'L INSURED: THE CITY OF MT VERNON, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, See Attached...

CERTIFICATE HOLDER Mt. Vernon Heritage Days Inc. PO Box 73 Mt. Vernon IA 52314	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; MT VERNON HERITAGE DAYS INC. (SPONSOR); HILLCREST COUNTRY CLUB (PROPERTY OWNER).

AGENDA ITEM # J – 5

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

DATE:	June 5, 2017
AGENDA ITEM:	Twin Creek Lift Station Pump
ACTION:	Motion

SYNOPSIS: Enclosed you will see two quotes. The first quote of \$16,293.52 is to overhaul the current Fairbanks Morse 25 HP pump at the Twin Creek lift station. The second quote of \$17,897 is to purchase a replacement FLYGT pump. Staff is recommending that the City replace the current pump to the FLYGT as it is becoming increasingly difficult to find service people for the Fairbanks Morse.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quotes

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0123397
QUOTE DATE: 5/16/2017
EXPIRE DATE: 6/16/2017

SALESPERSON: JOHN MILLER
CUSTOMER NO: 8958204
QUOTED BY: djh
FAIRBANKS MORSE

QUOTED TO:
CITY OF MOUNT VERNON
CITY HALL
MOUNT VERNON, IA 52314

JOB LOCATION:
CITY OF MOUNT VERNON
CITY HALL
MOUNT VERNON, IA 52314

CONFIRM TO:

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
WE ARE PLEASED TO OFFER YOU THE FOLLOWING PROPOSAL FOR THE REPAIR OF YOUR FAIRBANKS MORSE PUMP.						
*250T	EACH	1.00	0.00	0.00	70.00	70.00
						O-RING SET
*VOLUTE	EACH	1.00	0.00	0.00	3,994.28	3,994.28
*IMPELLER CW	EACH	1.00	0.00	0.00	6,378.57	6,378.57
*VOLUTE GASKET	EACH	1.00	0.00	0.00	20.00	20.00
*TERMINAL BOARD	EACH	1.00	0.00	0.00	447.14	447.14
*RADIAL BEARING	EACH	1.00	0.00	0.00	32.85	32.85
*THRUST BEARING	EACH	1.00	0.00	0.00	390.00	390.00
*VOLUTE GASKET	EACH	1.00	0.00	0.00	20.00	20.00
*UPPER MECH SEAL	EACH	1.00	0.00	0.00	554.28	554.28
*LOWER MECH SEAL	EACH	1.00	0.00	0.00	1,208.57	1,208.57
*ROTOR/ STATOR	EACH	1.00	0.00	0.00	1,882.85	1,882.85
/MISC	EACH	1.00	0.00	0.00	149.98	149.98
						MISC. SHOP SUPPLIES
/ENVI	EACH	1.00	0.00	0.00	45.00	45.00
						OIL AND ENVIRONMENTAL CHARGE
/PSMD	HOUR	10.00	0.00	0.00	110.00	1,100.00
						PUMP LABOR SEWAGE/SUBMERSIBLE

ESTIMATED FOR PARTS IS 6-8 WEEKS ARO
THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT.
THANK YOU, DONNA HAMMEN
donna@electricpump.com

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order: 16,293.52
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 16,293.52

ABOVE PRICING EFFECTIVE FOR 30 DAYS

QUOTATION



4280 E 14th Street
Des Moines IA 50313-2604 USA
Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electrump.com

QUOTE NUMBER: 0123260
QUOTE DATE: 5/5/2017
EXPIRE DATE: 6/5/2017

SALESPERSON: JOHN MILLER
CUSTOMER NO: 8958204
QUOTED BY: JRF
JOYCE

QUOTED TO:
CITY OF MOUNT VERNON
CITY HALL
MOUNT VERNON, IA 52314

JOB LOCATION:
CITY OF MOUNT VERNON
CITY HALL
MOUNT VERNON, IA 52314

CONFIRM TO:
SUF

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS		
ALEX	OURTRUCK	ORIGIN	Net 30 Days		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	AMOUNT

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
FLYGT PUMP TO REPLACE EXISTING FAIRBANKS MORSE 25 HP
PUMP IN FOR REPAIR:

0031711850012	EACH	1.00	0.00	0.00	
					NP455-4 25/460/3 50' SB2 FLS+V
/PSSC	HOUR	6.00	0.00	0.00	
					PUMP LABOR SEWAGE /SUBMERSIBLE
*	EACH	1.00	0.00	0.00	
					MATERIAL FOR ADAPTER

ESTIMATED LEAD TIME IS 4 to 6 WEEKS ARO.

Electric Pump is committed to supplying you, our
customer, the highest quality products & service.

joycej@electricpump.com

THANK YOU. JOYCE FROHWEIN

All return goods must have written approval from Electric Pump, Inc.
before returning. Credit will not be issued without written approval and
if applicable there will be a Restock Fee.

Net Order:	17.897.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	17.897.00

ABOVE PRICING EFFECTIVE FOR 30 DAYS

ORIGINAL

AGENDA ITEM # J – 6

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

DATE:	June 5, 2017
AGENDA ITEM:	Electric Car Charging Station
ACTION:	Motion

SYNOPSIS: Councilperson Wieseler has asked to discuss the purchase and installation of a car charging station in Mt Vernon. The location would be within the downtown business district. The Sustainability Committee has spent a considerable amount of time researching the cost of such station and potential funding sources for the City. I would refer to Councilperson Wieseler for more information.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Sustainability Committee

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE:	June 5, 2017
AGENDA ITEM:	Two Mile Subdivision
ACTION:	Motion

SYNOPSIS: State Code allows Cities to extend their subdivision review into the two mile extraterritorial area of the County. The City of Mt. Vernon must complete land use planning for the two mile area and adopt legislation recognizing the extraterritorial district.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 6/1/17

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
June 5, 2017**

- To date, five design firms have approached the City regarding the corridor RFQ. If all five submit, the City will have a solid group of applicants to interview.
- Initial paperwork is being completed for the sidewalk program. Letters notifying property owners of inspections will be going out in early June.
- The City's workman's compensation premium will remain high this year due to our modification factor. As was previously discussed, the mod factor looks at a three year window of time, so it will be at least two years before workplace safety programs will have a significant impact.
- The safety committee has met regarding the fireworks bill and is recommending that the City not introduce new legislation banning the use at this time. The ordinance can be adopted at any time and committee members stated they had received no communication from the general public (it is my understanding that one email has been received since their meeting)