

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:	March 6, 2017 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	March 3, 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
2. Jim Englebrecht – Introduction of New Business

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 – February 22, 2017 Regular Council Meeting
2. Approval of City Council Minutes – February 27, 2017 City Council Work Session

E. Public Hearing

1. Public Hearing to Approve City of Mt. Vernon Fiscal Year 2017-2018 Proposed Budget
 - i. Close Public Hearing – Proceed to G-1

F. Ordinance Approval/Amendment

1. None

G. Resolutions for Approval

1. Resolution #3-6-2017A: Approving the City of Mt. Vernon Fiscal Year 2017-2018 Budget

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 Purchasing Fire Department Air Packs - Council Action as Needed
3. Discussion and Consideration of City of Mt. Vernon Intern Job Description - Council Action as Needed
4. Discussion and Consideration of Architectural Services Contract with OPN Architects for Phase I Design – Community/Recreation Center Project – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

February 22, 2017
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The Mount Vernon City Council met February 22, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Tuerler, Wieseler, Christensen and Rose.

Call to Order. Mayor Jamie Hampton called the meeting to order at 6:28 p.m.

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

Consent Agenda. Motion to approve the Consent Agenda made by Christensen, seconded by Tuerler. Carried all.

Approval of City Council Minutes – February 6, 2017 Regular Council Meeting.

Ordinance Approval/Amendment

An Ordinance Adopting Chapter 117 Operating a Perpetual Care Cemetery of the Mt. Vernon Municipal Code.

Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to third and final reading after vote of second reading). Staff has not received any written or verbal communication on this ordinance. Tuerler moved to approve the second reading of an Ordinance Adopting Chapter 117 Operating a Perpetual Care Cemetery of the Mt. Vernon Municipal Code, seconded by Wieseler. Roll call vote. Motion passes.

Tuerler motioned to suspend the rules and proceed to the third and final reading of an Ordinance Adopting Chapter 117 Operating a Perpetual Care Cemetery of the Mt. Vernon Municipal Code, seconded by Roudabush. Roll call vote. Motion passes.

An Ordinance Amending the Mt. Vernon Comprehensive Plan and Rezoning Property Located at 718 First Ave. NE from LI (Light Industrial) to TR (Traditional Residential), Mt. Vernon, Iowa. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to third and final reading after vote of second reading). Staff has not received any written or verbal communication on this ordinance. Tuerler moved to approve the second reading of an Ordinance amending the Mt. Vernon Comprehensive Plan and Rezoning Property located at 718 First Ave NE from LI to TR, seconded by Rose. Roll call vote. Motion passes.

Tuerler motioned to suspend the rules and proceed to the third and final reading of an Ordinance amending the Mt. Vernon Comprehensive Plan and Rezoning Property located at 718 First Ave NE from LI to TR, seconded by Wieseler. Roll call vote. Motion passes.

Resolutions for Approval

Resolution #2-22-2017A: Notice of Proxy Representation at the 2017 Annual Meeting of the Members of the Lisbon-Mt. Vernon Ambulance Service. This resolution is approved annually and gives proxy representation to the members listed. The four members listed are Doug Shannon, Charles Halsey, Derek

Boren and Lori Lynch. Motion to approve Resolution #2-22-2017A made by Tuerler, seconded by Wieseler. Roll call vote. Motion passes.

Motions for Approval

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

AIRGAS INC	CYLINDER RENTAL FEE-PW	57.32
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,233.72
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,085.57
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	2,105.25
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	706.98
ALLIANT IES UTILITIES	ENERGY USAGE-PD	452.66
ALLIANT IES UTILITIES	ENERGY USAGE-FD	187.41
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	97.99
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	86.34
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	69.94
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	2,739.21
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,037.72
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	149.73
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	143.21
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	54.25
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	52.91
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	41.16
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	30.79
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	25.03
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	24.71
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	20.86
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	19.47
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	17.98
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	16.97
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	9.67
CAMPBELL SUPPLY CEDAR RAPIDS	GRINDING WHEELS,GLOVES-RUT	111.82
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	29.95
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	28.00
CARTER RODMAN	REFEREE-P&REC	60.00
CENTURY LINK	PHONE CHGS-PD	36.85
CENTURY LINK	PHONE CHGS-P&A	502.92
CENTURY LINK	PHONE CHGS-PD	110.12
CENTURY LINK	PHONE CHGS-SEW	91.96
CENTURY LINK	PHONE CHGS-FD	67.47
CENTURY LINK	PHONE CHGS-WAT	53.02
CENTURY LINK	PHONE CHGS-RUT	51.02
CENTURY LINK	PHONE CHGS-POOL	43.85
CHRIS NOSBISCH	MILEAGE-P&A	75.60
CONSTRUCTION MATERIALS INC	REBAR PINS, DRILL BIT-RUT	39.25
CUSTOM HOSE & SUPPLIES INC	EQUP REPAIR-RUT	31.91
DES MOINES STAMP	NOTARY STAMP-P&A	31.80
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-PW	597.18
DIESEL TURBO SERVICES INC	F450 BLOWER,MOTOR-RUT	187.56
DIESEL TURBO SERVICES INC	FITTINGS '14 DT PLOW-RUT	163.36
DIESEL TURBO SERVICES INC	AIR HOSE-RUT	6.38
DIESEL TURBO SERVICES INC	VEHICLE REPAIR-PW	655.00
ECICOG	ZONING ORDINANCE UPDATE-P&A	830.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00

FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GROUP SERVICES INC	INSURANCE-ALL DEPTS	31,564.75
HUNTER HORMANN	REFEREE-P&REC	60.00
IOWA ASSOC OF MUNICIPAL UTIL	MEMBERSHIP-PW	792.45
IOWA DEPT OF PUBLIC HEALTH	REGISTRATION RENEWAL-POOL	35.00
IOWA ONE CALL	LOCATES-WAT,SEW	53.10
IOWA SOLUTIONS INC	LAPTOP,INSTALLATION-PW	1,260.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD,PW	707.50
IOWA SOLUTIONS INC	INSTALL OM,OMSA-PD	125.00
JAY A ARNOLD	REFEREE-P&REC	135.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JORDAN AXTELL	REFEREE-P&REC	60.00
LISBON ELECTRIC	REPLACE BALLAST-P&A	109.32
MIDWEST WHEEL CO	CHIP BOX MAINT-RUT	40.80
MOEL, STEVE	FITNESS MEMBERSHIP-PD	100.00
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
PACE SUPPLY	CHALK-SEW	25.00
PAYROLL	CLAIMS	53,465.88
RACOM CORPORATION	P-25 RADIO-FD	419.32
RICKLEFS EXCAVATING	1ST STREET INTERSECTION	25,735.92
SAM KRINGLEN	REFEREE-P&REC	135.00
SCHIMBERG COMPANY	SOCKET SET-WAT	120.90
STAPLES ADVANTAGE	SUPPLIES-P&A	111.42
STATE HYGIENIC LAB	TESTING-SEW	1,897.50
STORM STEEL	4X8 STEEL SHEETS-RUT	336.75
SUE RIPKE	MILEAGE-P&A	18.36
TASC	ADMIN FEE-ALL DEPTS	250.49
TREAT AMERICA FOOD SERVICES	MEALS-PD	81.52
UNITYPOINT CLINIC	DRUG TESTING-WAT,SEW	37.00
WENDLING QUARRIES	SAND/MAIN BREAKS-WAT	160.89
WEX BANK	FUEL-PD,PW	1,259.92
	TOTAL	138,027.33

Discussion and Consideration of Purchasing Chalk for the Chalk the Walk Festival – Community/Recreation Center - Council Action as Needed. Because the chalk sold out at last year's Chalk the Walk event staff is asking Council to approve the purchase of approximately \$4,000.00 worth of chalk for this year. The City receives the revenue from the re-sale of the chalk and any chalk not used will be kept for the following year. Motion to approve the chalk purchase made by Rose, seconded by Christensen. Carried all.

Discussion and Consideration of Purchasing Soccer Goals for Parks and Recreation Program - Council Action as Needed. In the FY17 budget \$8,000.00 was earmarked for the purchase of new and replacement soccer goals. Staff is asking Council to consider the purchase of both full-size and youth soccer goals. Three quotes were received. The BSN Sports quote for the smaller soccer balls is exclusive to this dealer. The recommendation is to go through BSN Sports for \$3,692.14. Motion to approve the purchase of the soccer goals from BSN Sports, seconded by Roudabush. Carried all.

Reports to be Received/Filed

Mt. Vernon Police Report. In January Police Chief Shannon said there were 7 collisions and 24 reported incidents. Reports included juvenile runaway, domestic dispute, illegal dumping, public intox as well as

others. The reported incidents resulted in five arrests for the month. Officer Daubs attended a meeting with CRPD Range Officials regarding contracted use of the CRPD range. He was advised that they will be implementing a daily use fee in addition to the contracted amounts paid by the agencies that use the range. This fee will be \$90-100.00 per training day. Officers worked a total of 12 hours of extra traffic enforcement this month. Supplementing police coverage for the City of Lisbon has resulted in 5,176 minutes of patrol, 664 service calls and 390 minutes of administrative time. Officer Mehlert will pass his one year probationary period on March 14th. Chief Shannon recommended he be moved to the Patrol II grade at that time.

Mt. Vernon Public Works Report. Public Works Director Nick Nissen said there were City crews worked on three water main breaks this past month. The water tower has equipment on it to regulate the level of water in the tank. This equipment failed resulting in water flowing from the overflow drain. The equipment has been repaired. City crews have started to trim trees in the ROW.

Mt. Vernon Parks and Rec Report. Park and Rec director Matt Siders was notified that the City will receive a Trees Forever grant in the amount of \$4,350.00 for 25 trees. Twenty of these will be planted in the ROW as part of the Urban Forestry Program, two will be planted at the pool and three at the cemetery. Siders thanked all who participated in the Boys Basketball season. Swim lesson dates are being finalized and will be published in March. Katey Forrest will again manage the pool for summer 2017. Chalk the Walk meetings are held every two weeks until April when there will be weekly meetings.

Discussion Items (No Action)

Mt. Vernon Garbage Contract. Nosbisch explained that the contract with Wapsi Waste will be expiring in July, 2017 and was looking to Council for direction on what they wanted to do; continue with Wapsi (work on a new contract) or send out RFP's (Request For Proposal). The difficult part of sending out proposals will be trying to compare the same services. The City's current system uses tags but other haulers use an automated system Wapsi does not have an automated truck. If the City sent out RFP's for an automated system Wapsi Waste probably would not be able to submit. The two complaints that Nosbisch said he has heard was the inconvenience of having to use tags and the businesses that buy the tags in bulk for re-sale lose money when those tags are purchased with a credit card. The City does not take credit card payments. So far this fiscal year the garbage (Solid Waste) system has a credit of about \$18K so there isn't a lot of room to offer businesses breaks. Roudabush said that his only complaint is with the leaf pickup program; they sometimes don't get picked up in a timely manner which kills the grass. Nosbisch said that this can be discussed as part of the negotiation process and is a service that other waste haulers do not offer. It has been discussed that the City take over leaf pick up but disposal would be a problem. If there was a compost site Nosbisch said he would be more apt to suggest that the City take it over. Leaf pick up costs the City about \$25-30,000.00 per year (7 week pickup in the fall, 3 weeks in the spring). Karmin McShane, Executive Director for the Cedar Rapids Linn County Solid Waste Agency was present and said the current tag system encourages recycling. Food waste could be recycled but it has to be in a container. McShane continued saying there are a lot of options just in contract language to ensure that the City is maximizing recycling in the way the contract is structured no matter who the waste hauler is and volunteered to help. Nosbisch suggested that the Wapsi Waste contract be extended for one year giving the City time to research more options.

FY 2018 Budget Discussions. Nosbisch asked Council if there were any last questions about the FY18 budget. When asked what the source of new growth was Nosbisch said he attributed it to property re-assessments.

Reports of Mayor/Council/Administrator

Committee Reports. Wieseler reported on the Sustainability Committee saying that their next meeting will be held on February 28, 2017. Their "wish list" consisted of a few items; solar panels on City Hall, a vehicle

charging port somewhere downtown, meeting with OPN to make the community center as energy efficient as possible.

City Administrator's Report. The full set of construction drawings for the first two phases of the Hwy 30 bypass has been received and available for viewing at City Hall. Job descriptions for summer interns are being finalized. Staff met with the Mount Vernon School Board and reviewed upcoming City projects.

Closed Session

Pursuant to Chapter 21.5 (1) J., the City Council may enter into closed session, "To discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property." Rose motioned to go into closed session, seconded by Christensen. Carried all. The time being 7:24 p.m. Exit Closed Session. Tuerler motioned to come out of closed session, seconded by Christensen. Carried all. The time being 8:04 p.m. Council directed City Administrator Nosbisch to continue with the purchase of particular real estate.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 8:05 p.m., February 22, 2017.

Respectfully submitted,
Sue Ripke
City Clerk

February 27, 2017
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The Mount Vernon City Council met February 27, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Christensen and Rose. Absent: Tuerler and Wieseler. Also in attendance were members of the Demolition Ordinance Committee.

Call to Order. Mayor Jamie Hampton called the meeting to order at 6:06 p.m.

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

Discussion Items (No Action)

Proposed Demolition Ordinance. A work session was held to review the proposed demolition ordinance. Discussion focused on the purpose and intent of the ordinance, which was to maintain the historical value of certain homes in Mount Vernon, keep waste from demolished structures out of landfills and maintain a tax base. This ordinance would allow for a waiting period before demolition could occur and give individuals an opportunity to move structures slated for demolition. Areas of concern were enforcement of the ordinance and what would happen once the waiting period was up and possibly excluding certain repair projects from the ordinance. Council would also like to see a purpose section added to the ordinance. Changes will be incorporated into the proposed ordinance and another work session will be held on March 27, 2017 at 6:30 p.m.

Wieseler arrived at 6:28 p.m.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 7:53 p.m., February 27, 2017.

Respectfully submitted,
Marsha Dewell
Deputy Clerk

E. Public Hearing

AGENDA ITEM # E – 1

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

DATE:	March 1, 2017
AGENDA ITEM:	Public Hearing – FY 2017-2018 Proposed Budget
ACTION:	Motion

SYNOPSIS: Enclosed you will find a copy of the FY 18 budget power point.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Presentation

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/1/17

CITY OF MT. VERNON FY17-18 BUDGET

FY 2018-2019 BUDGET TIMETABLE

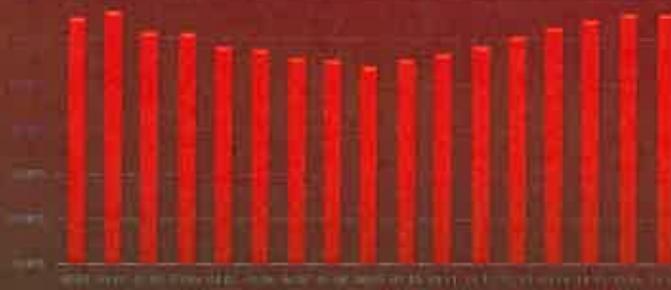
- October 2017
Budget Worksheets Distributed
- October 2017 through January 2018
Capital Projects Discussed – Borrowing Process Initiated
- December 2017
Departmental Asking Assembled
- Tentative Dates - January 3, January 15, and February 5, 2018
General Budget Review by Council – Set Public Hearing Date
- February 19, 2018
Budget Review by Council – Final Review of Budget by City Council
- March 5, 2018
Public Hearing Introducing FY 18-19 Budget and Adoption
- March 15, 2018
Budget Certified to County Auditor
- July 1, 2018
FY 18-19 Budget Year Starts

BUDGET REVISIONS IN REVIEW

Tax Levy and Rollback Changes

- ▶ Tax Levy stable at \$12.99899
- ▶ Residential Roll-back from 55.6259% to 56.9391%
- ▶ Commercial Roll-back stays at 90%
- ▶ Agricultural Roll-back from 46.1068% to 47.4996%
- ▶ Industrial Roll-back stays at 90%
- ▶ Multi-Family Roll-back from 86.25% to 82.5%

RESIDENTIAL PROPERTY TAX ROLLBACK HISTORY



FY 17-18 increased to 56.9391%

MT. VERNON PROPERTY TAX LEVY

Effect on a \$100,000 home with the residential rollback

$$2017 - \$100,000 \times .556259\% = \$55,626$$

$$\$55,626 / 1000 \times \$12.999 = \$723.08$$

$$2018 - \$100,000 \times .569391\% = \$56,939$$

$$\$56,939 / 1000 \times \$12.999 = \$740.15$$

Increase of \$17.07 for the Year

CITY PROPERTY TAX LEVIES, FY 17-18

(Levy rates are \$ per \$1,000 of taxable valuation)

- ❖ General Government \$8.10 (unchanged)
- ❖ Employee Benefits \$2.32487
- ❖ Tort Liability \$1.35912
- ❖ Emergency Levy \$0.27000
- ❖ Library Support Levy \$0.27000
- ❖ Capital Projects \$0.67500 (Fire Equip.)
- ❖ Total \$12.99

TAX HISTORY (WITH UTILITY REPLACEMENT)

Fiscal Year	Total Volume	General Fund Dollars	Total Property Taxes	% General Fund Change
FY 2010-2011	\$95,355,586	\$772,380	\$1,259,809	
FY 2011-2012	\$105,188,896	\$852,030	\$1,383,592	9.35%
FY 2012-2013	\$107,883,071	\$873,853	\$1,405,661	2.50%
FY 2013-2014	\$114,346,778	\$926,209	\$1,489,821	5.65%
FY 2014-2015	\$124,713,126	\$1,010,176	\$1,625,193	8.31%
FY 2015-2016	\$126,122,069	\$1,021,589	\$1,643,313	1.12%
FY 2016-2017	\$126,885,416	\$1,027,772	\$1,653,815	0.60%
FY 2017-2018	\$134,646,270	\$1,090,635	\$1,754,156	5.74%

GENERAL EXPENDITURES

- ▶ Public Safety = \$897,188
- ▶ Cultural & Recreational = \$540,932
- ▶ Public Works = \$0
- ▶ General Government = \$596,245
- ▶ Community Development = \$79,800
- ▶ Transfers Out = \$58,000

Total = \$2,172,165

BUSINESS/ENTERPRISE EXPENDITURES

- ▶ Wastewater = \$607,553
- ▶ Water = \$587,145
- ▶ Garbage = \$433,929
- ▶ Storm Water = \$60,150
- ▶ Transfers Out = \$365,105

Total = \$2,053,882

OTHER LISTED EXPENDITURES

- ▶ Special Revenues = \$1,254,334
- ▶ Capital Projects = \$2,566,759
- ▶ Debt Service = \$961,485
- ▶ TIF Special Revenues = \$399,231

Total = \$5,181,809

FUNDING SOURCES – GENERAL FUND

- ▶ Property Taxes = \$1,291,337
 - ▶ Transfers = \$419,768
 - ▶ Charges for Services = \$199,200
 - ▶ Other City Taxes = \$96,194
 - ▶ Miscellaneous = \$58,100
 - ▶ Intergovernmental = \$40,852
 - ▶ Use of Money & Property = \$73,125
 - ▶ Licenses & Permits = \$39,000
 - ▶ Special Assessments = \$0
- Total = \$2,217,576

FUNDING SOURCES – OTHER CATEGORIES

- ▶ Capital Projects = \$2,069,638
- ▶ Special Revenue = \$957,374
- ▶ Debt Service = \$961,485
- ▶ Permanent Fund = \$1,500
- ▶ TIF (Econ. Dev) = \$740,000
- ▶ Proprietary = \$2,109,800

Total = \$6,839,797

FY 18 CAPITAL PROJECTS

- 4th Ave. St. W. Address Sign - \$100,000
- Fire Station #3170 - Gas and Diesel Lines - \$147,000
- Seward Park Access - \$100,000
- Public Facilities - \$200,000
- Fire Station #300 - \$100,000
- Medical Center - \$50,000
- Street Closures - \$10,000
- Downtown Signage - \$75,000
- Downtown Public Key Facilities - \$20,000
- Downtown Alley Lighting - \$50,000
- 1550 4th St. Equipment - \$20,000
- Police Vehicle - \$50,000
- Community Center Phase II - \$300,000
- Corridor Plan - \$80,000
- Fire Department Air packs - \$180,000

Total = \$2,438,000

FY 2016-2017 TOTAL

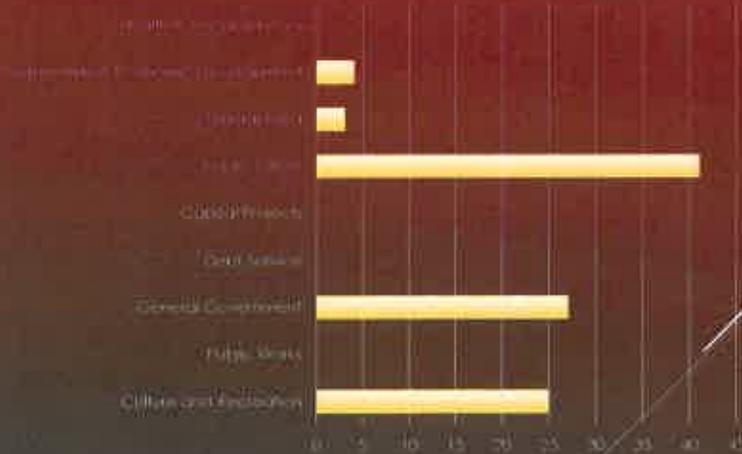
\$9,407,856

FY 2016-2017 was \$7,637,332 – FY 2018 will see a significant increase in capital projects (approx. \$2.6 million)

GENERAL FUND EXPENDITURES – CITIES WITH POPULATIONS 3,000 TO 9,999 (FY 2015)



GENERAL FUND EXPENDITURES – MT. VERNON



PROPERTY TAX COMPARABLES

Community	Levy	Millage	2014 Property Tax
• Marshalltown - 1,172	\$17.94	124.08	116
• Ottumwa - 1,027	15.77	117.74	115
• Mt. Vernon - 946	14.87	109.42	110
• Dubuque - 1,042	14.82	111.18	108
• Boone - 1,003	13.77	111.08	107
• Des Moines - 20,319	10.34	116.17	107
• Waterloo - 1,114	14.14	107.51	106
• Council Bluffs - 1,004	13.88	120.81	105
• Cambridge - 1,441	11.88	110.87	105
• Mount Vernon - 1,506	11.21	111.04	104
• Johnston - 1,178	13.12	117.71	103
• Davenport - 13,222	11.07	121.42	103
• Ankeny - 1,020	14.17	117.77	101
• Chicago - 3,651	14.74	122.74	101
• Independence - 1,006	13.39	119.63	101
• Waukee - 1,141	11.24	121.89	100
• Mason - 1,102	12.98	130.09	100
• Clarion - 11,768	10.82	130.79	100
• North Liberty - 12,074	11.01	132.24	102
• Salem - 1,017	13.83	121.16	99

MT. VERNON TAXES IN COMPARISON

- ▶ Approximately 282 Cities with a population of 1,000 or more, of which, 181 have a higher City levy.
- ▶ Mt. Vernon Overall Levy ranks #593 (592 have smaller City levies) out of 946 Cities in Iowa.
- ▶ The Average Levy for all Cities in Iowa is \$11.92. For Cities with a population of 1,000 or more, the average levy rate is \$14.02.
- ▶ Mt. Vernon is the 859th largest Community in Iowa (out of 946).

MT. VERNON GENERAL OBLIGATION DEBT AND CAPACITY

- ▶ Statutory debt limit (5% of 100% Valuation) - \$12,624,670
- ▶ Debt for the 2016-2017 FY - \$7,355,000
- ▶ GO debt scheduled for retirement - \$735,000
- ▶ The community/recreation center project will determine FY 2018 borrowing. Other borrowing will include sewer revenue debt (does not count against statutory debt limit)
- ▶ 20% contingency reserve - \$2,524,934
- ▶ Approximate capacity remaining minus the reserve - \$3,479,736
- ▶ Total capacity remaining for FY 18 - \$6,004,670 or 47.56%

QUESTIONS?

G. Resolutions for Approval

57-548

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

Resolution No.: _____

The City of: Mount Vernon

County Name: LINN

Date Budget Adopted: _____

(Date) 12/22/17

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

County Auditor Data Stamp		Telephone Number		Signature			
		January 1, 2016 Property Valuations					
		With Gas & Electric		Without Gas & Electric		Last Official Census	
		Regular	2a	134,646,270	2b	132,328,978	4,506
		DEBT SERVICE	3a	151,718,651	3b	149,401,389	
Ag Land	4a	1,295,787					

TAXES LEVIED						
Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate	
384.1	8.10000	Regular General Levy	5 1,090,635	1,071,865	43	8.10000
Non-Voted Other Permissible Levies						
12(8)	0.87500	Contract for use of Bridge	6	0	44	0
12(10)	0.95000	Opr & Maint publicly owned Transit	7	0	45	0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8	0	46	0
12(12)	0.13600	Opr & Maint of City owned Civic Center	9	0	47	0
12(13)	0.06760	Planning a Sanitary Disposal Project	10	0	48	0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	48	0
12(15)	0.06760	Levee Impr. fund in special charter city	13	0	51	0
12(17)	Amt Nec	Liability, property & self insurance costs	14 183,000	179,851	52	1.35912
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465	0
Voted Other Permissible Levies						
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53	0
12(2)	0.81000	Memorial Building	16	0	54	0
12(3)	0.13500	Symphony Orchestra	17	0	56	0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56	0
12(5)	As Voted	County Bridge	19	0	57	0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58	0
12(9)	0.03375	Aid to a Transit Company	21	0	58	0
12(16)	0.20500	Maintain Institution received by gift/devise	22	0	60	0
12(18)	1.00000	City Emergency Medical District	463	0	466	0
12(20)	0.27000	Support Public Library	23 36,354	35,729	61	0.27000
28E.22	1.50000	Unified Law Enforcement	24	0	62	0
Total General Fund Regular Levies (5 thru 24)			25 1,309,989	1,287,445		
384.1	3.00375	Ag Land	26 3,892	3,892	63	3.00375
Total General Fund Tax Levies (25 + 26)			27 1,313,881	1,291,337	Do Not Add	
Special Revenue Levies						
384.8	0.27000	Emergency (if general fund at levy limit)	28 36,354	35,729	64	0.27000
384.6	Amt Nec	Police & Fire Retirement	29	0	0 0.71298 1.61189	
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 96,000	94,348		
Rules	Amt Nec	Other Employee Benefits	31 217,035	213,300		
Total Employee Benefit Levies (29,30,31)			32 313,035	307,848	65	2.32487
Sub Total Special Revenue Levies (28+32)			33 349,389	343,377		
Valuation						
386	As Req	With Gas & Elec	Without Gas & Elec			
	SSMID 1 (A)			34	0	66
	SSMID 2 (A)			35	0	67
	SSMID 3 (A)			36	0	68
	SSMID 4 (A)			37	0	69
	SSMID 5 (A)			555	0	565
	SSMID 6 (A)			556	0	566
	SSMID 7 (A)			1177	0	###
	SSMID 8 (A)			1185	0	###
Total Special Revenue Levies			39 349,389	343,377		
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 0	0	70	0
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 90,886	89,322	71	0.67500
Total Property Taxes (27+39+40+41)			42 1,754,156	1,724,036	72	12.99899

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

CHECK CITY VALUATIONS

Taxable Valuations By Class By Levy Authority
100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of Mount Vernon

	(A) Commercial - Non-TIF	(B) Commercial - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1	22,923,426	2,586,804	656,661	69,729
2	25,759,006	2,586,804	737,371	69,729

REPLACEMENT \$ FILLS TO:

3	General Fund	\$25,252	REVENUES, LINE 18, COL (C)
4	Special Fund	\$6,735	REVENUES, LINE 18, COL (D)
5	Debt Fund	\$0	REVENUES, LINE 18, COL (F)
6	Capital Reserve Fund	\$1,752	REVENUES, LINE 18, COL (G)

REPLACEMENT PAYMENT PERCENTAGE

Beginning in FY 2017-2018, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be prorated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.

53%	
52%	
51%	
50%	
89%	89%
88%	
87%	

* Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.

	(A) General	(B) Special Revenue	(C) TIF Sp. Revenue	(D) Debt Service	(E) Capital Projects	(F) Proprietary
Other State Grants & Reimbursements	\$15,800				\$59,000	

Commercial & Industrial Replacement Claim Estimation

For SSMIDs

The City of Mount Vernon

SSMID	(A) Commercial - Reg		(B) Industrial - Reg		Replacement \$
	Taxable	Assessed	Taxable	Assessed	
SSMID 1	1				\$0
	2				
SSMID 2	1				\$0
	2				
SSMID 3	1				\$0
	2				
SSMID 4	1				\$0
	2				
SSMID 5	1				\$0
	2				
SSMID 6	1				\$0
	2				
SSMID 7	1				\$0
	2				
SSMID 8	1				\$0
	2				

1	Special Fund	REPLACEMENT \$
		\$0

Mount Vernon

Fund Balance Worksheet for City of

		2016				2017				2018				
		(A)	(B)	(C)	(D)	(E)	(G)	(H)	(I)	(J)				
		General	Special Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Total Government	Proprietary	Grand Total				
(1) Annual Report FY														
1	Beginning Fund Balance July 1	1,101,125	973,676	505,433	-119,439	3,242,930	86,255	5,789,980	1,355,064	7,145,044				
2	Actual Revenues Except Beg Bal	1,888,932	1,099,063	783,628	1,658,436	1,692,559	1,920	7,124,238	2,005,856	9,130,094				
3	Actual Expenditures Except End Bal	1,674,556	1,326,840	793,428	1,432,862	2,829,599	0	8,057,285	2,005,167	10,062,452				
4	Ending Fund Balance June 30	1,315,501	745,899	495,633	106,135	2,105,890	87,875	4,856,933	1,355,753	6,212,686				
(2) Re-Estimated FY														
5	Beginning Fund Balance	1,315,501	745,899	495,633	106,135	2,105,890	87,875	4,856,933	1,355,753	6,212,686				
6	Re-Est Revenues	1,893,849	1,098,548	740,000	1,323,355	785,360	1,000	5,842,112	2,063,141	7,905,253				
7	Re-Est Expenditures	1,827,228	1,104,377	567,646	1,323,355	589,675	0	5,412,281	2,063,384	7,475,665				
8	Ending Fund Balance	1,382,122	740,070	667,987	106,135	2,301,575	88,875	5,286,764	1,355,510	6,642,274				
(3) Budget FY														
9	Beginning Fund Balance	1,382,122	740,070	667,987	106,135	2,301,575	88,875	5,286,764	1,355,510	6,642,274				
10	Revenues	2,217,576	957,374	740,000	961,485	2,069,638	1,500	6,947,572	2,109,800	9,057,372				
11	Expenditures	2,172,165	1,254,334	399,231	961,485	2,566,759	0	7,353,974	2,053,882	9,407,856				
12	Ending Fund Balance	1,427,533	443,110	1,008,756	106,135	1,804,454	90,375	4,880,362	1,411,428	6,291,790				

* The figures in section (1) are taken from FORM F-66(A-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2016

** The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF Mount Vernon

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used

	Request with Utility Replacement (A)	Property Taxes Levied (B)
1	Portion of General Fund Levy Used for Emerg. Mgmt. Comm. <input type="text" value="0"/>	0
2	Support of a Local Emerg.Mgmt.Comm. 0	0
3	TOTAL FOR FISCAL YEAR 2018 0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1
 RE-ESTIMATED Fiscal Year Ending 2017

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2017 (J)	ACTUAL 2016 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	708,041							708,041	623,914
Jail	2								0	0
Emergency Management	3	10,400							10,400	8,900
Flood Control	4								0	0
Fire Department	5	72,019							72,019	56,797
Ambulance	6	13,500							13,500	13,518
Building Inspections	7	15,000							15,000	11,609
Miscellaneous Protective Services	8								0	0
Animal Control	9	800							800	615
Other Public Safety	10								0	0
TOTAL (lines 1 - 10)	11	819,760	0	0	0	0	0	0	819,760	715,353
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12		360,410						360,410	354,067
Parking - Meter and Off-Street	13								0	0
Street Lighting	14		42,000						42,000	41,067
Traffic Control and Safety	15								0	0
Snow Removal	16		14,000						14,000	18,546
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport	19								0	0
Garbage	20								0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	0	416,410	0	0	0	0	0	416,410	413,680
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL (lines 23 - 29)	30	0	0	0	0	0	0	0	0	0
CULTURE & RECREATION										
Library Services	31	65,000							65,000	58,000
Museum, Band and Theater	32	1,000							1,000	1,000
Parks	33	230,000							230,000	194,485
Recreation	34	144,725							144,725	147,571
Cemetery	35	30,850							30,850	19,605
Community Center, Zoo, & Marina	36	12,998							12,998	12,998
Other Culture and Recreation	37	37,750							37,750	21,801
TOTAL (lines 31 - 37)	38	522,323	0	0	0	0	0	0	522,323	455,460

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2
RE-ESTIMATED Fiscal Year Ending 2017

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
		GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2017	ACTUAL 2016
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
GOVERNMENT ACTIVITIES CONT.										
COMMUNITY & ECONOMIC DEVELOPMENT										
39	Community Beautification	2,500							2,500	2,565
40	Economic Development	70,000							70,000	80,085
41	Housing and Urban Renewal								0	0
42	Planning & Zoning	6,400							6,400	7,863
43	Other Com & Econ Development								0	0
44	TOTAL (lines 39 - 44)	78,900	0	0			0		78,900	90,503
GENERAL GOVERNMENT										
46	Mayor, Council, & City Manager	9,045							9,045	6,385
47	Clerk, Treasurer, & Finance Adm.	200,000							200,000	226,410
48	Elections	3,500							3,500	3,241
49	Legal Services & City Attorney	45,000							45,000	45,483
50	City Hall & General Buildings	126,700							126,700	131,652
51	Tort Liability		180,000						180,000	135,727
52	Other General Government	1,000							1,000	89
53	TOTAL (lines 46 - 52)	385,245	180,000	0			0		565,245	548,987
DEBT SERVICE										
54	Gov Capital Projects				1,323,355				1,323,355	1,423,343
55	TIF Capital Projects		84,131			380,111			464,242	2,650,530
56	TOTAL CAPITAL PROJECTS	0	84,131	0		380,111	0		464,242	2,650,530
57	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	1,806,228	680,541	0	1,323,355	380,111	0		4,190,236	6,297,836
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
59	Water Utility							479,560	479,560	418,140
60	Sewer Utility							490,815	490,815	428,557
61	Electric Utility							0	0	0
62	Gas Utility							0	0	0
63	Airport							386,870	386,870	403,656
64	Landfill/Garbage							0	0	0
65	Transit							0	0	0
66	Cable TV, Internet & Telephone							0	0	0
67	Housing Authority							0	0	0
68	Storm Water Utility							150,785	150,785	116,891
69	Other Business Type (city hosp., ISF, parking, etc.)							0	0	0
70	Enterprise DEBT SERVICE							0	0	0
71	Enterprise CAPITAL PROJECTS							0	0	0
72	Enterprise TIF CAPITAL PROJECTS							0	0	0
73	TOTAL BUSINESS TYPE EXPENDITURES (lines 56 - 68)							1,508,030	1,508,030	1,367,246
74	TOTAL ALL EXPENDITURES (lines 58+74)	1,806,228	680,541	0	1,323,355	380,111	0	1,508,030	5,698,265	7,665,082
75	Regular Transfers Out	21,000	423,836			209,564		555,354	1,209,754	1,603,942
76	Internal TIF Loan Transfers Out			567,646					567,646	793,428
77	Total ALL Transfers Out	21,000	423,836	567,646	0	209,564	0	555,354	1,777,400	2,397,370
78	Total Expenditures and Other Fin Uses (lines 73+74)	1,827,228	1,104,377	567,646	1,323,355	589,675	0	2,063,384	7,475,665	10,062,452
79	Ending Fund Balance June 30	1,382,122	740,070	667,987	106,135	2,301,575	88,873	1,355,510	6,642,274	6,212,686

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

RE-ESTIMATED REVENUES DETAIL
RE-ESTIMATED Fiscal Year Ending 2017

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2017 (J)	ACTUAL 2016 (K)
REVENUES & OTHER FINANCING SOURCES										
1	Taxes Levied on Property	1,065,831	502,298			84,042			1,652,171	1,676,433
2	Less: Uncollected Property Taxes - Levy Year								0	0
3	Net Current Property Taxes (lines 1 minus line 2)	1,065,831	502,298			84,042			1,652,171	1,676,433
4	Delinquent Property Taxes								0	0
5	TIF Revenues			740,000					740,000	782,727
6	Other City Taxes:									
7	Utility Tax Replacement Excise Taxes									
8	Utility franchise tax (from Code Chapter 364.3)									
9	Parimutuel wager tax									
10	Gaming wager tax									
11	Mobile Home Taxes	3,700							3,700	3,697
12	Hotel/Motel Taxes	80,000							80,000	82,662
13	Other Local Option Taxes								637,000	615,285
14	Subtotal - Other City Taxes (lines 6 thru 12)	83,700	0		0				720,700	681,644
15	Licenses & Permits	33,000							33,000	34,772
16	Use of Money & Property	70,050						5,200	75,250	82,333
17	Intergovernmental:									
18	Federal Grants & Reimbursements	1,200			45,781				46,981	68,677
19	Road Use Taxes		580,000						580,000	566,848
20	Other State Grants & Reimbursements	36,900	6,000			2,000			44,900	114,128
21	Local Grants & Reimbursements									
22	Subtotal - Intergovernmental (lines 18 thru 19)	38,100	586,000		45,781	2,000		0	671,881	738,651
23	Charges for Fees & Service:									
24	Water Utility							688,000	688,000	659,895
25	Sewer Utility							787,400	787,400	787,370
26	Electric Utility									
27	Gas Utility									
28	Parking									
29	Airport							295,000	295,000	294,971
30	Landfill/Garbage									
31	Hospital									
32	Transit									
33	Cable TV, Internet & Telephone									
34	Housing Authority									
35	Storm Water Utility							80,500	80,500	76,810
36	Other Fees & Charges for Service	181,650							181,650	155,609
37	Subtotal - Charges for Service (lines 21 thru 34)	181,650	0		0	0	0	1,850,900	2,012,550	1,974,655
38	Special Assessments									
39	Miscellaneous	58,750	2,000					160,541	222,291	385,509
40	Other Financing Sources:									
41	Regular Operating Transfers In	382,768	8,250					46,500	1,209,754	1,603,942
42	Internal TIF Loan Transfers In					62,318			567,646	763,428
43	Subtotal ALL Operating Transfers In	382,768	8,250			62,318		46,500	1,777,400	2,387,370
44	Proceeds of Debt (Excluding TIF Internal Borrowing)									
45	Proceeds of Capital Asset Sales									
46	Subtotal-Other Financing Sources (lines 36 thru 43)	382,768	8,250		1,277,564	62,318		46,500	1,777,400	2,772,370
47	Total Revenues except for beginning fund balance									
48	(lines 3, 4, 5, 12, 13, 14, 18, 33, 34, 35, & 39)	1,893,849	1,088,548	740,000		786,360	1,000	2,063,141	7,905,253	9,130,094
49	Beginning Fund Balance July 1	1,315,501	745,899	495,633		2,105,880		87,875	6,212,686	7,145,044
50	TOTAL REVENUES & BEGIN BALANCE (lines 47-49)	3,209,350	1,844,447	1,235,633		2,891,250		3,418,884	14,117,939	16,275,138

EXPENDITURES SCHEDULE PAGE 1
Fiscal Year Ending 2018

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
GOVERNMENT ACTIVITIES											
PUBLIC SAFETY											
Police Department/Crime Prevention	1	784,783							784,783	708,041	623,914
Jail	2								0	0	0
Emergency Management	3	10,400							10,400	10,400	8,900
Flood Control	4								0	0	0
Fire Department	5	72,680	20,000						92,680	72,019	56,797
Ambulance	6	13,525							13,525	13,500	13,518
Building Inspections	7	15,000							15,000	15,000	11,609
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	800							800	800	615
Other Public Safety	10								0	0	0
TOTAL (lines 1 - 10)	11	897,188	20,000						917,188	819,760	715,353
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12		496,305						496,305	360,410	354,067
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14		43,000						43,000	42,000	41,067
Traffic Control and Safety	15								0	0	0
Snow Removal	16		19,000						19,000	14,000	18,546
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport	19								0	0	0
Garbage	20								0	0	0
Other Public Works	21		558,305						558,305	416,410	413,680
TOTAL (lines 12 - 21)	22	0	558,305						558,305	416,410	413,680
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL (lines 23 - 29)	30	0	0						0	0	0
CULTURE & RECREATION											
Library Services	31	75,000							75,000	65,000	58,000
Museum, Band and Theater	32	1,000							1,000	1,000	1,000
Parks	33	228,500							228,500	230,000	194,485
Recreation	34	156,234							156,234	144,725	147,571
Cemetery	35	26,450							26,450	30,850	19,605
Community Center, Zoo, & Marina	36	12,998							12,998	12,998	12,998
Other Culture and Recreation	37	40,750							40,750	37,750	21,801
TOTAL (lines 31 - 37)	38	540,932	0						540,932	522,323	455,460

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2018

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
GOVERNMENT ACTIVITIES CONT.		GENERAL REVENUES	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2018	RE-ESTIMATED 2017	ACTUAL 2016
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
GOVERNMENT ACTIVITIES CONT.											
COMMUNITY & ECONOMIC DEVELOPMENT											
39	Community Beautification	2,500							2,500	2,500	2,555
40	Economic Development	70,000							70,000	70,000	80,085
41	Housing and Urban Renewal								0	0	0
42	Planning & Zoning	7,300							7,300	6,400	7,863
43	Other Com & Econ Development								0	0	0
44											
45	TOTAL (lines 39 - 44)	79,800	0	0			0		79,800	78,900	90,503
GENERAL GOVERNMENT											
46	Mayor, Council, & City Manager	9,045							9,045	9,045	6,365
47	Clerk, Treasurer, & Finance Adm.	229,550							229,550	200,000	226,410
48	Elections	6,000							6,000	3,500	3,241
49	Legal Services & City Attorney	50,000							50,000	45,000	45,483
50	City Hall & General Buildings	121,150							121,150	126,700	131,652
51	Tort Liability	180,000							180,000	180,000	135,727
52	Other General Government	500							500	1,000	89
53	TOTAL (lines 46 - 52)	596,245	0	0			0		596,245	565,245	548,967
54	DEBT SERVICE				961,485				961,485	1,323,355	1,423,343
55	Gov Capital Projects					2,206,000			2,206,000	484,242	2,650,530
56	TIF Capital Projects								0	0	0
57	TOTAL CAPITAL PROJECTS	0	0	0		2,206,000	0		2,206,000	484,242	2,650,530
58	TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	2,114,165	576,305	0	961,485	2,206,000	0		5,859,955	4,190,235	6,297,836
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
59	Water Utility								587,145		418,140
60	Sewer Utility								607,553		428,557
61	Electric Utility								0	0	0
62	Gas Utility								0	0	0
63	Airport								433,929		403,656
64	Landfill/Garbage								0	386,870	0
65	Transit								0	0	0
66	Cable TV, Internet & Telephone								0	0	0
67	Housing Authority								0	0	0
68	Storm Water Utility								60,150		116,891
69	Other Business Type (city hosp., ISF, parking, etc.)								0	150,785	0
70	Enterprise DEBT SERVICE								0	0	0
71	Enterprise CAPITAL PROJECTS								0	0	0
72	Enterprise TIF CAPITAL PROJECTS								0	0	0
73	TOTAL Business Type Expenditures (lines 59 - 73)								1,668,777	1,508,030	1,367,246
74	TOTAL ALL EXPENDITURES (lines 58+74)	2,114,165	576,305	0	961,485	2,206,000	0		7,548,732	5,698,265	7,665,082
75	Regular Transfers Out	58,000	676,029			360,759			1,459,893	1,209,754	1,603,942
76	Internal TIF Loan / Repayment			399,231					389,231	567,646	793,428
77	Total ALL Transfers Out	58,000	676,029	399,231	0	360,759	0		1,859,124	1,777,400	2,397,370
78	Total Expenditures & Fund Transfers Out (lines 58+75-79)	2,172,165	1,254,334	399,231	961,485	2,566,759	0		9,407,856	7,475,665	10,062,452
79	Ending Fund Balance June 30	1,427,533	443,110	1,008,756	106,135	1,804,454	90,375	1,411,428	6,291,790	6,642,274	6,212,686

* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

CITY OF

Mount Vernon

Department of Management

ADOPTED BUDGET SUMMARY
YEAR ENDED JUNE 30, 2018

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
		(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2018	2017	2016
		(C)	(D)	REVENUES	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	1,291,337	343,377		0	89,322			1,724,036	1,652,171	1,676,433
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	1,291,337	343,377		0	89,322			1,724,036	1,652,171	1,676,433
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			740,000					740,000	740,000	782,727
Other City Taxes	6	96,194	6,012		0	619,564			721,770	720,700	681,644
Licenses & Permits	7	39,000	0		0	0			39,000	33,000	34,772
Use of Money and Property	8	73,125	0		0	0		2,300	75,425	75,250	82,333
Intergovernmental	9	40,852	564,735	0	46,879	60,752			713,217	671,891	739,651
Charges for Fees & Service	10	199,200	0		0	0		1,880,000	2,079,200	2,012,550	1,974,655
Special Assessments	11	0	0		0	0		0	0	0	0
Miscellaneous	12	58,100	0		0	0	1,500	146,000	205,600	222,291	385,509
Sub-Total Revenues	13	1,797,808	914,124	740,000	46,879	769,638	1,500	2,028,300	6,298,248	6,127,853	6,357,724
Other Financing Sources:											
Total Transfers In	14	419,768	43,250	0	914,606	400,000		81,500	1,859,124	1,777,400	2,397,370
Proceeds of Debt	15	0	0	0	0	900,000		0	900,000	0	375,000
Proceeds of Capital Asset Sales	16	0	0	0	0	0		0	0	0	0
Total Revenues and Other Sources	17	2,217,576	957,374	740,000	961,485	2,069,638	1,500	2,109,800	9,057,372	7,905,253	9,130,094
Expenditures & Other Financing Uses											
Public Safety	18	897,188	20,000	0	0	0		0	917,188	819,760	715,353
Public Works	19	0	558,305	0	0	0		0	558,305	416,410	413,680
Health and Social Services	20	0	0	0	0	0		0	0	0	0
Culture and Recreation	21	540,932	0	0	0	0		0	540,932	522,323	455,460
Community and Economic Development	22	79,800	0	0	0	0		0	79,800	78,900	90,503
General Government	23	596,245	0	0	0	0		0	596,245	565,245	548,967
Debt Service	24	0	0	0	961,485	0		0	961,485	1,323,355	1,423,343
Capital Projects	25	0	0	0	0	2,206,000		0	2,206,000	464,242	2,650,530
Total Government Activities Expenditures	26	2,114,165	578,305	0	961,485	2,206,000	0	0	5,859,955	4,190,235	6,297,836
Business Type Proprietary, Enterprise & ISF	27							1,988,777	1,688,777	1,508,030	1,367,246
Total Gov & Bus Type Expenditures	28	2,114,165	578,305	0	961,485	2,206,000	0	1,988,777	7,548,732	5,698,265	7,665,082
Total Transfers Out	29	58,000	676,029	399,231	0	360,759	0	365,105	1,859,124	1,777,400	2,397,370
Total ALL Expenditures/Fund Transfers Out	30	2,172,165	1,254,334	399,231	961,485	2,566,759	0	2,053,882	9,407,856	7,475,665	10,062,452
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31										
	32	45,411	-296,960	340,769	0	-497,121	1,500	55,918	-350,484	429,588	-932,358
Beginning Fund Balance July 1	33	1,382,122	740,070	667,987	106,135	2,301,575	88,875	1,355,510	6,642,274	6,212,686	7,145,044
Ending Fund Balance June 30	34	1,427,533	443,110	1,008,756	106,135	1,804,454	90,375	1,411,428	6,291,790	6,642,274	6,212,686

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Fiscal Year
2018

City Name: **Mount Vernon**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
Debt Name	Amount of Issue	Type of Debt Obligation	Date Certified to County Auditor	Debt Resolution Number	Principal Due FY 2018	Interest Due FY 2018	Bond Reg./ Paying Agent Fees Due FY 2018	Total Obligation Due FY 2018	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
(1) 2007 Essen Corp Purpose-Refunding 98 Co (TIF)	4,410,000	GO	May 2007	5-7-2007B	190,000	41,600	500	232,100	232,100	0
(2) 2008B GO Build America Bonds (GO Wat 70 Sew)	3,500,000	GO	September 2009	9-8-2008B	180,000	133,940	500	294,440	294,440	0
(3) 2010A GO Capital Loan Note (TIF)	400,000	GO	October 2010	10-4-2010D	45,000	3,878	500	49,378	49,378	0
(4) 2013 GO Capital Loan Note Essen Corp (LOST)	1,200,000	GO	July 2013	6-3-2013A	80,000	23,638	500	104,138	104,138	0
(5) 2014 GO Capital Loan Note 92% (175,000)	2,500,000	GO	September 2014	9-8-2014B	161,000	59,248	460	220,708	220,708	0
(6) 2014 GO Capital Loan Note Pool 6% (67,900)	200,000	GO	September 2014	9-8-2004B	14,000	5,152	40	19,192	19,192	0
(7) 2015 GO Capital Loan Note (Wat)	375,000	GO	July 2015	7-6-2015B	35,000	6,029	500	41,529	41,529	0
(8)		NO SELECTION								
(9)		NO SELECTION								
(10)		NO SELECTION								
(11)		NO SELECTION								
(12)		NO SELECTION								
(13)		NO SELECTION								
(14)		NO SELECTION								
(15)		NO SELECTION								
(16)		NO SELECTION								
(17)		NO SELECTION								
(18)		NO SELECTION								
(19)		NO SELECTION								
(20)		NO SELECTION								
(21)		NO SELECTION								
(22)		NO SELECTION								
(23)		NO SELECTION								
(24)		NO SELECTION								
(25)		NO SELECTION								
(26)		NO SELECTION								
(27)		NO SELECTION								
(28)		NO SELECTION								
(29)		NO SELECTION								
(30)		NO SELECTION								
TOTALS					685,000	273,485	3,000	961,485	961,485	0

	Budget FY 2018	Re-estimated FY 2017	Actual FY 2016
Revenues & Other Financing Sources			
1 Taxes Levied on Property	1,724,036	1,652,171	1,676,433
2 Less: Uncollected Property Taxes-Levy Year	0	0	0
3 Net Current Property Taxes	1,724,036	1,652,171	1,676,433
4 Delinquent Property Taxes	0	0	0
5 TIF Revenues	740,000	740,000	782,727
6 Other City Taxes	721,770	720,700	681,644
7 Licenses & Permits	39,000	33,000	34,772
8 Use of Money and Property	75,425	75,250	82,333
9 Intergovernmental	713,217	671,891	739,651
10 Charges for Fees & Service	2,079,200	2,012,550	1,974,655
11 Special Assessments	0	0	0
12 Miscellaneous	205,600	222,291	385,509
13 Other Financing Sources	900,000	0	375,000
14 Transfers In	1,859,124	1,777,400	2,397,370
15 Total Revenues and Other Sources	9,057,372	7,905,253	9,130,094
Expenditures & Other Financing Uses			
16 Public Safety	917,188	819,760	715,353
17 Public Works	558,305	416,410	413,680
18 Health and Social Services	0	0	0
19 Culture and Recreation	540,932	522,323	455,460
20 Community and Economic Development	79,800	78,900	90,503
21 General Government	596,245	565,245	548,967
22 Debt Service	961,485	1,323,355	1,423,343
23 Capital Projects	2,206,000	464,242	2,650,530
24 Total Government Activities Expenditures	5,859,955	4,190,235	6,297,836
25 Business Type / Enterprises	1,688,777	1,508,030	1,367,246
26 Total ALL Expenditures	7,548,732	5,698,265	7,665,082
27 Transfers Out	1,859,124	1,777,400	2,397,370
28 Total ALL Expenditures/Transfers Out	9,407,856	7,475,665	10,062,452
29 Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	-350,484	429,588	-932,358
30 Beginning Fund Balance July 1	6,642,274	6,212,686	7,145,044
31 Ending Fund Balance June 30	6,291,790	6,642,274	6,212,686

TYPE THE NAME ABOVE, A SIGNATURE IS NOT NECESSARY.

City Clerk/Finance Officers NAME _____ phone number _____

The City Council will conduct a public hearing on the proposed Budget at _____ City of _____ Iowa

on _____ at _____ (Date) xxxxxx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$100 valuation on regular property \$ 12.99899

The estimated tax levy rate per \$100 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE
FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

ALL DATA ON THIS PAGE IS ENTERED ON THE HEARING SHEET FIRS

City of Mount Vernon, Iowa

The City Council will conduct a public hearing on the proposed Budget at

on

at

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property is 12.99889

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

phone number

City Clerk/Finance Officer's NAME

	Budget FY 2018	Re-est. FY 2017	Actual FY 2016
	(a)	(b)	(c)
Revenues & Other Financing Sources			
Taxes Levied on Property	1,724,036	1,652,171	1,676,433
Less: Uncollected Property Taxes-Levy Year	0	0	0
Net Current Property Taxes	1,724,036	1,652,171	1,676,433
Delinquent Property Taxes	0	0	0
TIF Revenues	740,000	740,000	782,727
Other City Taxes	721,770	720,700	681,644
Licenses & Permits	39,000	33,000	34,772
Use of Money and Property	75,425	75,250	82,333
Intergovernmental	713,217	671,891	739,851
Charges for Services	2,079,200	2,012,550	1,974,655
Special Assessments	0	0	0
Miscellaneous	208,600	222,291	385,509
Other Financing Sources	900,000	0	375,000
Transfers In	1,859,124	1,777,400	2,397,370
Total Revenues and Other Sources	9,057,372	7,905,253	8,130,094
Expenditures & Other Financing Uses			
Public Safety	917,188	819,760	719,353
Public Works	558,305	418,410	413,880
Health and Social Services	0	0	0
Culture and Recreation	640,932	522,323	455,460
Community and Economic Development	79,800	79,900	90,503
General Government	596,245	565,245	548,967
Debt Service	981,485	1,323,355	1,423,343
Capital Projects	2,206,000	464,242	2,650,530
Total Government Activities Expenditures	5,858,956	4,190,235	6,297,536
Business Type / Enterprises	1,688,777	1,508,030	1,967,246
Total ALL Expenditures	7,548,732	5,698,265	7,665,082
Transfers Out	1,859,124	1,777,400	2,397,370
Total Expenditures/Transfers Out	9,407,856	7,475,665	10,062,452
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	-350,484	429,588	-932,358
Beginning Fund Balance July 1	6,642,274	6,212,686	7,145,044
Ending Fund Balance June 30	6,291,790	6,642,274	6,212,686

J. Motions for Approval

CITY OF MOUNT VERNON CLAIMS FOR APPROVAL, MARCH 6, 2017

PAYROLL	CLAIMS	58,706.91
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	22,640.91
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	9,689.70
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	3,442.50
TREASURER STATE OF IOWA	SALES TAX	3,392.00
LINN CO-OP OIL CO	FUEL-PW	1,485.83
VEENSTRA & KIMM INC	10TH ST/PAL RD INTERSECTION	1,440.00
CY'S TREE SERVICE	CEM STUMP GRINDING-RUT	1,180.00
DIESEL TURBO SERVICES INC	AIR TANKS-RUT	1,145.35
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	645.00
CURTIS LICENSING	SATURDAY EVENING POST ILLUSTRATION	600.00
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	536.00
INDUSTRIAL TECHNICAL SUPPORT	WATER TOWER CONTROL-WAT	500.00
STAPLES ADVANTAGE	SUPPLIES-ALL DEPTS	478.79
HAWKEYE READY MIX	WATER MAIN BREAK-WAT	428.92
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	346.20
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A, WAT	335.00
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT,P&A	318.00
USA BLUE BOOK	EQUIP REPAIR-SEW	304.72
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	243.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	240.00
FUTURE LINE TRUCK EQUIPMENT	SPREADER SHAFT, BEARINGS-RUT	182.86
BATTERIES PLUS	EQUIP MAINT-PD	171.75
MONTICELLO EXPRESS	SUPPLIES-PD	169.42
JOAN BURGE	CLEANING SERVICE-P&A	120.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	102.10
HOTSY CLEANING SYSTEMS	NOZZLES, BUCKET-RUT	102.00
GARY'S FOODS	SUPPLIES-RUT,P&REC	75.00
IOWA COUNTY ATTORNEYS ASSOC	TRAINING-PD	65.00
ARAMARK	RUGS-FD	53.75
JAMES KANE	TOBACCO COMPLIANCE CHECK-PD	50.00
ARAMARK	RUGS-FD	45.00
ARAMARK	RUGS-FD	45.00
ARAMARK	RUGS-FD	45.00
TIPTON ELECTRIC MOTORS	VALVE-RUT	43.97
INTERSTATE ALL BATTERY CENTER	SUPPLIES-PD	37.65
INTERSTATE ALL BATTERY CENTER	BATTERIES-EMA	34.80
SPRINGER PEST SOLUTIONS CORP	PEST CONTROL-P&A	30.00
CENTURY LINK	PHONE CHGS-FD	17.68
COGRAN SYSTEMS	ONLINE REGISTRATION-P&REC	16.00
DIESEL TURBO SERVICES INC	VEHICLE MAINT-RUT	15.70
P&K MIDWEST INC	CHAIN LINK-RUT	14.32
LISBON MT VERNON AMBULANCE	CPR CARDS-FD	7.50
MOUNT VERNON ACE HARDWARE	EQUIP MAINT-FD	1.99
	TOTAL	109,864.92

AGENDA ITEM # J – 2

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

DATE:	March 1, 2017
AGENDA ITEM:	Fire Department Air Packs
ACTION:	Motion

SYNOPSIS: The Fire Department is requesting permission to order the 26 air packs that were approved as part of the FY 18 CIP. Ordering the air packs now will allow the Fire Department to take advantage of better pricing (approximately \$15,000). The provided quote of \$156,461 is for 25 air packs, so the final cost will be closer to \$160,000 for twenty six. The CIP earmarked \$180,000 for the air pack purchase. The City identified \$90,000 from the Fire Department equipment fund for the purchase with the remaining coming from the Linn County Rural Fire District. At this time, Linn County can only contribute \$40,000 to the replacement. If the cost is approximately \$160,000, the Fire Department would ask to utilize \$120,000-125,000 from the City's equipment fund to complete the entire purchase. The current fund balance for the fire department equipment fund is roughly \$426,000 and could sustain the additional costs.

BUDGET ITEM: FY 2018 CIP

RESPONSIBLE DEPARTMENT: Fire Department

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quotes

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/1/17



Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
Phone:563-659-2357
Fax:563-659-8147
Website: www.sandryfire.com

Quote

Valid Till: 07/01/2017
Quote Number : 1707327000002825089

BILL TO:
Mt. Vernon Fire
606 2nd Avenue SW
Mt. Vernon,IA 52314

SHIP TO: false
Mt. Vernon Fire
606 2nd Avenue SW
Mt. Vernon, IA 52314

Account Name: **Mt. Vernon Fire**
Contact Name: **Nate Goodlove**

Sales Rep: **Joel Sandry**
Contact Information: **joel@sandryfire.com;563-349-3511**

Product Details	Qty	Price Each	Total
msaA-G1FS422MA2C2LAR	25	\$3,846.00	\$96,150.00
MSA G1 SCBA (DeW)			
msa10161810	25	\$253.00	\$6,325.00
MSA G1 Med. Facepiece			
msa10156424-SP	51	\$848.00	\$43,248.00
MSA G1 H-45 Low Profile Cyl			
msa10158385	1	\$396.00	\$396.00
MSA Recharging Station			
msa10148741-SP	6	\$218.00	\$1,308.00
MSA Rechargeable Battery for G1			
msa10169711	1	\$3,334.00	\$3,334.00
RIT Pack			
msa1-TIC	6	\$950.00	\$5,700.00
ADD ON: Integrated TIC			
		Sub Total	\$156,461.00
		Tax	\$0.00
		Adjustment	\$0.00
		Grand Total	\$156,461.00

Terms and Conditions



Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
Phone:563-659-2357
Fax:563-659-8147
Website: www.sandryfire.com

Quote

Valid Till: 07/01/2017
Quote Number : 1707327000002825077

BILL TO:
Mt. Vernon Fire
606 2nd Avenue SW
Mt. Vernon,IA 52314

SHIP TO: false
Mt. Vernon Fire
606 2nd Avenue SW
Mt. Vernon, IA 52314

Account Name: **Mt. Vernon Fire**
Contact Name: **Nate Goodlove**

Sales Rep: **Joel Sandry**
Contact Information: **joel@sandryfire.com;563-349-3511**

Product Details	Qty	Price Each	Total
msaA-G1FS422MA2C2LAR	25	\$4,247.00	\$106,175.00
MSA G1 SCBA			
msa10161810	25	\$268.00	\$6,700.00
MSA G1 Med. Facepiece			
msa10156424-SP	51	\$899.00	\$45,849.00
MSA G1 H-45 Low Profile Cyl			
msa10158385	1	\$495.00	\$495.00
MSA Recharging Station			
msa10148741-SP	6	\$272.00	\$1,632.00
MSA Rechargeable Battery for G1			
msa10169711	1	\$3,334.00	\$3,334.00
RIT Pack			
msal-TIC	6	\$1,200.00	\$7,200.00
ADD ON: Integrated TIC			
		Sub Total	\$171,385.00
		Tax	\$0.00
		Adjustment	\$0.00
		Grand Total	\$171,385.00

Terms and Conditions

AGENDA ITEM # J – 3

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

DATE: March 1, 2017

AGENDA ITEM: City of Mt. Vernon Summer Intern – Job Description

ACTION: None

SYNOPSIS: Enclosed is the proposed job description for the City’s summer intern. The summer intern will help the City with two main projects, the sidewalk program and alley inventory. The intern will also have the opportunity to work with all other departments of the City and see a number of the capital projects under construction. The intern would work 40 hours a week, with a recommended pay rate of \$10.00 an hour. If approved, staff would advertise locally along with sending copies of the posting to colleges (including community) and universities

BUDGET ITEM: N/A

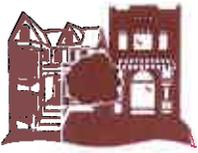
RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Job Description

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/1/17



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

City of Mt. Vernon
Summer Intern – Public Policy/Engineering

Approval Date: 3/6/2017
FLSA Status: Exempt/Non Exempt
Job Status: FT, Summer Internship

Department: City Hall
Reports To: City Department Heads
Pay Range: \$10.00 Hourly

Purpose of Position: Performs administrative and technical duties for the Sidewalk and Alley programs. Other duties may include attending public meetings, working with department heads on specialized projects, and responding to customer inquiries.

Essential Duties of Position

The following duties are normal for this position. These are not to be construed as exclusive or all inclusive. Other duties may be assigned.

- Collect and organize data for the City of Mt. Vernon Sidewalk Repair Program.
- Collect and organize data for the City of Mt. Vernon Alley Inventory project.
- Researches real estate and engineering records.
- Attend and observe local government functions i.e. public meetings.
- Conduct inspections on construction sites or projects.
- Performs all work duties and activities in accordance to City policies, procedures and safety practices.
- Supports continuous process improvement initiatives.
- Attends work regularly at the designated place and time.
- Performs other related work as required.

Knowledge, Skills, Abilities & Requirements for the Position

Basic understanding of the job activities, standards, methods and activities associated with a particular position. The listing is not all exclusive or inclusive of all activities.

- Demonstrated knowledge of computer software applications to include Microsoft Word, Excel, spreadsheet, and database programs.



-
- Ability to communicate effectively verbally and in written form with supervisors; ability to establish and maintain working relationships with employees, public officials, and the general public.
 - Frequently required to sit and talk or hear; frequently required to stand, walk, use fingers and hands to handle objects and/or operate controls or tools listed herein, regularly lift and/or move up to 25 pounds, occasionally lift and/or move more than 100 pounds; reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl, and taste and smell. Must have close vision and the ability to adjust focus, must have distance vision, peripheral vision, depth perception, and color vision.
 - While performing the essential functions of this job, the employee will regularly work in outside weather conditions. Is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electric shock, and vibration.

Minimum Training and Experience Required to Perform Essential Functions

Description of Education, experience, similar responsibilities, work schedules, and residency requirements

- Graduation from high school or equivalent and 1 to 2 years of technical training and study in public policy, engineering, or political science preferred; or
- Any equivalent combination of experience and training which provides the knowledge and abilities to perform the work.
- Must have valid state of Iowa's driver's license (or ability to obtain one prior to employment).

The City of Mt. Vernon retains the authority to change the job duties included in this job description at any time.

The City of Mt. Vernon is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act the City of Mt. Vernon will provide reasonable accommodations to qualified individuals and encourages prospective employees and incumbents to discuss potential accommodations with the employer.

AGENDA ITEM # J – 4

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

DATE: March 1, 2017

AGENDA ITEM: OPN Contract

ACTION: None

SYNOPSIS: Enclosed you will find the proposed AIA contract with OPN Architects for phase one design services for the community/recreation center. The estimated costs for OPN to complete their portion of the phase one documents is \$19,500. There will likely be additional costs during this process for geotechnical work, surveying, etc. (a list of subs can be found in exhibit A).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Parks and Rec

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Contract

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/1/17



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of March in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mount Vernon
606 2nd Avenue South
Mount Vernon, Iowa 52314

and the Architect:
(Name, legal status, address and other information)

OPN Architects, Inc.
24 ½ South Clinton Street
Iowa City, IA 52240

for the following Project:
(Name, location and detailed description)

City of Mount Vernon Community/Recreation Facility
OPN Project #17401000

The Owner and Architect agree as follows.

REMIT ALL PAYMENTS TO:
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
or Becky Ulferts (bulferts@opnarchitects.com)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:
To be determined with the phased delivery of basic services

- .2 Substantial Completion date:
To be determined with the phased delivery of basic services

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Refer to Exhibit "B" – Certificate of Liability Insurance

.2 Automobile Liability

Refer to Exhibit "B" – Certificate of Liability Insurance

.3 Workers' Compensation

Refer to Exhibit "B" – Certificate of Liability Insurance

.4 Professional Liability

Refer to Exhibit "B" – Certificate of Liability Insurance

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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User Notes:

(1349342530)

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Not Provided	Additional services
§ 4.1.2 Multiple preliminary designs	Not Provided	Additional services
§ 4.1.3 Measured drawings	Not Provided	Additional services
§ 4.1.4 Existing facilities surveys	Not Provided	Additional services
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	Additional services
§ 4.1.6 Building Information Modeling	Architect	E203-2013
§ 4.1.7 Civil engineering	Architect	Survey provided by Owner
§ 4.1.8 Landscape design	Architect	Included in basic services
§ 4.1.9 Architectural Interior Design (B252™–2007)	Architect	Included in basic services
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	Additional services
§ 4.1.11 Detailed cost estimating	Architect	Included in basic services
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	Additional services

§ 4.1.13	Conformed construction documents	Not Provided	Additional services
§ 4.1.14	As-Designed Record drawings	Not Provided	Additional services
§ 4.1.15	As-Constructed Record drawings	Not Provided	Additional services
§ 4.1.16	Post occupancy evaluation	Not Provided	Additional services
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	Additional services
§ 4.1.18	Tenant-related services	Not Provided	Additional services
§ 4.1.19	Coordination of Owner's consultants	Architect	Civil survey only
§ 4.1.20	Telecommunications/data design	Not Provided	Additional services
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	CCTV and access control only
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	Additional services
§ 4.1.23	Extensive environmentally responsible design	Not Provided	Additional services
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	Additional services
§ 4.1.25	Fast-track design services	Not Provided	Additional services
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	Additional services
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	Additional services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty (30) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the

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estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

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the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

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Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Phase One: Lump Sum of Nineteen Thousand Five Hundred Dollars and no cents (\$19,500.00)

Phase Two: A percentage based fee of 6.5% of total construction costs, to be adjusted at the conclusion of Phase One to align with the approved project scope to be designed in Phase Two.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

As mutually agreed upon by both parties, or by Hourly Rate per Exhibit "C"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

As mutually agreed upon by both parties, or by Hourly Rate per Exhibit "C"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
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Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Thirty-five	percent (35	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Fifteen	percent (15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit "C" – OPN Architects Inc. 2017 Hourly Fee Rate

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

REMIT ALL PAYMENTS TO:

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
or Becky Ulferts (bulferts@opnarchitects.com)

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A"
Exhibit "B" – Certificate of Liability Insurance
Exhibit "C" – OPN Architects Inc. 2017 Hourly Fee Rate
E203-2013
G201-2013
G202-2013
G202 Exhibit – Model Element Table

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Jamie Hampton, Mayor

(Printed name and title)

(Signature)

Justin Bishop, Associate Principal

(Printed name and title)

Init.

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User Notes:

(1349342530)



Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:

(Name and location or address)

City of Mount Vernon Community/Recreation Facility
OPN Project #17401000

THE OWNER:

(Name, legal status and address)

City of Mount Vernon
606 2nd Street South
Mount Vernon, IA 52314

THE ARCHITECT:

(Name, legal status and address)

OPN Architects, Inc.
24 ½ South Clinton Street
Iowa City, Iowa 52240

This Agreement is based on the following information.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The building program will be provided by the Owner – based upon previous feasibility studies.

§ A.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The facility will contain, at minimum, the following facilities: locker rooms, walking track, meeting space, workout areas, and parking lots gymnasium. A second gymnasium shall be included in the Phase One process for evaluation by the City. The site will be designed to accommodate future building additions that may be identified during the Phase One scope.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total, and if known, a line item break down.)

\$3.5 or \$5.0 Million depending on the number of gymnasiums

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Phase One Completion	May/June 2017
Phase One Presentation	July 2017
Phase Two Council Consideration	July/August 2017

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Sustainable design principles are to be incorporated into the project with special care given to energy efficient operation systems. LEED certification is not included.

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Chris Nosbisch City Administrator
City of Mount Vernon
606 2nd Avenue South
Mount Vernon, IA 52314

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

None

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

Site Surveying – TBD
Geotechnical Engineering – TBD
Construction Testing – TBD
Commissioning – TBD

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Justin Bishop
Associate Principal
OPN Architects, Inc.
24 ½ South Clinton Street
Iowa City, IA 52240

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

M2B Structural Engineers

Init.

422 2nd Ave SE
Cedar Rapids, IA 52401

.2 Mechanical Engineer

Design Engineers
8801 Prairie View Ln SW
Cedar Rapids, IA 52404

.3 Electrical Engineer

Design Engineers
8801 Prairie View Ln SW
Cedar Rapids, IA 52404

.4 Civil Engineer

HBK Engineering
509 S Gilbert St
Iowa City, IA 52240

.5 Cost Estimation

Stecker-Harmsen
510 S 17th St #110
Ames, IA 50010

§ A.2.5.2 Consultants retained under Additional Services:

None

§ A.2.6 Other Initial Information on which the Agreement is based:

(Provide other Initial Information.)

None

Init.

Additions and Deletions Report for AIA® Document B101™ – 2007 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:16:43 on 03/01/2017.

PAGE 1

City of Mount Vernon Community/Recreation Facility
OPN Project #17401000

...

City of Mount Vernon
606 2nd Street South
Mount Vernon, IA 52314

...

OPN Architects, Inc.
24 ½ South Clinton Street
Iowa City, Iowa 52240

...

The building program will be provided by the Owner – based upon previous feasibility studies.

...

The facility will contain, at minimum, the following facilities: locker rooms, walking track, meeting space, workout areas, and parking lots gymnasium. A second gymnasium shall be included in the Phase One process for evaluation by the City. The site will be designed to accommodate future building additions that may be identified during the Phase One scope.

...

\$3.5 or \$5.0 Million depending on the number of gymnasiums

PAGE 2

<u>Phase One Completion</u>	<u>May/June 2017</u>
<u>Phase One Presentation</u>	<u>July 2017</u>
<u>Phase Two Council Consideration</u>	<u>July/August 2017</u>

...

Competitive Bid

...

Sustainable design principles are to be incorporated into the project with special care given to energy efficient operation systems. LEED certification is not included.

...

Chris Nosbisch City Administrator
City of Mount Vernon
606 2nd Avenue South
Mount Vernon, IA 52314

...

None

...

Site Surveying – TBD
Geotechnical Engineering – TBD
Construction Testing – TBD
Commissioning – TBD

...

Justin Bishop
Associate Principal
OPN Architects, Inc.
24 ½ South Clinton Street
Iowa City, IA 52240

...

M2B Structural Engineers
422 2nd Ave SE
Cedar Rapids, IA 52401

PAGE 3

.2 — Mechanical Engineer, 2 Mechanical Engineer

Design Engineers
8801 Prairie View Ln SW
Cedar Rapids, IA 52404

.3 Electrical Engineer

Design Engineers
8801 Prairie View Ln SW
Cedar Rapids, IA 52404

...

.3 — Electrical Engineer, 4 Civil Engineer

HBK Engineering
509 S Gilbert St
Iowa City, IA 52240

.5 Cost Estimation

Stecker-Harmsen
510 S 17th St #110
Ames, IA 50010

...

None

...

None

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
March 6, 2017**

- Quick reminder that there is a work session scheduled for Monday, March 27, 2017 at 6:30 p.m. The work session was set to further discuss the proposed demolition ordinance.
- I will be attending the Iowa Municipal Managers Association conference in Iowa City March 15-17.
- ICAP will be sending their loss control specialist to the City next week for a review of all City facilities.
- Housing Commission applications have been coming in this past week, and we hope to have a finalized list for consideration to the Council by the end of the month.