

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:	May 1, 2017 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	April 28, 2017

Mayor:	Jamie Hampton	City Administrator:	Chris Nobsch
Mayor Pro-Tem:	Marty Christensen	City Attorney:	Robert Hatala
Councilperson:	Paul Tuerler	Assis. Admin/City Clerk:	Sue Ripke
Councilperson:	Scott Rose	Deputy City Clerk:	Marsha Dewell
Councilperson:	Tom Wieseler	Chief of Police:	Doug Shannon
Councilperson:	Eric Roudabush		

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

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

- D. Consent Agenda**

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

- 1. Approval of City Council Minutes – April 17, 2017 Regular Council Meeting

- E. Public Hearing**

- 1. Public Hearing to Approve an Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City
 - i. Close Public Hearing – Proceed to F-1
- 2. Public Hearing to Approve an Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City
 - i. Close Public Hearing – Proceed to F-2
- 3. Public Hearing to Order Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 10th Ave South and Palisades Road Intersection Replacement Project
 - i. Close Public Hearing – Proceed to G-1

F. Ordinance Approval/Amendment

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

G. Resolutions for Approval

1. Resolution #5-1-2017A: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 10th Ave South and Palisades Road Intersection Replacement Project
2. Resolution #5-1-2017B: Approving a Mutual Aid and Assistance Agreement for the Iowa Water/Wastewater Agency Response Network (IOWARN)

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 Setting a Public Hearing Date to Amend the 2016-2017 Fiscal Year Budget - Council Action as Needed
3. Discussion and Consideration of WatchGuard Program Update – Police Department – Council Action as Needed
4. Discussion and Consideration of Purchasing an HP DesignJet T795– Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Immigration Resolution Request
2. PPA – City Hall Solar

M. Reports of Mayor/Council/Administrator

1. Mayor's Report

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met April 17, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Wieseler, Tuerler, Christensen and Rose.

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

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

Consent Agenda. Motion to approve the Consent Agenda made by Rose, seconded by Christensen. Carried all. Approval of City Council Minutes – April 3, 2017 Regular Council Meeting

Resolutions for Approval

Resolution #4-17-2017A: Approving the Non-Union Salaries for the 2017-2018 Fiscal Year. City Administrator Chris Nosbisch stated that he evaluated all employees listed on the resolution. The reviews averaged a 4 out of 5 rating across the board. This information was shared with the personnel committee who is recommending a salary increase of 3% for these non-union personnel. A 3% salary increase is the same percent increase that union staff will receive July 1st, 2017. Motion to approve Resolution #4-17-2017A was made by Rose, seconded by Tuerler. Roll call vote. Ayes: Roudabush, Tuerler, Wieseler, Christensen, Rose. Nays: none.

Mayoral Proclamation. Proclamation Establishing Friday, April 28, 2017 as Arbor Day in the City of Mt. Vernon, Iowa

Motions for Approval

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

AERO RENTAL, INC	4000 PSI WASHER RENTAL-POOL	280.50
AIRGAS INC	CYLINDER RENTAL FEE-PW	57.32
ALL SECURE	SECURITY SYSTEM-POOL	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,475.77
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,211.54
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,946.88
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,271.27
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	1,047.22
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	826.05
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	711.73
ALLIANT IES UTILITIES	ENERGY USAGE-FD	331.85
ALLIANT IES UTILITIES	ENERGY USAGE-PD	310.78
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	277.86
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	106.24
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	81.43
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	58.66
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	29.26
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	27.20
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	26.41
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	17.64

BANNERWORKS OF FLORIDA	CTW BANNERS-P&REC	814.30
BROWN SUPPLY COMPANY	MANHOLE LID REMOVERS (2)-RUT	240.00
BROWN SUPPLY COMPANY	MANHOLE LID REMOVERS (2)-SEW	240.00
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	38.70
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-PW	243.17
CARGILL INCORPORATED	SALT/ICE CONTROL-RUT	3,387.22
CARQUEST OF LISBON	VEHICLE MAINT-PW	396.47
CENTURY LINK	PHONE CHGS-P&A	512.32
CENTURY LINK	PHONE CHGS-PD	113.25
CENTURY LINK	PHONE CHGS-SEW	92.19
CENTURY LINK	PHONE CHGS-WAT	53.15
CENTURY LINK	PHONE CHGS-RUT	51.15
CENTURY LINK	PHONE CHGS-POOL	43.91
CENTURY LINK	PHONE CHGS-PD	36.91
CENTURY LINK	PHONE CHGS-P&REC	24.41
CHAMPEAU, BRIAN	UNIFORMS-WAT,SEW	59.99
CHRIS NOSBISCH	MILEAGE-P&A	145.52
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT-ECON DEV	7,823.53
COPYWORKS	SERVICE-P&Z	14.45
CR SIGNS INC	EDITH CURRENT PLAQUE-P&REC	30.00
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	255.00
DAKATO SCHEE	DEPOSIT REFUND-WAT	21.15
ELITE PLUMBING SERVICES INC	SHOWER HOUSE LEAKS-POOL	459.00
ENVIRONMENTAL RESOURCE ASSOCIATION	LAB MATERIALS-SEW	204.24
EVER-GREEN LANDSCAPE NURSERY	TREES FOREVER (2)-RUT	450.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS INC	UNIFORMS-PD	527.38
GROUP SERVICES INC	INSURANCE-ALL DEPTS	29,077.53
HDC PRINTED PRODUCTS	ENVELOPES/4,000 WINDOW-ALL DEPTS	205.07
INTERNATIONAL ASSOC OF FIRE CHIEFS	MEMBERSHIP-EMA	234.00
IOWA ASSOC OF MUNICIPAL UTILITIES	TRENCHING/SHORING WORKSHOP	945.00
IOWA ONE CALL	LOCATES-WAT,SEW	78.30
IOWA PARK & REC ASSOCIATION	TRAINING-POOL	150.00
IOWA SOLUTIONS INC	PRINTER MOVE, SPARE PC-RUT	467.50
IOWA SOLUTIONS INC	VPN SETUP,SQUAD PC2-PD	187.50
JARED LYNCH	ELITE FITNESS MEMBERSHIP-FD	50.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
KIESLER'S POLICE SUPPLY INC	TRAINING-PD	1,266.31
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-ALL DEPTS	509.21
LINN COUNTY SHERIFF	SHARED SERVICES-PD	900.00
MATT SIDERS	MILEAGE-P&REC	120.91
MEDIACOM	UTILITY SERVICE-FD	10.62
MOORE MEDICAL CORP.	GLOVES-PD	7.53
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,117.59
MOUNT VERNON ACE HARDWARE	BLDG MAINT-FD	234.74
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&A	1,244.76
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	90.00
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
OVERHEAD DOOR CO	DOOR MAINT-FD	650.00
OVERHEAD DOOR CO	DOOR MAINT-FD	228.50
PACE SUPPLY	SNAPSHOT WEED PREVENTER-P&REC	600.00
PACE SUPPLY	SNAPSHOT WEED PREVENTER-P&REC	400.00
PACE SUPPLY	WATER SOLUBLE FERT-RUT	77.90
PAYROLL	CLAIMS	52,664.65

PLUMB SUPPLY CO	2" COPPER PIPE-RUT	244.70
REGISTRATION SERVICES	TRAINING-PD	50.00
REGISTRATION SERVICES	TRAINING-PD	50.00
ROBERT BUSER	PAGER COVERS,HARDHAT-EMA	27.22
SPRAY-LAND USA	PRESSURE WASHER TIP-RUT	83.00
SPRAY-LAND USA	NOZZLE/PRESSURE WASHER-RUT	122.75
SPRAY-LAND USA	EQUIP REPAIR-RUT	18.45
STAR FOOD SERVICE	SUPPLIES-FD	220.40
STAR FOOD SERVICE	SUPPLIES-FD	48.60
STATE HYGIENIC LAB	TESTING-SEW	1,846.00
TECHNICOM COMMUNICATIONS SYSTEMS	PHONE EQUIP UPGRADE-PD	5,254.00
TECHNICOM COMMUNICATIONS SYSTEMS	PHONE EQUIP UPGRADE-PD	911.85
THOMPSON TRUCK & TRAILER	2015 INT-FD	10.00
TRANS IOWA EQUIPMENT INC	POSITIONING GAUGE-RUT	99.47
US CELLULAR	CELL PHONE-PD	116.17
WAPSI WASTE SERVICE	RECY-SW	907.82
WAPSI WASTE SERVICE	FLAMMABLE SOLIDS-PD	99.00
WEX BANK	FUEL-PD,PW	1,200.88
	TOTAL	133,812.62

Discussion and Consideration of Purchasing a Replacement Tube Slide for the Swimming Pool - Council Action as Needed. One of the tube slides broke last year. Staff was able to temporarily fix the slide but it needs to be replaced before the pool opens this year. Park and Rec Director Matt Siders asked Council to consider the purchase of a new tube slide which would cost \$3,387.00. Siders said he thought the water slide was purchased in 2003. There is sufficient funds left from the 2014 Pool Rehab bond to cover this expense. Tuerler made a motion to approve the purchase of a new tube slide for \$3,387.00, seconded by Wieseler. Carried all.

Discussion and Consideration of Purchasing a Replacement PA System – Parks and Recreation – Council Action as Needed. Park and Rec Director Siders asked Council to consider approving the purchase of a new PA sound system. \$3,000.00 was approved for a PA sound system purchase in FY18 but Siders would like to purchase the system now (FY17) using money set aside for park signage. The park signage purchase would shift into the FY18 budget. The current sound system is over twelve years old and with its many pieces, too cumbersome for one person to move. The sound system is used not only by Parks and Rec but by the CDG for many events such as Chalk the Walk, Easter Egg Dash and many more. Wieseler made a motion to approve the CIP swap and the purchase of a PA Sound System and accessories as explained by Siders, seconded by Rose. Carried all.

Discussion and Consideration of Outdoor Warning Signal Solar Conversion – 10th Street Siren – Council Action as Needed. City Hall was receiving complaints from residents saying that they could not hear the siren at the 10th Avenue SW location during the Wednesday morning testing. Frontline Warning Systems diagnosed the problem as interference with the current AC power supply and recommended moving to an isolated solar power source. The cost to cover this expense would be \$4,500.00. The EMA budget will have to be amended to cover the expense. Motion to approve the \$4,500.00 expenditure for the 10th Avenue siren made by Tuerler, seconded by Roudabush. Carried all.

Discussion and Consideration of Allowing Alcohol in Davis and Elliot Parks – Heritage Days – Council Action as Needed. Jennie Hampton, chairperson for this year's Heritage Days, explained that a softball tournament is being held at Elliott Park during Heritage Days and the committee is requesting that they be allowed to sell alcohol in the park at that time. Although the original request includes Davis Park the committee's request was for Elliott only. Hampton explained that they don't want anyone bringing in coolers

so by selling alcohol they will have more control over consumption plus this will help bring back some of "the old days" of Heritage Days. Tuerler suggested that as teams register this information to them is very clear to which Hampton agreed saying that is their intent. No action was required from Council at this time as the Heritage Days committee was looking for Council approval before they applied for the liquor license. Council will give their formal approval when the liquor license is on the Consent Agenda.

Discussion and Consideration of Setting Public Hearing Date for an Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City – Council Action as Needed. Council was asked to set a public hearing date for Monday, May 1, 2017 to consider an ordinance repealing the existing franchise agreement for electric systems and replacing it with a new franchise agreement with Interstate Power and Light Company. This is a necessary step in the process to adopt the proposed franchise fees for the City. Tuerler motioned to approve setting the Public Hearing date for Monday, May 1st, 2017 at 6:30 p.m., seconded by Wieseler. Carried all.

Discussion and Consideration of Setting Public Hearing Date for an Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City – Council Action as Needed. Nobsch pointed out that the Agenda should read as Ordinance B, not A. Council was asked to set a public hearing for Monday, May 1, 2017 to consider an ordinance repealing the existing franchise agreement for gas systems and replacing it with a new franchise agreement with Interstate Power and Light Company. This is a necessary step in the process to adopt the proposed franchise fees for the City. Motion to set the Public Hear date for Monday, May 1st, 2017 at 6:30 p.m. made by Tuerler, seconded by Rose. Carried all.

Discussion and Consideration of Degradation Issues on the Alley Located Adjacent and West of 117 3rd Ave North (Liberty Iron Works) – Council Action as Needed. Dave Schechinger, said the address should be listed as 1st Avenue NW, not 3rd Avenue. Schechinger along with Leland Belding, V&K Engineering, were present to give a power point presentation and explain the issues with the alley adjacent to Liberty Iron Works and possible corrective measures. Pictures of the alleys showed the worst locations including broken concrete, cracks, previous patching, and serious settling and undermining problems. There are two manholes; one is a sanitary manhole but the other is an old 1900 flushing manhole. When looking for the reasons for the alley degradation it was noted that there are several roof drains that dump on the ground. There is a 6 inch sanitary sewer line that runs down the middle of the alley that is in pretty good shape, it has a lot of joints but was determined not to be the cause of the alley issues. Looking at the roof drains it was noted that almost all of the drains dropped storm water on the ground where it ran into the gaps, cracks and holes in the pavement; this, they said, is the cause of the alley degradation. Two repair options were given. The first one is patching. The last time the City did a mud jack patch it lasted about seven years. This can be done for about \$31,000.00. The second choice is a more permanent option which would construct the full project and allow for the future streetscape development. The cost for this would be about \$131,000.00. When asked what the funding source would be Nobsch said that it would be the 2014 Street Improvement Bond. Roudabush asked if the Streetscape (LOST III) money could be used to which Nobsch replied that money is committed to the downtown and doesn't necessarily fit this repair definition. Roudabush replied that this is the foundation for the "upper part Streetscape". Council agreed that some of the responsibility belongs to the owners of the buildings. Council did not take any action.

Discussion and Consideration of Setting Public Hearing Date that Will Order the Construction of Certain Public Improvements, Approving Preliminary Plans and Specifications, and Fixing a Date for Hearing Theron and Taking Bids Therefore for 10th Ave SW and Palisades Road SW Intersection Repair and Replacement Project – Council Action as Needed. Council was asked to set a public hearing for Monday, May 1, 2017 to consider a resolution ordering construction, approving plans and specifications and setting bid dates for the Palisades Road and 10th Avenue SW intersection. Tuerler motioned to approve setting the Public Hearing for Monday, May 1st, 2017 at 6:30 p.m., seconded by Rose. Carried all.

Reports to be Received/Filed

Mt. Vernon Fire Department Annual Review. This report can be viewed at City Hall or on the City's website.

Mt. Vernon Police Report. In March Chief Doug Shannon reported there were 10 reported collisions, and 23 reported incidents. The incident reports included fraud, hit and run, OWI, forgery, violation of court order as well as others. These incidents resulted in 8 arrests. Chief Shannon and Officer Moel attended the Lions Club meeting in Lisbon. Officer Gehrke completed the DARE program last week with a graduation ceremony for the 5th grade students. Chief Shannon and Officer Gehrke attended training at Camp Dodge. Chief Shannon attended training at the Linn County Sheriff's office on TIMS (Traffic Incident Mgmt System). Officers worked 21 hours of STEP. Supplemental police coverage for Lisbon totals: Patrol – 4,360 minutes, Calls for service – 210 minutes (8 calls), Administrative time - 360 minutes. Total time for March: 4,930 minutes.

Mt. Vernon Public Works Report. City crews have finished power washing the pool. Two power washers were used which removed years of paint build up. The amount of paint removed was equal to four skid loader buckets. The next step is to fill the large voids in the walls and repairing the gutter line. After this is completed the pool will be painted. Bathrooms at the parks have been open for about two weeks. All the streets in the City have been swept.

Mt. Vernon Parks and Recreation Report. The Master Parks Plan was reviewed at the last Park and Rec Board meeting. Trees Forever hosted a tree planting with 18 HS Rotary International Youth Exchange members at Sauter Parks on April 1st. Spring Soccer is in full swing. The tentative pool opening date is May 27th. To date there are 120 artists registered for Chalk the Walk. Chalk has been delivered and the committee has been meeting every two weeks.

Discussion Items (No Action)

Cedar Rapids Metro Economic Alliance. Because of the bypass potential staff has been meeting with representatives of the Cedar Rapids Metro Alliance regarding the possibility of joining their organization. The annual fee would be between \$10 and \$15,000.00. Council agreed this could be beneficial to the City and asked if a representative could attend a future council meeting.

Reports of Mayor/Council/Administrator

Committee Reports. Wieseler said that the rain barrel rebate program continues. The application can be found on the City's website. Kalona received about \$500,000.00 grant for their community center and suggested that Mount Vernon would apply. Wieseler ordered some free butterfly postcards that can be handed out. Alliant rebate for the electric charging station is still available.

City Administrator's Report. City Hall staff completed CPR and defibrillator training this past week. Public Works staff is currently painting the pool. Staff will be reviewing resumes and meeting with candidates for the summer intern position. OPN Architects held their 2nd visioning meeting with the community/recreation center building committee.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 7:51 p.m., April 17, 2017.

Respectfully submitted,
Sue Ripke
City Clerk

E. Public Hearing

AGENDA ITEM # E – 1

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

DATE:	May 1, 2017
AGENDA ITEM:	Public Hearing – Electric Franchise
ACTION:	Motion

SYNOPSIS: Staff has received a revised ordinance from Alliant Energy. At the time of this report, staff has not had the opportunity to compare the revised draft with the original versions. Both the revised (proposed) and the existing ordinances have been provided with this packet.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close Hearing

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

AGENDA ITEM # E – 2

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

DATE:	May 1, 2017
AGENDA ITEM:	Public Hearing – Gas Franchise
ACTION:	Motion

SYNOPSIS: Staff has received a revised ordinance from Alliant Energy. At the time of this report, staff has not had the opportunity to compare the revised draft with the original versions. Both the revised (proposed) and the existing ordinances have been provided with this packet.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close Hearing

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

AGENDA ITEM # E – 3

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

DATE:	May 1, 2017
AGENDA ITEM:	Public Hearing – Palisades Road and 10 th Ave. S Intersection
ACTION:	Motion

SYNOPSIS: This is the time set for the public hearing for the Palisades Rd and 10th Ave S intersection. The estimated cost of the intersection improvements is \$247,000. The resolution attached with this public hearing will order the construction, approve preliminary plans, and set the bid date (May, 11, 2017).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close Hearing

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

F. Ordinance Approval/Amendment

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

ORDINANCE NO. _____

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

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

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

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

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect

the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

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

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

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

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

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

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

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

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

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

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

individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

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

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

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

Section 13. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

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

Jamie Hampton, Mayor

Attest:

Sue Ripke, City Clerk

(CITY SEAL)

MINUTES OF MOUNT VERNON, IOWA, CITY COUNCIL PROCEEDINGS
RELATING TO THE ADOPTION OF
FRANCHISE ORDINANCE NO. 12-6-2004A
December 6, 2004

The City Council of the City of Mount Vernon, Linn County, Iowa, met in regular (special) session on the above date pursuant to the rules of said Council, the Mayor presiding and the Clerk recording:

Present: RICK ELLIOTT Mayor and the following Council

Members:

HOFFMANN BARNES MOORE CHRISTENSEN

Absent: TURRUA

Council Member BARNES offered Ordinance No. 12-6-2004A, of which

the following is a copy.

ORDINANCE NO. 12-6-2004A

An Ordinance granting to INTERSTATE POWER AND LIGHT COMPANY, ("Company"), its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City of Mount Vernon, Linn County, Iowa, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the City of Mount Vernon, Linn County, Iowa; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the said City of Mount Vernon, Linn County, Iowa, to supply individuals, corporations, communities and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years, subject to a limited right of cancellation at the end of the fifth (5), tenth (10), fifteenth (15), and twentieth (20) year anniversaries of the "Anniversary Date", and granting to said Company the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa:

Section 1. There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate in the City of Mount Vernon, Linn County, Iowa, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the said City of Mount Vernon, Linn County, Iowa; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the said City of Mount Vernon, Linn County, Iowa, to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years subject to a limited right of cancellation at the end of the fifth (5), tenth (10), fifteenth (15), and twentieth (20) year anniversaries of the Anniversary Date as defined within; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

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

Section 3. The Company, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Company's tariff filed with the Iowa Utilities Board.

Section 4. The system authorized by this Ordinance shall be modern and up-to-date and shall be of sufficient capacity to supply all reasonable demands of said City and its inhabitants thereof and shall be kept in a modern and up-to-date condition.

Section 5. The franchise granted by this Ordinance shall not be exclusive.

Section 6. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 7. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. The City may cancel this franchise on the fifth (5), tenth (10), fifteenth (15) or twentieth (20) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the fifth (5), tenth (10), fifteenth (15) or twentieth (20) anniversary respectively of this franchise. If Company is not notified of the cancellation by the fifth (5), tenth (10), fifteenth (15) or

twentieth (20) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25) year. The Anniversary Date shall be the date this franchise is filed with the City Clerk or otherwise effective by operation of law.

Section 8. The expense of the publication of this Ordinance shall be paid by the Company.

Section 9. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 10. This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Mount Vernon with respect to the rights contained herein, and may not be superceded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City of Mount Vernon enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

It was moved by Council Member Barnes and seconded by Council Member Moore that said ordinance be placed upon its first reading.

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

<u>Hoffmann</u> : <u>yes</u>	<u>Moore</u> : <u>yes</u>
<u>Barnes</u> : <u>yes</u>	
<u>Turner</u> : <u>yes</u>	

4 Members of the Council being present and having voted "YES," Mayor declared said motion carried, and said Ordinance No. 12-6 2004 B was placed upon its first reading and was read the first time.

At the December 20 Regular Council meeting
~~Thereupon~~, it was moved by Council Member Moore and seconded by Council Member Turner that the laws and rules providing that ordinances shall be fully and distinctly read on three different days be suspended and dispensed with, and that Ordinance No. 12-6 2004 A be placed on its ~~first~~ second reading. *Roll Call: all yes*

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

<u>Hoffmann</u> : <u>yes</u>	<u>Turner</u> : <u>yes</u>
<u>Barnes</u> : <u>yes</u>	<u>Moore</u> : <u>yes</u>

Christensen: yes

All 5 Members of the Council being present and having voted "YES," Mayor Elliott declared the motion carried, and Ordinance No. 12-6-2014 A was then placed upon its last reading and was read the last time.

Thereupon, it was moved by Council Member Moon, and seconded by Council Member Bann that Ordinance No. 12-6-2014 A be placed upon its final passage and passed.

UPON ROLL CALL, Council Members voted upon said motion as follows:

(insert name and vote either "YES" or "NO")

<u>Hoffmann: yes</u>	<u>Moon: yes</u>
<u>Bann: yes</u>	<u>Christensen: yes</u>
<u>Elliott: yes</u>	

All Members of the Council being present and having voted "YES," Mayor Elliott declared the motion carried, and the Ordinance passed and adopted.

~~There being no further business before the meeting, on motion duly made, seconded and carried, the Council adjourned.~~

Rick Blod
Mayor of the City of Mount Vernon
Linn County, Iowa

Attest:

Micah Bann
City Clerk

(SEAL)

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

ORDINANCE NO. _____

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

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

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

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

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect

the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

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

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

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

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

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

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

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

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

Section 8. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided, except that the City may cancel this franchise on the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within ninety (90) days of the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not

notified of the cancellation by the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year from and after its acceptance by the said Company, as herein provided. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

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

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

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

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

Jamie Hampton, Mayor

Attest:

Sue Ripke, City Clerk

(CITY SEAL)

MINUTES OF MOUNT VERNON, IOWA, CITY COUNCIL PROCEEDINGS
RELATING TO THE ADOPTION OF
FRANCHISE ORDINANCE NO. 12-6-2004 B
December 6, 2004

The City Council of the City of Mount Vernon, Linn County, Iowa, met in regular (special) session on the above date pursuant to the rules of said Council, the Mayor presiding and the Clerk recording:

Present: Rick Ewert Mayor and the following Council

Members:

Hoffman, Barnes
Moon, Christman

Absent: Tuerker

Council Member Barnes offered Ordinance No. 12-6-2004B, of which

the following is a copy.

ORDINANCE NO. 12-6-2004B

An Ordinance granting to INTERSTATE POWER AND LIGHT COMPANY ("Company"), its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate a natural gas distribution system in the City of Mount Vernon, Linn County, Iowa, and the right to lay down, operate and maintain the necessary pipes, mains, and other conductors and appliances in, along and under the streets, avenues, alleys and public places of the City of Mount Vernon, Linn County, Iowa, as now or hereafter constituted, for a period of twenty-five (25) years subject to a limited right of cancellation at the end of the fifth (5), tenth (10), fifteenth (15), and twentieth (20) year anniversaries of the "Anniversary Date", for the purpose of distributing, supplying and selling natural gas to the City and its inhabitants thereof and to persons and corporations beyond the limits thereof.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa:

Section 1. There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right, franchise and privilege for the term of twenty-five (25) years subject to a limited right of cancellation at the end of the fifth (5), tenth (10), fifteenth (15), and twentieth (20) year anniversaries of the Anniversary Date as defined within; from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City of Mount Vernon, Linn County, Iowa as now or hereafter constituted, for the purpose of distributing, supplying and selling

gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

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

Section 3. In making any excavations in any street, alley, avenue or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

Section 4. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 5. The franchise granted by this Ordinance shall not be exclusive.

Section 6. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided. The City may cancel this franchise on the fifth (5), tenth (10), fifteenth (15) or twentieth (20) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within thirty (30) days of the fifth (5), tenth (10), fifteenth (15) or twentieth (20) anniversary respectively of this franchise. If Company is not notified of the cancellation by the fifth (5), tenth (10), fifteenth (15) or twentieth (20) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25) year. The Anniversary Date shall be the date this franchise is filed with the City Clerk or otherwise effective by operation of law.

Section 7. The expense of the publication of this Ordinance shall be paid by the Company.

Section 8. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 9. This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Mount Vernon with respect to the rights contained herein, and may not be superceded, modified or otherwise amended without the approval and acceptance by the Company. Notwithstanding the foregoing, in no event shall the City of Mount Vernon enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

It was moved by Council Member Barnes and seconded by Council Member Moore that said ordinance be placed upon its first reading.

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

Hoffmann : yes , Chastrom : yes
Moore : yes , Barnes : yes

4 Members of the Council being present and having voted "YES," Mayor declared said motion carried, and said Ordinance No. 12-6, 2004 B was placed upon its first reading and was read the first time.

*ON A Regular Council Meeting
on December 20, 2004* Thereupon, it was moved by Council Member Tunker and seconded by Council Member Moore that the laws and rules providing that ordinances shall be fully and distinctly read on three different days be suspended and dispensed with, and that Ordinance No. 12-6, 2004 B be placed on its ~~last~~ second reading.

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

Hoffmann : yes , Moore : yes
Tunker : yes , Chastrom : yes
Barnes : yes

All 5 Members of the Council being present and having voted "YES," Mayor Rick Elchert declared the motion carried, and Ordinance No. 12-6, 2004 B was then placed upon its last reading and was read the last time.

Thereupon, it was moved by Council Member T Uerler and seconded by Council Member Barnes that Ordinance No. 12-62004B be placed upon its final passage and passed.

UPON ROLL CALL, Council Members voted upon said motion as follows:

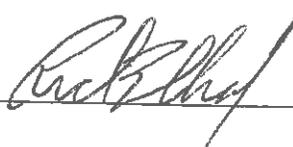
(insert name and vote either "YES" or "NO")

<u>Hoffmann : yes</u>	<u>Moore : yes</u>
<u>Tuerler : yes</u>	<u>Christensen : yes</u>
<u>Barnes : yes</u>	

ALL 5 Members of the Council being present and having voted "YES," Mayor Rick Ewert declared the motion carried, and the Ordinance passed and adopted.

~~There being no further business before the meeting, on motion duly made, seconded and carried, the Council adjourned.~~

Mayor of the City of Mount Vernon,


Linn County, Iowa

Attest:


City Clerk
(SEAL)

G. Resolutions for Approval

RESOLUTION #5-1-2017A

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS, APPROVING PRELIMINARY PLANS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR FOR IMPROVEMENTS KNOWN AS THE 10th AVE SOUTH AND PALISADES ROAD INTERSECTION REPLACEMENT PROJECT

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 10th Ave South and Palisades Road Intersection Replacement Project, and has caused to be prepared preliminary plans, specifications and form of contract, together with estimate of cost, on file in the office of the Clerk for public inspection, for the construction of said public improvements, and said preliminary plans, specifications and form of contract are deemed suitable for the making of said public improvements; and

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

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 10th AVE. SOUTH AND PALISADES ROAD INTERSECTION REPLACEMENT PROJECT, in the manner set forth in the preliminary plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the published Notice of Hearing and Letting, said public improvements being more generally described as follows:

All labor, materials, and equipment necessary for the construction of the proposed improvements as shown in the attached grading plan:

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

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice to bidders once in the Sun Newspaper, a legal newspaper, printed wholly in the English

language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to May 11, 2017 meeting at the Mt. Vernon City Hall (213 First Street NW.), which is hereby fixed as the date for receiving bids. Said bids are to be filed prior to 2:00 p.m. on said date; and,

BE IT FURTHER RESOLVED, that bids shall be received and opened at a public meeting as provided in the public notice and the results of said bids shall be considered at a meeting of this Council on May 15, 2017, at 6:30 p.m., at the Mt. Vernon City Hall (213 First Street NW.); and,

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

PASSED and ADOPTED this ____ day of May, 2017.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

AGENDA ITEM # G – 2

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

DATE:	May 1, 2017
AGENDA ITEM:	Resolution #5-1-2017B
ACTION:	Motion

SYNOPSIS: Sue recently attended the IMFOA (Iowa Municipal Finance Officers Association) annual conference in Des Moines. Upon returning, she introduced staff to the IOWARN literature that she had received at the conference. After researching the group, it was determined that the City of Mt. Vernon could benefit from membership. There is no cost to join or obligation to participate. The resolution adopts a mutual aid agreement for disaster services for water/wastewater activities. Some cities that have agreed to the IAWARN membership, include: Iowa City, Marion, Center Point, Washington, Cedar Falls, Waverly, Pella and Nevada (there are many more).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

RESOLUTION #5-1-2017B

**RESOLUTION APPROVING A MUTUAL AID AND ASSISTANCE AGREEMENT FOR
THE IOWA WATER/WASTEWATER AGENCY RESPONSE NETWORK (IOWARN)**

WHEREAS, Iowa disasters such as the 2008 eastern Iowa flood and Parkersburg F5 tornado, along with 9/11 and Hurricane Katrina highlight the need for water and wastewater utilities to create intrastate mutual aid and assistance programs, and

WHEREAS, the mission of IOWARN is to promote statewide emergency preparedness, disaster response and mutual assistance for public and private water/wastewater facilities, and

WHEREAS, the approval of the mutual aid agreement and assistance agreement, attached hereto and made a part thereof, is required for membership to IOWARN.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the mutual aid and assistance agreement for the Iowa water/wastewater agency response network (IOWARN).

APPROVED this 1st day of May, 2017.

Mayor

ATTEST: _____
City Clerk

**Mutual Aid and Assistance Agreement for the Iowa
Water/Wastewater Agency Response Network (IOWARN)**

AGREEMENT

This Agreement is made and entered into by public and private water and wastewater utilities and emergency management commissions and agencies that have, by executing this Agreement, manifested their intent to participate in an intrastate program for Mutual Aid and Assistance among Iowa Water and Wastewater Utilities known as the IOWARN Mutual Aid and Assistance Program.

This Agreement is authorized under Chapter 29C, Iowa Code, which authorizes mutual aid arrangements for reciprocal disaster services and recovery. This Agreement is further authorized as to the public agencies' utility parties hereto by the respective authority of 357, 357A, 358, 364, 384, 386, 388, 389 and 504A Iowa Code, which authorize Water and Wastewater Utilities that are public agencies to contract to provide services. This Agreement is further authorized by Section 28E.12 Iowa Code, but this Agreement is not otherwise adopted pursuant to Chapter 28E, Iowa Code, and is not intended to be a 28E Agreement.

ARTICLE I.
PURPOSE

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish a program for Mutual Aid and Assistance for Iowa Water and Wastewater Utilities known as the "IOWARN Mutual Aid and Assistance Program". Through the IOWARN Mutual Aid and Assistance Program, Members coordinate response activities and share resources during emergencies, with the support and assistance of the Associated Agencies. This Agreement sets forth the procedures and standards for the administration of the IOWARN Mutual Aid and Assistance Program.

ARTICLE II.
DEFINITIONS

- A. Authorized Official – An employee or officer of a Member that is authorized to:
1. Request assistance;
 2. Offer assistance;
 3. Refuse to offer assistance; or
 4. Withdraw assistance under this Agreement.
- B. Emergency – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, war and terrorism, sabotage or other intentional acts, that are, or could reasonably be, beyond the capability of the services, personnel, equipment, and facilities of a IOWARN Mutual Aid and Assistance Program Member to fully manage and mitigate internally.

C. Members – Any public or private Water or Wastewater Utility that manifests intent to participate in the IOWARN Mutual Aid and Assistance Program by executing this Agreement. Members are primarily Iowa Water or Wastewater Utilities, but membership is open to water and wastewater utilities outside the State of Iowa that operate in areas contiguous to an Iowa utility Member.

1. Requesting Member – A Member who makes a Request for Assistance under the IOWARN Mutual Aid and Assistance Program.
2. Responding Member – A Member that responds to a Request for Assistance under the IOWARN Mutual Aid and Assistance Program.
3. Non-Responding Member - A Member that does not provide aid or assistance during a Period of Assistance under the IOWARN Mutual Aid and Assistance Program.

D. Associated Agencies – The Iowa Emergency Management Commissions and Agencies and other non utility participants that agree to provide a support role for the IOWARN Mutual Aid and Assistance Program by separate agreement or other undertaking approved by the Statewide Steering Committee. Associated Agencies are not parties to this Agreement and do not provide or receive emergency services under this Agreement. To the extent Associated Agencies do provide any emergency services to any Member the terms under which such services are provided shall be as the provider and recipient shall separately agree. The initial Associated Agencies include: (1) the Iowa Section of the American Water Works Association; (2) the Iowa Rural Water Association; (3) the Iowa Department of Natural Resources, and (4) the Homeland Security and Emergency Management Division of the Iowa Department of Public Defense. Additional Associated Agencies may be added by vote of the Statewide Committee.

E. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential and that is confidential under Section 22.7 Iowa Code or other exemption from disclosure under Ch. 22, Code of Iowa.

F. Request for Assistance. A request by a Requesting Member to any one or more other Members for mutual aid or assistance in the event of an Emergency under the IOWARN Mutual Aid and Assistance Program.

F. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. Statewide Committee – The Statewide Committee established under Article III.

H. Statewide Chair – The chair of the Statewide Committee selected under Article III.

I. Statewide Coordinator – The person appointed to such position by the Statewide Committee as provided under Article III.

J. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III. ADMINISTRATION

The IOWARN Mutual Aid and Assistance Program shall be administered through a Statewide Committee, a Statewide Chair and a Statewide Coordinator. The Statewide Committee shall provide coordination of the IOWARN Mutual Aid and Assistance Program before, during, and after an emergency and shall include regional representatives from across the state. The designated regions shall be consistent with the regions established by the Iowa Department of Natural Resources. The Statewide Committee shall consist of one Member representative from each region selected by the Members in such region by written ballot and a Statewide Chair selected by the Members annually by written ballot, plus one non-voting representative of each Associate Agency. The Statewide Committee shall meet at least annually and shall plan and coordinate emergency planning and response activities for the IOWARN Mutual Aid and Assistance Program under the leadership of the Statewide Chair. The Statewide Committee shall appoint a Statewide Coordinator from among the employees of the Members or Associated Agencies who shall facilitate, coordinate, and administer the activities of the IOWARN Mutual Aid and Assistance Program under the direction of the Statewide Committee.

The Statewide Committee shall establish rules of procedure for the conduct of committee business.

Meetings of the Statewide Committee shall be conducted in accordance with the Iowa Open Meetings Law, Chapter 21, Iowa Code.

ARTICLE IV. PROCEDURES

In coordination with the emergency management and public health system of the state, the Statewide Committee shall develop operational and planning procedures for the IOWARN Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as needed by the Statewide Committee and shall be set forth in an IOWARN Mutual Aid and Assistance Program Manual and an IOWARN Mutual Aid and Assistance Handbook.

ARTICLE V. REQUESTS FOR ASSISTANCE

A. Member Responsibility: Members shall: (1) identify an Authorized Official and alternates; (2) provide contact information, including 24-hour access; and (3) provide information on resources that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, shall be provided to the State Committee for inclusion in the IOWARN Mutual Aid and Assistance Program Manual and the IOWARN Mutual Aid and Assistance Handbook.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance directly from a specific Member by making a Request for Assistance to such Member or may make a general Request for Assistance to the Statewide Coordinator.

Requests for Assistance can be made orally or in writing. When made orally, the specific request for personnel, equipment, and supplies shall be subsequently confirmed in writing as soon as practicable. Requests for Assistance to a Member shall be directed to the Authorized Official of any Member. If a Request for Assistance is made to the Statewide Coordinator, the Statewide Coordinator shall forward the Request for Assistance to one or more Authorized Officials of Members for direct response to the Requesting Member. Specific detailed protocols for making and responding to Requests for Assistance shall be set forth in the IOWARN Mutual Aid and Assistance Program Manual and the IOWARN Mutual Aid and Assistance Handbook.

- B. Response to a Request for Assistance – Members are not obligated to respond to a request. After a Member receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall, as soon as possible, inform the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.
- C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a Member receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI. **RESPONDING MEMBER PERSONNEL**

- A. National Incident Management System - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the National Incident Management System.
- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisors of the Responding Member. The Responding Member's designated supervisors must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to 72 hours. When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the normal cost for such resources for that area. To the extent Food and Shelter costs exceed the normal costs for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing

the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not otherwise provided by the Requesting Member.

- D. Communication – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio equipment, in order to facilitate communications with local responders and utility personnel.
- E. Status – Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw – The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII. COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance as agreed in whole or in part by both parties; provided, that any Responding Member may, if it so elects, assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's designated supervisors must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member may consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in substantially the same condition the equipment was in at the time it was supplied to the Requesting Member as soon as is practicable and reasonable under the circumstances. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage that renders them unusable must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.
- E. Records – Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to the Request for Assistance made pursuant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to a Response to a Request for Assistance made pursuant to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

ARTICLE VIII.
DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in accordance with the Rules of the American Arbitration Association. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Except as provided in Article XIII pertaining to Insurance, the Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty workmanship or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Requesting Member shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation and other injury and death benefits for its employees and for administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation and other injury and death benefits for its employees and for administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the IOWARN Mutual Aid and Assistance Program. Each Member waives subrogation for any injury or damage covered by its own insurance against any other member.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the fullest extent allowed by Chapter 22, Iowa Code or other applicable law, each Member and Associated Agency shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associated Participant, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associated Participant disclose any Confidential Information disclosed under this Agreement, the Member or Associated Participant shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the Statewide Committee Chair receives the Agreement. The Statewide Committee Chair shall maintain a master list of all Members and Associated Agencies in the IOWARN Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVII.
MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications to this Agreement may be proposed by the Statewide Committee. The Statewide Committee Chair shall provide written notice to all Members of proposed modifications to this Agreement together with a written ballot allowing Members to vote for or against the proposed modification. A proposed modification shall become effective only if it is approved by written vote of at least a majority of the Members. Approved modifications shall take effect 60 days after the date upon which notice of the approved modification is sent to the Members.

**ARTICLE XVIII.
SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XIX.
PRIOR AGREEMENTS**

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

**ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and shall be without effect.

**ARTICLE XXI.
INTRASTATE AND INTERSTATE IOWARN MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members shall participate in Mutual Aid and Assistance activities conducted under the State of Iowa Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) as set forth in Chapter 29C, Iowa Code. Members may voluntarily agree to participate in an interstate mutual aid and assistance program for water and wastewater utilities through this Agreement if such a program is established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility or other Agency listed here manifests its intent to be a Member of the IOWARN Mutual Aid and Assistance Program by executing this Agreement on this _____ day of _____ 20_____.

City of or Water/Wastewater Utility or Agency: _____

Signature: _____

Signature: _____

Title: _____

Title _____

Please Print Name

Please Print Name



Iowa Water/Wastewater Agency Response Network – www.iowarn.org

To: City Managers, Mayors & Council Members

From: John Lins IOWARN Co-Chair

Re: Emergency Preparedness

I am the Co-Chair for IOWARN (Iowa Water/Wastewater Agency Response Network) www.iowarn.org. We are a group of water/wastewater utilities that volunteer to assist communities in emergency preparedness through a mutual aid agreement that is specific to water and wastewater utilities. This is similar to what electric utilities have done for years. W.A.R.N. programs are active in all 50 states and originated through EPA Water Security and AWWA Emergency Preparedness efforts.

Simply put, we have a website where a utility can log on in time of need and send a request local or statewide for all types of resources or assistance needed. There is no cost or obligation but communities must sign up to be a member. This requires the city manager, mayor or other decision makers to sign the mutual aid agreement available for download at www.iowarn.org.

To join, the mayor and council members must approve then return the signed copy to me. Your system will then be added to the website and provided a login and password. There is no cost and you are never obligated to respond, it is voluntary only.

JOHN LINS | Utility Incident Manager/IOWARN Chair

Des Moines Water Works | **WATER YOU CAN TRUST FOR LIFE**

2201 George Flagg Parkway | Des Moines, Iowa 50321

phone: (515) 323-6234 | cell (515) 208-1993 fax: (515) 283-8723

e-mail: lins@dmww.com www.dmww.com

“The relationships with local/state/federal partners and associated resources brought together thru WARN have proven their effectiveness during all types of incidents ranging from floods to wildfires.”

- Kevin Morley, AWWA, Federal Relations Manager

“By failing to prepare, you are preparing to fail.”

- Benjamin Franklin

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 1, 2017

VEENSTRA & KIMM INC	10TH ST/PAL RD INTERSECTION	7,200.00
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	4,520.58
SENSUS METERING SYSTEMS	SYSTEM SUPPORT-WAT,SEW,SW	1,949.94
SHERWIN WILLIAMS CO.	PAINT-POOL	1,900.00
PACE SUPPLY	ROW SEEDING-RUT	1,866.59
VEENSTRA & KIMM INC	ALLEY EVALUATION	1,309.00
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	1,213.80
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,018.77
VEENSTRA & KIMM INC	HWY 30 BYPASS COORDINATION	652.60
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	465.00
MOUNT VERNON CONSTRUCTION INC	CAULKING POOL-POOL BOND	434.00
VEENSTRA & KIMM INC	NATURE PARK TRAIL PRELIM	431.75
M & K DUST CONTROL	BLACK DIRT-RUT	375.00
DIESEL TURBO SERVICES INC	FAN REPAIR-F250-RUT	356.25
CAMPBELL SUPPLY CEDAR RAPIDS	PICKING,RIGGING EQUIP/SKID LOADER	341.01
ROBERT BUSER	UNIFORMS-EMA	254.98
SAM'S CLUB #8162	SUPPLIES-POOL	205.43
GALLS INC	UNIFORMS-PD	185.95
SUE RIPKE	MILEAGE-ALL DEPTS	165.05
SHERWIN WILLIAMS CO.	PAINTING TOOLS-POOL	158.86
MARSHA DEWELL	MILEAGE-ALL DEPTS	152.48
INTOXIMETERS	EQUIP REPAIR-PD	143.15
PITNEY BOWES	POSTAGE METER RENTAL-ALL DEPTS	137.67
MOUNT VERNON, CITY OF	START UP CASH/CONCESSION-POOL	100.00
CONSTRUCTION MATERIALS INC	WALL PATCH-RUT	73.15
PERSONAL TOUCH EMBROIDERY	STOCKING CAPS-RUT	71.50
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	60.00
MOUNT VERNON LISBON SUN	SUBSCRIPTION-P&A	52.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	45.38
TRANS IOWA EQUIPMENT INC	EQUIP REPAIR-RUT	39.46
CONSTRUCTION MATERIALS INC	WALL PATCH-RUT	32.70
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	27.53
IOWA PARK & REC ASSOCIATION	AQUATIC WORKSHOP-POOL	25.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	23.43
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	20.00
	TOTAL	26,158.01

AGENDA ITEM # J – 2

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

DATE:	May 1, 2017
AGENDA ITEM:	Set Public Hearing Date – Budget Amendment
ACTION:	Motion

SYNOPSIS: The City is quickly nearing the end of the 2016-2017 fiscal year. This will be the final budget amendment for the year.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Finance Director/Clerk

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

AGENDA ITEM # J-3

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

DATE: May 1, 2017

AGENDA ITEM: WatchGuard

ACTION: Motion

SYNOPSIS: Please see information provided by the Chief of Police.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Police

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

Memo

To: Council & Mayor
From: Chief Doug Shannon
CC: Chris Nosbisch
Date: 4/26/2017
Re: Upgrade to department police video management

Dear Council & Mayor,

I would request your support and approval for funding (budgeted) to allow the police department to proceed with a software upgrade for our Video Management System. This upgrade will enhance our video management capabilities, ensure compliance with current Department of Justice standards related to video evidence, and provide efficient in video storage and management within the department. I have attached quotes to upgrade our current video management system and server. This upgrade has been planned, and our department began purchasing the appropriate equipment for our vehicle camera systems since 2013 with this effort in mind.

I have attached links here to the vendor video which details the equipment and concept that I am requesting:

<http://watchguardvideo.com/software/evidence-library-4-web>

<http://watchguardvideo.com/software/cloud-share>

<http://watchguardvideo.com/body-cameras/vista-wifi>

Our department implemented body cameras in 2012-2013, the original cameras have sufficed and have been failing over the past 2 years. These cameras do not integrate with our current video management software program. This software upgrade will allow the video from old cameras to be managed with car video as we integrate into the Vista Wi-Fi body cameras.

Additional benefits to this program will allow the video to automatically download to our server, reducing staff time (4-6 hours month) in downloading video. Additionally we will be able to share video with Attorneys, Courts, and media through Cloud Share, reducing the need to purchase DVD's and Flash drives. The software also allows Administration to redact the video to protect identities or sensitive video, all while creating audit logs for evidence chain of custody purposes.

Respectfully,

Chief of Police

AGENDA ITEM # J - 4

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

DATE:	May 1, 2017
AGENDA ITEM:	Purchase of DesignJet
ACTION:	Motion

SYNOPSIS: Staff has been discussing the purchase of a replacement plotter/printer used with our mapping software. The new plotter will have larger memory capabilities allowing staff the ability to print more detailed maps (the current plotter times out and stops printing half of the map). The expected total cost of the unit is around \$5,500. The base unit is \$4,500 and would be ordered through CDW (along with paper and other supplies).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17



HP DesignJet T795 Printer

Larger prints for bigger projects



QUALITY—Quickly produce outstanding results

- Six Original HP inks produce a wide color gamut ideal for color graphics
- Original HP gray and photo black inks achieve precise line accuracy, dark blacks, and true neutral grays
- Communicate with precision—produce plans, drawings, and maps with fine line quality, and up to 2400 dpi
- Print up to A0/E without sacrificing quality; create A1/D-size prints in 28 seconds with Economode

CONVENIENCE—Speed up printing with easy workflow

- Print TIFF, JPEG, and PDF¹ files from your printer's USB thumb drive—no computer required
- If you're on-the-go, attach your document to an email and send it directly to your printer via ePrint²
- The intuitive touchscreen simplifies navigation and printing

FLEXIBILITY—Prints on sheets or rolls up to 44 in

- Gain flexibility to print a range of sizes from sheets to 44-inch (1118-mm) roll width
- Use different media—this printer supports everything from bond and coated papers to film and vinyl substrates
- Print a range of CAD and GIS applications, including large infrastructure projects and geospatial mapping

For more information, please visit
hp.com/go/DesignJetT795

PDF files only available with PostScript® (PS) accessory (optional accessory to be purchased separately).

Local printing requires mobile device and printer to be on the same network (usually Wi-Fi access points bridge wireless to wired connections) or have a direct wireless connection. Wireless performance is dependent on physical environment and distance from access point. Wireless operations are compatible with 2.4 GHz operations only. Remote printing requires an Internet connection to an HP web-connected printer. Wireless broadband use requires separately purchased service contract for mobile devices. Check with service provider for coverage and availability in your area.

See <http://www.hp.com/go/DesignJetmobility> for more details.

Technical specifications

Print	Line drawings ²	28 sec/page on A1/D, 103 A1/D prints per hour
	Color images ⁴	Fast: 41 m ² /hr (445 ft ² /hr) on coated media Best: 3.1 m ² /hr (33.3 ft ² /hr) on glossy media
	Print resolution	Up to 2400 x 1200 optimized dpi
	Margins (top x bottom x left x right)	Roll: 5 x 5 x 5 mm (0.2 x 0.2 x 0.2 in) Sheet: 5 x 17 x 5 x 5 mm (0.2 x 0.67 x 0.2 x 0.2 in)
	Technology	HP Thermal Inkjet
	Ink types	Dye-based (C, G, M, pK, Y); pigment-based (mK)
	Ink drop	6 pl (C, G, M, pK); 9 pl (mK, Y)
	Printheads	3 (G & pK, mK & Y, M & C)
	Line accuracy	+/- 0.1% ⁵
	Minimum line width	0.02 mm (0.0008 in) (HP-GL/2 addressable)
	Guaranteed minimum line width	0.06 mm (0.0024 in) (ISO/IEC 13660:2001(E)) ⁶
	Media	Handling
Weight		60 to 328 g/m ²
Size		Rolls: 210 to 1118 mm (8.3 to 44 in) Sheets: 210 x 279 to 1118 x 1676 mm (8.3 x 11 to 44 x 66 in) Standard sheets: A4, A3, A2, A1, A0 (A, B, C, D, E)
Thickness		Up to 0.8 mm (31.5 mil)
Applications	Line drawings, Renderings, Presentations	
Memory	16 GB (virtual) ⁷ , optional 160 GB hard disk (available with PostScript Upgrade)	
	Connectivity	
Connectivity	Interfaces (standard)	Gigabit Ethernet (1000Base-T), Hi-Speed USB 2.0 certified, EIO Jetdirect accessory slot
	Print languages (standard)	HP-GL/2, TIFF, JPEG, CALS G4, HP PCL 3 GUI
	Print languages (optional)	Adobe PostScript 3, Adobe PDF 1.7
	Printing paths	Printer driver, Direct printing from USB flash drive, email printing
	Drivers (included)	HP-GL/2, HP-RTL drivers for Windows ⁸ , HP PCL 3 GUI driver for Mac OS X, PostScript Windows and Mac drivers with optional PostScript/PDF Upgrade Kit
Dimensions (w x d x h)	Printer	1770 x 701 x 1050 mm (69.7 x 27.6 x 41.3 in)
	Shipping	1930 x 766 x 770 mm (76 x 30.2 x 30.3 in)
Weight	Printer	81.6 kg (180 lb)
	Shipping	103 kg (227 lb)
What's in the box	HP DesignJet T795 Printer, printheads, introductory ink cartridges, printer stand, spindle, quick reference guide, setup poster, startup software, power cord	
Environmental ranges	Operating temperature:	5 to 40°C (41 to 104°F)
	Storage temperature:	-25 to 55°C (-13 to 131°F)
	Operating humidity:	20 to 80% RH
Acoustic	Sound pressure:	43 dB(A) (active); 29 dB(A) (standby)
	Sound power:	6.1 B(A) (active); 4.7 B(A) (standby)
Power consumption	< 120 watts (printing), < 27 watts (ready), < 7 watts (< 25 watts with embedded Digital Front End) (sleep), 0.1 watts (off)	
	Input voltage (auto ranging)	100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz), 2 A max
Certification	Safety	USA and Canada (CSA certified), EU (LVD and EN 60950-1 compliant), Russia (GOST), Singapore (PSB), China (CCC), Argentina (IRAM), Mexico (NYPE), Korea (KC)
	Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES), EU (EMC Directive), Australia (ACMA), New Zealand (RSM), China (CCC), Japan (VCCI), Korea (MSIP)
	Environmental	ENERGY STAR, WEEE, RoHS (EU, China, Korea, India), REACH, FEMP, EPEAT Bronze
Warranty	One-year limited hardware warranty	

Eco Highlights

- ENERGY STAR⁹ qualified and EPEAT Bronze registered¹⁰
- Free, convenient HP ink cartridge and printhead recycling¹¹
- FSC[®]-certified papers and a range of recyclable HP media with a take-back program¹²

¹ EPEAT registered where applicable and/or supported. See peat.net for registration status by country.
² Program availability varies. Please check hp.com/recycle for details. BMG trademark, license code FSC[®]-C115319, see fsc.org. HP trademark, license code FSC[®]-C017543, see fsc.org. Not all FSC[®]-certified products are available in all regions. For information about HP large format printing materials, please visit HPLFMedia.com.

Please recycle large-format printing hardware and printing supplies

Find out how at our website
hp.com/recycle



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4AA5-0902ENW, November 2015, Rev. 4

Ordering information

Product	CR649C	HP DesignJet T795 44-in Printer	
Accessories	CN538A	HP DesignJet 3-in Core Adapter	
	CN500B	HP DesignJet PostScript/PDF Upgrade Kit	
	Q6709A	HP DesignJet 44-in Roll Feed Spindle	
	CQ654C	HP DesignJet HD Scanner	
	J8025A	HP Jetdirect 640n Print Server	
Original HP printheads	C9380A	HP 72 Gray and Photo Black DesignJet Printhead	
	C9383A	HP 72 Magenta and Cyan DesignJet Printhead	
	C9384A	HP 72 Matte Black and Yellow DesignJet Printhead	
	C9397A	HP 72 69-ml Photo Black DesignJet Ink Cartridge	
Original HP ink cartridges	C9398A	HP 72 69-ml Cyan DesignJet Ink Cartridge	
	C9399A	HP 72 69-ml Magenta DesignJet Ink Cartridge	
	C9400A	HP 72 69-ml Yellow DesignJet Ink Cartridge	
	C9401A	HP 72 69-ml Gray DesignJet Ink Cartridge	
	C9403A	HP 72 130-ml Matte Black DesignJet Ink Cartridge	
	C9370A	HP 72 130-ml Photo Black DesignJet Ink Cartridge	
	C9371A	HP 72 130-ml Cyan DesignJet Ink Cartridge	
	C9372A	HP 72 130-ml Magenta DesignJet Ink Cartridge	
	C9373A	HP 72 130-ml Yellow DesignJet Ink Cartridge	
	C9374A	HP 72 130-ml Gray DesignJet Ink Cartridge	
	CH575A	HP 726 300-ml Matte Black DesignJet Ink Cartridge	
	Original HP large format	C1861A	HP Bright White Inkjet Paper (FSC [®] certified) ¹³ 914 mm x 45.7 m (36 in x 150 ft)
		C6567B	HP Coated Paper (PEFC [™] certified) ¹⁴ 1067 mm x 45.7 m (42 in x 150 ft)
C6569C		HP Heavyweight Coated Paper (PEFC [™] certified) ¹⁴ 1067 mm x 30.5 m (42 in x 100 ft)	
Q1422B		HP Universal Satin Photo Paper (FSC [®] certified) ^{15, 16} 1067 mm x 30.5 m (42 in x 100 ft)	
Service and support ¹⁷	H4518E	HP DesignJet Installation Service with Network Set Up	
	HQ012PE	HP 1 year Post Warranty NBD ¹⁸ Onsite Support with DMR ¹⁹	
	U7UW3PE	HP 2 year Post Warranty NBD ¹⁸ Onsite Support with DMR ¹⁹	
	U7UW2E	HP 2 year NBD ¹⁸ Onsite support with DMR ¹⁹	
	HQ006E	HP 3 year NBD ¹⁸ Onsite support with DMR ¹⁹	
	HQ011E	HP 4 year NBD ¹⁸ Onsite support with DMR ¹⁹	
	HQ008E	HP 5 year NBD ¹⁸ Onsite support with DMR ¹⁹	
	U1XV4E	Preventive Maintenance HW Support (Per event)	

HP DesignJet Support Services offer solutions for business critical environments — installation, extended support and maintenance, as well as variety of value-added services. For more information, please visit hp.com/go/DesignJetsupport.

Use **Original HP inks** and printheads to experience consistent high quality and reliable performance that enable less downtime. These critical components are designed and engineered together as an optimized printing system to provide precise line accuracy as well as dark blacks and true neutral grays.¹⁴ For more information, visit hp.com/go/OriginalHPInks.

For the entire **HP Large Format Printing Materials** portfolio, please see HPLFMedia.com.

- Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (Bond) with Original HP inks.
- Mechanical printing time with Original HP inks.
- +/- 0.1% of the specified vector length or +/- 0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on AO/E HP Matte Film in Best or Normal mode with Original HP inks.
- Measured on HP Matte Film.
- Based on 640 MB RAM.
- BMG trademark license code FSC[®]-C115319, see fsc.org. HP trademark license code FSC[®]-C017543, see fsc.org. BMG trademark license code PEFC[™]/29-31-261, see pefc.org. HP trademark license code PEFC[™]/29-31-198, see pefc.org. Not all FSC[®]- or PEFC[™]-certified products are available in all regions.
- Can be recycled through commonly available recycling programs.
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- Availability of service packages and specifications may vary by product and country. For more information visit hp.com/go/DesignJetsupport.
- Next Business Day.
- Defective Media Retention.
- True neutral grays produced by printers compatible with the HP Three-black ink set.



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Mfg. Part: CR649C#B1K | CDW Part: 3352858 | UNSPSC: 43212107

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~~\$5,395.00~~

\$4,495.00

Advertised Price

Lease Option (\$132.60 /month)

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Product Details

- 44" large-format printer
- color
- ink-jet
- Roll (44 in)
- 2400 x 1200 dpi
- up to 0.6 min/page (mono) / up to 0.5 min/page (color)

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Recommended Warranty

Electronic HP Care Pack Next Business Day Hardware Support with Defective M

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\$849.99

Advertised Price

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PRODUCT OVERVIEW

Main Features

- 44" large-format printer
- color
- ink-jet
- Roll (44 in)
- 2400 x 1200 dpi
- up to 0.6 min/page (mono) / up to 0.5 min/page (color)
- USB 2.0
- Gigabit LAN

Print professional-quality CAD and GIS applications up to 44 inches. Produce prints quickly with an easy, convenient workflow. Take advantage of flexible size, media, and application options.

[Take a Product Tour](#)

Energy/Environment standards

ENERGY STAR **Yes**

Media





Key Specifications

Model size 44 in **Media** 16

Product overview

Print professional-quality CAD and GIS applications up to 44 inches. Produce prints quickly with an easy, convenient workflow. Take advantage of flexible size, media, and application options.

QUALITY—Quickly produce outstanding results

Print quickly—and get the quality you need. Six Original HP inks create professional-quality color graphics and precise line accuracy, dark blacks, and true neutral grays. Print up to A0/E without sacrificing quality.

CONVENIENCE—Speed up printing with easy workflow

Get to your final print quickly with an easy workflow. Print files directly from your printer's USB thumb drive. Send documents remotely to your printer via email.¹ And navigate and operate the printer easily with its intuitive touchscreen.

FLEXIBILITY—Prints on sheets or rolls up to 44 in

Go larger with this printer. Print on a range of sizes from sheets to 44-inch (1118-mm) roll width. Work with a variety of different media. And print a range of CAD/GIS applications, including large infrastructure projects and geospatial mapping.

Key Features

HP DesignJet ePrint and Share

With HP DesignJet ePrint & Share, you can print from a conference room, job site, or even home.

Number of Cartridges

Ethernet (printer)

Add this device to your office Ethernet network to share with your workgroup.

Energy Star

Save power and get great performance at the same time

In the box

- HP DesignJet T795 Printer
- printheads
- introductory ink cartridges
- printer stand
- spindle
- quick reference guide
- setup poster
- startup software
- power cord

Specifications

Model size	44 in
Print speed black line drawing (draft, US D plain paper)	80 D prints per hour
Print speed line drawing (economode, D plain paper)	108 D prints per hour
Print speed	108 D prints per hour
Memory, standard	16 GB (virtual)
Hard disk	Optional, 160 GB (available with PostScript Upgrade)
Print quality color (best)	Up to 2400 x 1200 optimized dpi
Print technology	HP Thermal Inkjet
Number of print cartridges	6 (cyan, gray, magenta, matte black, photo black, yellow)

FEEDBACK

Ink types	Dye-based (C, G, M, pK, Y) pigment-based (mK)
Non-printable area (cut-sheet)	0.2 x 0.67 x 0.2 x 0.2 in
Guaranteed minimum line width	0.0024 in (ISO/IEC 13660:2001(E))
Line accuracy	±0.1%
Maximum optical density (black)	6 L* min/2.15 D
Finished output handling	Sheet feed roll feed automatic cutter
Media types	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, colored), technical paper (natural tracing, translucent bond, vellum), film (clear, matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl)
Media sizes standard (sheets, rolls)	8.3 to 44-in wide sheets 11 to 44-in rolls
Roll external diameter	5.3 in
Media thickness	Up to 31.5 mil
HP ePrint capability	Yes
Connectivity, standard	Gigabit Ethernet (1000Base-T) Hi-Speed USB 2.0 certified EIO Jetdirect accessory slot
Print languages	HP-GL/2, TIFF, JPEG, CALS G4, HP PCL 3 GUI
Power consumption	< 120 watts (printing), < 27 watts (ready), < 7 watts (< 26 watts with embedded Digital Front End) (sleep), 0.1 watts (off)
Energy efficiency	ENERGY STAR® qualified
Operating temperature range	41 to 104°F
Minimum dimensions (W x D x H)	66.7 x 27.9 x 41.3 in
Weight	180 lb
Warranty	One-year limited hardware warranty
Software included	HP ePrint & Share, HP Utility for Mac and Windows

Documents

Footnotes

*Local printing requires mobile device and printer to be on the same network (usually Wi-Fi access points bridge wireless to wired connections). Wireless performance is dependent on physical environment and distance from access point. Wireless operations are compatible with 2.4 GHz operations only. Remote printing requires an Internet connection to an HP web-connected printer. Wireless broadband use requires separately purchased service contract for mobile devices. Check with service provider for coverage and availability in your area. See <http://www.hp.com/go/designjetmobility> for more details.

TECHNICAL SPECIFICATIONS

ACCESSORIES

WARRANTIES & SERVICES

PRODUCT REVIEWS

Customers Who Viewed This Product Also Viewed... (12)



HP DesignJet Z5600
PostScript – large-format
printer –

\$4,495.00
Advertised Price



HP DesignJet T1300 Large
format PostScript ePrinter

\$6,995.00
Advertised Price



HP DesignJet Z5200 Photo
Printer

\$4,495.00
Advertised Price



HP DesignJet T830 – Color
MFP

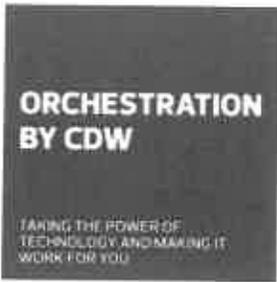
\$5,995.00
Advertised Price



HP DesignJet T930 – large
format printer – color –
ink-jet

\$4,495.00
Advertised Price

FEEDBACK



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- Community Involvement
- Diversity
- Investor Relations
- International Solutions
- Locations

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- E-Waste Recycling
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Product Details

- Large format printer delivers quality results
- Print technology: Inkjet, Print resolution: Upto 2400 x 1200 optimized dpi (color)
- Print speed: 441.3 sq ft/h, Output color: Color

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Media



Key Specifications

Model size 44 in	Memory 16 GB (virtual)	Hard Drive Optional, 160 GB (available with PostScript Upgrade)	Print speed maximum 103 D prints per hour	Resolution Up to 2400 x 1200 optimized dpi	Wireless Yes
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Product overview

Print professional-quality CAD and GIS applications up to 44 inches. Produce prints quickly with an easy, convenient workflow. Take advantage of flexible size, media, and application options.

QUALITY—Quickly produce outstanding results

Print quickly—and get the quality you need. Six Original HP Inks create professional-quality color graphics and precise line accuracy, dark blacks, and true neutral grays. Print up to A0/E without sacrificing quality.

CONVENIENCE—Speed up printing with easy workflow

Get to your final print quickly with an easy workflow. Print files directly from your printer's USB thumb drive. Send documents remotely to your printer via email. And navigate and operate the printer easily with its intuitive touchscreen.

FLEXIBILITY—Prints on sheets or rolls up to 44 in

Go larger with this printer. Print on a range of sizes from sheets to 44-inch (1118-mm) roll width. Work with a variety of different media. And print a range of CAD/GIS applications, including large infrastructure projects and geospatial mapping.

Key Features

HP DesignJet ePrint and Share

With HP DesignJet ePrint & Share, you can print from a conference room, job site, or even home.

Number of Cartridges

Ethernet (printer)

Add this device to your office Ethernet network to share with your workgroup.

Energy Star

Save power and get great performance at the same time

In the box

HP DesignJet T795 Printer

printheads

introductory ink cartridges

printer stand

spindle

quick reference guide

setup poster

startup software

power cord

⊖ Specifications

Model size	44 in
Print speed black line drawing (draft, US D plain paper)	80 D prints per hour
Print speed line drawing (economode, D plain paper)	103 D prints per hour
Print speed	103 D prints per hour
Memory, standard	16 GB (virtual)
Hard disk	Optional, 180 GB (available with PostScript Upgrade)
Print quality color (best)	Up to 2400 x 1200 optimized dpi
Print technology	HP Thermal Inkjet
Number of print cartridges	6 (cyan, gray, magenta, matte black, photo black, yellow)
Ink types	Dye-based (C, G, M, pK, Y) pigment-based (mK)
Non-printable area (cut-sheet)	0.2 x 0.67 x 0.2 x 0.2 in
Guaranteed minimum line width	0.0024 in (ISO/IEC 13660:2001(E))
Line accuracy	±0.1%
Maximum optical density (black)	6 L* min/2.15 D
Finished output handling	Sheet feed roll feed automatic cutter
Media types	Bond and coated paper (bond, coated, heavyweight coated, super heavyweight plus matte, colored), technical paper (natural tracing, translucent bond, vellum), film (clear, matte, polyester), photographic paper (satin, gloss, semi-gloss, matte, high-gloss), backlit, self-adhesive (two-view cling, indoor paper, polypropylene, vinyl)
Media sizes standard (sheets, rolls)	8.3 to 44-in wide sheets 11 to 44-in rolls
Roll external diameter	5.3 in
Media thickness	Up to 31.5 mil
HP ePrint capability	Yes
Connectivity, standard	Gigabit Ethernet (1000Base-T) Hi-Speed USB 2.0 certified EIO Jetdirect accessory slot
Print languages	HP-GL/2, TIFF, JPEG, CALS G4, HP PCL 3 GUI
Power consumption	< 120 watts (printing), < 27 watts (ready), < 7 watts (< 25 watts with embedded Digital Front End) (sleep), 0.1 watts (off)
Energy efficiency	ENERGY STAR® qualified
Operating temperature range	41 to 104°F
Minimum dimensions (W x D x H)	69.7 x 27.6 x 41.3 in
Weight	160 lb
Warranty	One-year limited hardware warranty
Software included	HP ePrint & Share, HP Utility for Mac and Windows

⊕ Documents

⊖ Footnotes

Local printing requires mobile device and printer to be on the same network (usually Wi-Fi access points bridge wireless to wired connections). Wireless performance is dependent on physical environment and distance from access point. Wireless operations are compatible with 2.4 GHz operations only. Remote printing requires an Internet connection to an HP web-connected printer. Wireless broadband use requires separately purchased service contract for mobile devices. Check with service provider for coverage and availability in your area. See <http://www.hp.com/go/designjetmobility> for more details.

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L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE:	May 1, 2017
AGENDA ITEM:	Immigration Resolution Request
ACTION:	Motion

SYNOPSIS: A local citizen, Megan Jones, has requested that the City Council consider a policy or resolution that outlines the City's stance on immigration enforcement. Attached is a sample resolution that was proposed in Iowa City. Chief Shannon has provided some of the staff research that has been completed to date.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Citizen Request

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

Sample resolution and policy:

WHEREAS, the City of Iowa City devotes resources to law enforcement for the purpose of assuring the safety of all persons who reside in or visit our community; and

WHEREAS, the power to regulate immigration is exclusive to the federal government and the enforcement of immigration law is a function of the federal government that currently resides with Immigration and Customs Enforcement (ICE) of the Department of Homeland Security; and

WHEREAS, no federal law compels the local police to participate in the enforcement of federal immigration law and any such requirement would raise significant anti-commandeering issues under the Tenth Amendment to the Constitution of the United States; and

WHEREAS, for as long as the City can remember, the Iowa City Police Department has not been involved in the enforcement of federal immigration law; and,

WHEREAS, any perception that the local police are involved in the enforcement of immigration law will undermine the police-community relationships that have been built up over the years, and thereby undermine the ability of the police to keep

the community safe; and,

WHEREAS, it is essential to public safety that every person, regardless of immigration status, who is a victim of or a witness to a crime feels comfortable reporting crimes or aiding in the investigation of crimes.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IN THE STATE OF IOWA:

- I. Except as necessary for public safety as determined by the Police Chief or designee, or as otherwise required by state or federal law, the Iowa City Police Department shall not undertake any law enforcement action for the purpose of detecting the presence of undocumented persons or devote any public resources to the enforcement of federal immigration law.
2. This resolution addresses the discretionary use of legal city resources and does not:
 - (i) Prohibit, or in any way restrict, any official or employee of the City of Iowa City from sending to or receiving from ICE information regarding the citizenship or immigration status,

lawful or unlawful, of any individual (8 U.S. C. Section 1373);

(ii) Affect or limit the enforcement of federal immigration law by federal authorities within the City of Iowa City;

(iii) Affect or limit ICE's Priority Enforcement Program (f/k/a Secure Communities) whereby all fingerprints of adults arrested, or juveniles taken into custody, for a crime other than a simple misdemeanor are automatically included in the federal automated fingerprint identification system and cross checked against the ICE database, such that ICE is notified of that person's arrest and detention in the jail; or

(iv) In any way condone, encourage or assist the violation of federal law which makes it a crime for any person to, "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation."
(8 U.S. C. Section 13 24)

Memo

To: Mayor Hampton & Council
From: Chief Doug Shannon
CC: Chris Nosbisch, City Administrator
Date: 4/27/2017
Re: Immigration Resolution/Policy

Mayor & Council,

I thought I would take this opportunity to put together information related to the police departments experience and history related to immigration enforcement issues. This is in response to the request from Megan Jones, for the City to adopt a resolution & policy similar to what Iowa City/Johnson County have adopted. I have spent time researching and monitoring proposed legislation related to this over the past 2 months. I have included information that may assist Council discussion of this request at the next meeting.

First, I met with Megan and discussed police operations related to immigration issues. The police department rarely deals with immigration issues. We have in the past arrested individuals for criminal acts which occurred in our jurisdiction. During the investigation or arrest regarding these crimes, a suspect may be identified as being in violation of immigration law. The immigration violation would be handled by ICE, and not by our department. Local law enforcement does not investigate or enforce immigration violations. Our department does share records with any law enforcement agency that makes a request. Additionally our department assists other law enforcement agencies (Local, County, State, Federal) with law enforcement duties under mutual aid as needed (same as other departments assist our department).

I contacted Police Chiefs & Sheriffs in Linn & Johnson County to determine what their departments have done/are doing related to this issue. Johnson County & Iowa City adopted resolutions. Others have been approached and are not proceeding at this time. There was a bill introduced to enact a law that prohibits local government from "limiting or restricting enforcement of federal immigration laws." These bills (HF265 & Senate Study Bill 1172) did not make it out of committee. If you would like copies of the bills, I can provide them to you.

I reviewed our department policy manual and the personnel manual for the City of Mount Vernon. I have attached areas that may relate to this discussion for your review. I also included a media statement that Iowa City sent out after passing the resolution titled "Iowa City's Actions Protect Public Safety". Additionally, I included press articles from Johnson County, Polk County Sheriff, and the Justice Department's position for your review. Recently a Judge in California has blocked efforts to withhold money from "sanctuary cities".

As stated previously, our department does not enforce immigration law. We do not inquire about an individual's immigration status, nor would we detain an individual to determine their immigration status or arrest them for solely violating federal immigration law/statute. On occasion our department is

requested to assist other law enforcement agencies, including our Federal partners. When called upon to assist, we generally take a secondary role. For example, if the FBI needed to execute a search warrant at a residence in Mount Vernon, we would assist as needed, but in a support role (traffic control, scene security, etc.) to assist in maintaining the safety of our community.

When officers encounter foreign nationals, we may inquire about documentation and/or status as necessary to identify their country and notify their foreign consulate. We refer and work with the State Department when dealing with foreign nationals.

Finally, it is important to understand that if a person has a criminal warrant for their arrest (federal or local) we are obligated to act on the court order. Likewise if an individual is a danger to the safety of our community or victimizing others, our department will utilize every resource available to ensure our community members are safe and the individual is held accountable. (One recent example of this is the assault on one of our officers by Erwin Bell).

As always, please feel free to contact me if you have questions or need additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Doug Johnson", written in a cursive style.

Chief of Police

RESOLUTION NO. _____

**RESOLUTION REAFFIRMING THE PUBLIC SAFETY
FUNCTION OF LOCAL LAW ENFORCEMENT.**

WHEREAS, the City of Iowa City devotes resources to law enforcement for the purpose of assuring the safety of all persons who reside in or visit our community; and

WHEREAS, the power to regulate immigration is exclusive to the federal government and the enforcement of immigration law is a function of the federal government that currently resides with Immigration and Customs Enforcement (ICE) of the Department of Homeland Security; and

WHEREAS, no federal law compels the local police to participate in the enforcement of federal immigration law and any such requirement would raise significant anti-commandeering issues under the Tenth Amendment to the Constitution of the United States; and

WHEREAS, for as long as the City can remember, the Iowa City Police Department has not been involved in the enforcement of federal immigration law; and,

WHEREAS, any perception that the local police are involved in the enforcement of immigration law will undermine the police-community relationships that have been built up over the years, and thereby undermine the ability of the police to keep the community safe; and,

WHEREAS, it is essential to public safety that every person, regardless of immigration status, who is a victim of or a witness to a crime feels comfortable reporting crimes or aiding in the investigation of crimes.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IN THE STATE OF IOWA:

1. Except as necessary for public safety as determined by the Police Chief or designee, or as otherwise required by state or federal law, the Iowa City Police Department shall not undertake any law enforcement action for the purpose of detecting the presence of undocumented persons or devote any public resources to the enforcement of federal immigration law.
2. This resolution addresses the discretionary use of legal city resources and does not:
 - (i) Prohibit, or in any way restrict, any official or employee of the City of Iowa City from sending to or receiving from ICE information regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 U.S. C. Section 1373);
 - (ii) Affect or limit the enforcement of federal immigration law by federal authorities within the City of Iowa City;
 - (iii) Affect or limit ICE's Priority Enforcement Program (f/k/a Secure Communities) whereby all fingerprints of adults arrested, or juveniles taken into custody, for a crime other than a simple misdemeanor are automatically included

Resolution No. _____

Page 2

in the federal automated fingerprint identification system and cross checked against the ICE database, such that ICE is notified of that person's arrest and detention in the jail; or

(iv) In any way condone, encourage or assist the violation of federal law which makes it a crime for any person to, "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation." (8 U.S.C. Section 1324)

Passed and approved this ___ day of _____, 20__.

Approved by

1-11-17
City Attorney's Office

MAYOR

ATTEST: _____
CITY CLERK

Iowa City's Actions Protect Public Safety

On January 17, the City Council of Iowa City adopted a resolution reaffirming the public safety functions of local law enforcement. I want our fellow Iowans, especially those who live outside Iowa City, to understand what we did, and did not, do.

I find it important to do so because many Iowans (and non-Iowans) have written or phoned Council members to condemn us for even preliminarily discussing the "Sanctuary City" concept and for subsequently considering a resolution reaffirming the public safety functions of local law enforcement.

By far the largest proportion of the objecting emails and phone calls were stimulated by "robo calls" coming from a Des Moines-based organization, "Priorities for Iowa, Inc." The objectors, many of whom do not live in Iowa City or the State of Iowa, systematically repeated claims which are not true. And some of the objectors condemned us in very harsh and sometimes personally threatening language.

What did our Council actually adopt? And how does it differ from what objectors claim we were doing?

For as long as City staff can remember, the Iowa City Police Department has not been involved in the enforcement of federal immigration law. In light of public concerns about the anti-immigration rhetoric expressed during the recent presidential campaign, we merely reaffirmed that the focus of our law enforcement efforts is on protecting the safety of our residents and visitors, and that – except as necessary for public safety or as otherwise required by state or federal law – the city's law enforcement resources will not be used for immigration enforcement.

Put in less legal language, we affirmed that Iowa City is, and will continue to be, a safe and welcoming city for all its residents and visitors.

Objectors made several claims.

First, they claimed we would be designating Iowa City a "Sanctuary City." No, we would not. We explicitly chose not to declare Iowa City a "Sanctuary City" because it is not a legal term and because its meaning varies from person to person and from city to city. But we are a safe and welcoming city, and, as we have always done, we will focus our law enforcement efforts on protecting the safety of all of our residents and visitors.

Second, objectors further claimed that we would be harboring dangerous criminals. No, we would not.

The claim presumes that *undocumented residents are dangerous criminals*. This claim ultimately rests on a belief that violent crime has been increasing in the U.S. as whole. It isn't. In fact, according to FBI Uniform Crime Reports, the violent crime rate has plummeted dramatically since 1992.

Closer to home, there is no evidence that undocumented residents of Iowa City are dangerous. In the 5 years from 2011 through 2015 there were only 2 murders in Iowa City. There have been only 10 murders in the past 11 years, 5 of them in a mass murder by one person in 2008. Over that same time period we averaged roughly 4.6 violent crimes (murder, non-negligent manslaughter, forcible rape, robbery, and aggregated assault) annually for every 1,000 residents.

If our undocumented residents were dangerous criminals, would we not be seeing a tide of murders and other violent crimes? We are seeing nothing of the kind.

However, if undocumented residents fear they will be arrested by local police simply for being undocumented, they will avoid speaking with the police. If they avoid speaking with the police about being the victim of or a witness to a crime, all of our residents and visitors would be less safe. Maintaining good community-police relationships is a crucial part of ensuring public safety at the local level.

Third, objectors also claimed that we would be violating federal law and would be “aiding and abetting” dangerous criminals. No, we would not.

Our proposed resolution explicitly accounts for existing laws and court decisions. It states, “Except as necessary for public safety as determined by the Police Chief or designee, or as otherwise required by state or federal law, the Iowa City Police Department shall not undertake any law enforcement action for the purpose of detecting the presence of undocumented persons or devote any public resources to the enforcement of federal immigration law.”

The resolution also explicitly addresses what it does not do:

1. It does not “[I]n any way condone, encourage or assist” the violation of federal law which makes it a crime to knowingly “conceal, harbor or shield [aliens] from detection.” (8 U.S.C. Section 1324)
2. It does not “prohibit, or in any way restrict, any official or employee of the City of Iowa City from sending to or receiving from ICE [U. S. Immigrations and Customs Enforcement] information regarding the citizenship or immigration status, lawful or unlawful, of any individual”. (8 U.S.C. 1373)
3. It does not “affect or limit the enforcement of federal immigration law by federal authorities within the City of Iowa City.”

Fourth, objectors claimed that, if we approved the resolution, we would be following an undemocratic process. No, we would not.

The process we followed when considering the resolution was fully consistent with State law, Iowa City’s Home Rule Charter, Iowa City’s codes, and existing Court decisions. As is always the case, we provided time for residents to voice their agreement or disagreement with the proposed resolution both in writing and in person.

And fifth, objectors claimed we would be exposing Iowa City to a loss of federal and state funding. We do not believe we would be.

No federal law compels local police to participate in the enforcement of federal immigration law, and requiring the City to do so or conditioning federal funding on doing so would raise significant issues under the 10th Amendment and Spending Clause of the U. S. Constitution.

In brief, fellow Iowans, Iowa City is and will continue to be a safe and welcoming place for all its residents and visitors. Come down for a visit, look around, and you will see what I mean.

106 EMPLOYEE MEDICAL EXAMINATIONS

To help ensure that employees are able to perform their duties safely, medical examinations may be required.

After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the City's expense by a health professional of the City's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know.

107 IMMIGRATION LAW COMPLIANCE

The City is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Policy and Administration Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

The Department must strive for the establishment of a climate where an officer may perform his duties with the acceptance, understanding and approval of the public. Additionally, the willing and practiced participation of the people enforcing the law is essential for the preservation of freedom.

B. INDIVIDUAL DIGNITY

A recognition of individual dignity is vital in a free system of law. Just as all persons are subject to the law, all persons have a right to dignified treatment under the law, and the protection of this right is a duty, which is as binding on the Department as any other.

An officer must treat a person with as much respect as that person will allow. He must be constantly mindful that the people with whom he is dealing are individuals with human emotions and needs. Such conduct is not a duty imposed in addition to an officer's primary responsibilities, it is inherent in them.

C. ROLE OF AN INDIVIDUAL OFFICER

Community relations is manifested in its most common form in the numerous daily encounters between individual officers and citizens. It is at this level that reality is given to the unity of the people and the police, and where the greatest burden for the strengthening of community relations is laid.

In dealing with , each officer must accept to make his/her contact one which inspires respect for himself/herself as an individual and professional, and one which generated the cooperation and approval of the public. (While entitled to his/her own individual feelings, they must not enter into public contacts.) However, since an officer's feelings may be subconsciously manifested, it is incumbent upon him/her to strive for the element of attitude which might impair his/her impartiality and effectiveness.

D. EQUALITY IN ENFORCEMENT

Mount Vernon is composed of many different life styles and with each own individual crime problems. The nature of the City is manifested by the diverse ethnic and sociological background of its people. However, all persons in each area of the City have common the need for the protection which is afforded by fair and impartial law enforcement.

Additionally, as a person moves throughout the City, he/she must be able to expect a similar police response to his/her behavior wherever it occurs. Where the law is not evenly enforced, there follows a reduction in respect for the law and a resistance to its enforcement. In order to respond to varying law enforcement needs in different parts of the City, the department must have a flexibility in deployment and methods of enforcement. However, enforcement policies should be formulated on a City-wide basis and applied uniformly in all areas.

Implicit in uniform enforcement of law is the element of even-handedness in its application. The amount of force used or the method employed to secure compliance with the law or to make arrests is governed by each particular situation. Similar circumstances require similar treatment in all areas of the City and for all groups and individuals.

To ensure equal treatment in similar circumstances, an officer must be alert to situations where, because of a language barrier or for some other reason, he/she may be called upon to display additional patience and understanding in dealing with what might otherwise appear to be a lack of response.

E. RESPONSIVENESS TO THE COMMUNITY

The Department must be responsive to the needs and problems of the community. While the department's task is governed by law, the policies formulated to guide the enforcement of the law must include consideration of the public will. This responsiveness must be manifested at all levels of the Department by a willingness to listen and by a genuine concern for the problems of individuals or groups. The total needs of the community must become an integral part of the programs designed to carry out the mission of the Department.

F. OPENNESS OF OPERATION

Law enforcement operations in a free society must not be shrouded in secrecy. It is necessary that there be a full public disclosure of policies and openness in matters of public interest. Consistent with protection of the legal rights of an involved individual and with consideration of the necessity for maintaining the confidentiality of the department records of other primary department responsibilities, the Department is to disseminate accurate and factual accounts of occurrences of public interest. Additionally, the Department must strive to make known and accepted its objectives and policies.

G. INTERPERSONAL COMMUNICATIONS

To promote understanding and cooperation, there must be interpersonal communication between members of the community and officers at all levels of the department. Each employee must be aware of the law enforcement needs of the community and his/her particular assigned area of responsibility. Guided by policy, an officer must tailor his/her performance to attain objectives of the Department and to solve the specific crime problems in the area they serve. The Department must provide for programs to encourage productive dialogue with the public at all levels and to ensure that the unity of the police and the people is preserved.

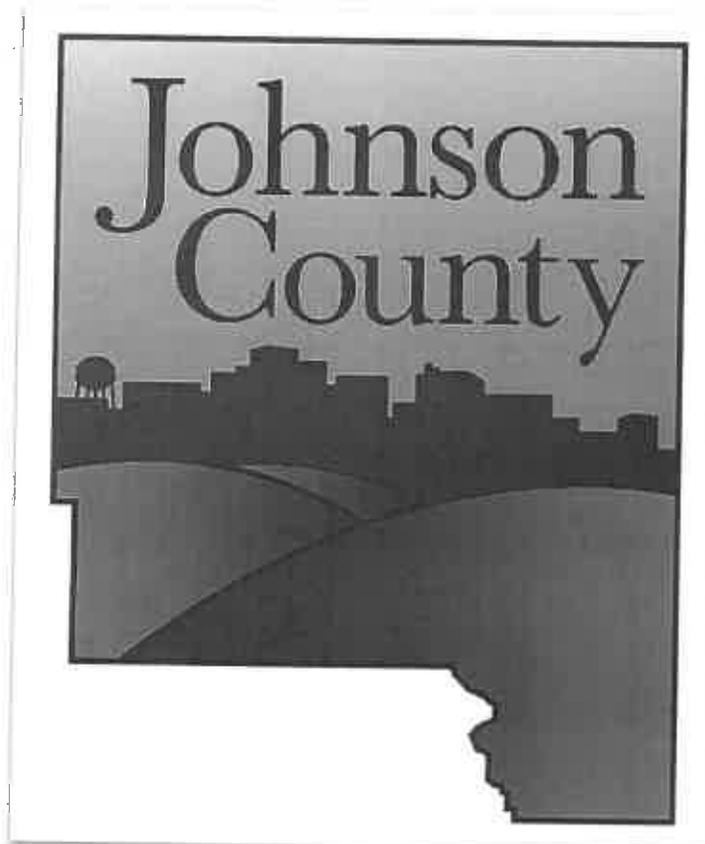
H. TRAINING IN HUMAN AND COMMUNITY RELATIONS

The selection process for police officers is designed to choose the most qualified and to eliminate those who are physically, emotionally, mentally or socially unfit. Those selected, however, are representative of the community at large and as such are subject to having the same prejudices and biases found in much of society.

Exposure to crime and its aftermath can tend to harden and render insensitive, an officer whose sympathetic understanding is needed to properly perform his duties. The Department must provide initial and continuing training in human and community relations to help officers avoid this hardening of attitude and to renew in each officer the understanding of his/her total role in the community.

Johnson County Supervisor: Enforcing immigration laws is job of federal government

Johnson County resolution would take stand against using local resources



Johnson County logo

Mar 1, 2017 at 9:30 pm | [Print View](#)



Madison Arnold

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JOHNSON COUNTY — The way Kurt Friese sees it, residents of Johnson County, regardless of immigration status, should feel safe speaking with and reporting crimes to local law enforcement officials.

Friese, a member of the county's Board of Supervisors, is author of a resolution, discussed during a work session Wednesday, that would take a stand against using county resources to aid in federal immigration enforcement efforts.

Iowa City officials, in January, passed a similar measure that stops short of making Iowa City a sanctuary city.

The resolution comes as U.S. immigration authorities have begun arresting undocumented

immigrants in a series of raids as part of President Donald Trump's Jan. 25 order to crack down on the estimated 11 million immigrants living in the country illegally.

Officials said the raids target known criminals, but they also have netted some immigrants without criminal records. Trump has substantially broadened the scope of who the Department of Homeland Security can target to include those with minor offenses or no convictions at all.

The president has pledged to deport as many as 3 million undocumented immigrants with criminal records.

The Board of Supervisors plans to again discuss Friese's resolution during a work session set for 1 p.m. Tuesday, before the board's regular meeting at 5:30 p.m. in the second floor boardroom of the Johnson County Administration Building, 913 S. Dubuque St. in Iowa City.

The five-member board is expected to vote on the resolution during its regular meeting.

On Wednesday, board members directed Friese to tweak the resolution with the hope of emphasizing the document is the board's position on immigration policy rather than one directing other elected county officials, such as the Sheriff's Office, how to handle issues related to immigration. Departments like the Sheriff's Office could be asked in the future to help with U.S. Immigration and Customs Enforcement — or ICE — efforts.

"I just don't want to get in a position where we're making promises we can't keep, said Supervisor Rod Sullivan. "I think that's not a good idea to give people a false sense of security."

Johnson County Sheriff Lonny Pulkrabek was not at Wednesday's work session, but he has said in the past he is not interested in having his office be involved in federal immigration enforcement efforts. Just last week, he reiterated that stance as investigators struggled to connect with potential witnesses in the case of a body found in the Iowa River near the Hills Access campground on Feb. 16.

On Friday, the woman was identified as Darling Yosseli Acosta River, 30, of Iowa City.

"We know that people are not answering the door when we're standing at them," Pulkrabek said, noting his firm belief that the reason why is potential witnesses are likely concerned the line of questioning could turn to their own immigration status.

"The Sheriff's Office does not enforce immigration laws," he said in a news release. "That is the responsibility of the federal authorities. The Sheriff's Office is not interested in a person's immigration status."

In December, Pulkrabek told The Gazette his office cooperates with ICE, sharing information with the agency daily and informing agents when an inmate is set for release.

But, he said, in 2014, his office shifted its policies on ICE detainer requests — that the agencies no longer would keep an inmate in custody after he or she had been ordered released, posted bail or served their sentence, without having a court order from a judge.

"If they want to greet someone when they get out, so be it," Pulkrabek said at the time. "We're not going to inhibit them from doing their job. We're going to do what the law says."

Pulkrabek could not be reached by The Gazette to comment for this story. Supervisors suggested inviting him, or a representative from his office, to Tuesday's work session.

When all is said and done, Supervisor and Board Chairwoman Janelle Rettig said she wants a clear statement from the county.

"I think we should be very clear that if the federal government wants to enforce immigration laws, that's their business not ours," she said. "County employees have another job to do and they shouldn't be out there on work duty and I think we should make that statement."

— The Washington Post contributed to this story

TEXT OF RESOLUTION'S FIRST DRAFT

"Resolution Reaffirming the Public Safety Function of Johnson County Law Enforcement,"

WHEREAS, Johnson County devotes resources to law enforcement for the purpose of assuring the safety of all persons who reside in or visit our community; and

WHEREAS, the power to regulate immigration is exclusive to the federal government and the enforcement of immigration law is a function of the federal government that currently resides with Immigration and Customs Enforcement (ICE) of the Department of Homeland Security; and

WHEREAS, no federal law compels the County Sheriff's Office to participate in the enforcement of federal immigration law and any such requirement would raise significant anti-commandeering issues under the Tenth Amendment to the

Constitution of the United States; and

WHEREAS, for as long as the County remember, the Johnson County Sheriff's Office has not been involved in the enforcement of federal immigration law; and,

WHEREAS, any perception that the Sheriff's Office is involved in the enforcement of immigration law will undermine the deputy-community relationships that have been built up over the years, and thereby undermine the ability of the office

to keep the community safe; and,

WHEREAS, it is essential to public safety that every person, regardless of immigration status, who is a victim of or a witness to a crime feels comfortable reporting crimes or aiding in the investigation of crimes.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF JOHNSON COUNTY, IN THE STATE OF IOWA:

1. The Board supports the position of the Sheriff's Office, to wit: "The Johnson County Sheriff's Office-Jail will not maintain custody of a subject(s) requested for a hold/detainer placed by DHS ICE-IMMIGRATION DETAINER-NOTICE OF ACTION FORM. The subject(s) currently on request for us to maintain custody will be released once the local/state/federal criminal charges are completed. Jail staff will cooperate with DHS requests for information."

2. Further, the Board supports the position of the Sheriff's Office that they will not undertake any law enforcement action for the purpose of detecting the presence of undocumented persons or devote any public resources to the enforcement of federal immigration law.

3. This resolution addresses the discretionary use of legal county resources and does not:

(i) Prohibit, or in any way restrict, any official or employee of Johnson County from sending to or receiving from ICE information regarding the citizenship or immigration status, lawful or unlawful, of any individual (8 U.S. C. Section 1373);

(ii) Affect or limit the enforcement of federal immigration law by federal authorities within Johnson County;

(iii) Affect or limit ICE's Priority Enforcement Program (f/k/a Secure Communities) whereby all fingerprints of adults arrested, or juveniles taken into custody, for a crime other than a simple misdemeanor are automatically included in the federal automated fingerprint identification system and cross checked against the ICE database, such that ICE is notified of that person's arrest and detention in the jail; or

(iv) In any way condone, encourage or assist the violation of federal law which makes it a crime for any person to, "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation." (8 U.S. C. Section 13 24).

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Sheriff: Polk County is not a 'sanctuary'

Bill McCarthy, Polk County Sheriff, Letter to the Editor Published 5:01 p.m. CT Feb. 14, 2017 | Updated 5:56 p.m. CT Feb. 14, 2017



(Photo: Register file photo)

The Iowa Legislature is considering legislation, specifically HF 265, which attempts to prevent cities, counties and state universities from failing to fully cooperate with Immigration and Customs Enforcement. This legislation attempts to deal with what is known as sanctuary cities.

While a number of media outlets have tagged Polk County as being a sanctuary county, the truth is we are not. Unless or until the current definition changes, to be a sanctuary city or county the elected policy makers of that community must vote to do so either by ordinance or resolution (e.g., city councils, board of supervisors). Certainly that has not happened in Polk County nor would I expect it to. And that has not occurred in any other county within the state. This makes some wonder why this legislation is needed in the first place.

The Polk County Sheriff's Office complies with every lawful initiative of any federal law enforcement agency, including ICE. The confusion occurs in two ways. First, it is not a violation of the criminal code to be undocumented or in common parlance, "illegal." Rather, it is a federal administrative rule violation. Local law enforcement does not, despite what some may think, enforce federal administrative rule violations. For example, we're not empowered to arrest a person for cheating on their taxes. The second confusion comes when ICE requests that we routinely hold a person beyond the resolution of the charges they were arrested for. We believe such an action to be illegal and a violation of that person's rights. Additionally, a request by ICE officers is simply that: It is not against the law for them to make that request but it would be improper as a routine matter for us to comply. A request, no matter what significance some people may want to ascribe to it, is in the end nothing more than a request.

While we deeply respect those people who have faced many unbelievable challenges to make a better life for themselves and their families (who would do differently?), we have always told those groups that we represent, first and foremost, a law enforcement agency and we will follow the law. I also tell them that in doing that we will try to be as compassionate and caring as possible. We will respect the rights our government gives them for simply being a human being and being present in our country. What would make us think for a minute that people in our country, regardless of status, are not subject to the same constitutional protections and due process that any other person is?

No one disputes the necessity to deal with those involved in crime. But that is not what we have always seen by the federal government. Why in dealing with these issues do some of us have to be so mean-spirited? Let's not forget that for the most part we are dealing with moms, dads and children, who are an extraordinary example of what most people would look for in a loving family.

Lastly, isn't it ironic that many of our federal leaders from the president to the Congress now scapegoat local jurisdictions as sanctuary cities and counties, when the entire problem rests at their doorstep and their absolute inability to do pass unifying legislation that would govern all of our behaviors?

BILL MCCARTHY is the Polk County sheriff. Contact: bill.mccarthy@polkcountyiowa.gov (mailto:bill.mccarthy@polkcountyiowa.gov)

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LAW

Justice Department Warns 'Sanctuary Cities,' With Grant Money At Risk

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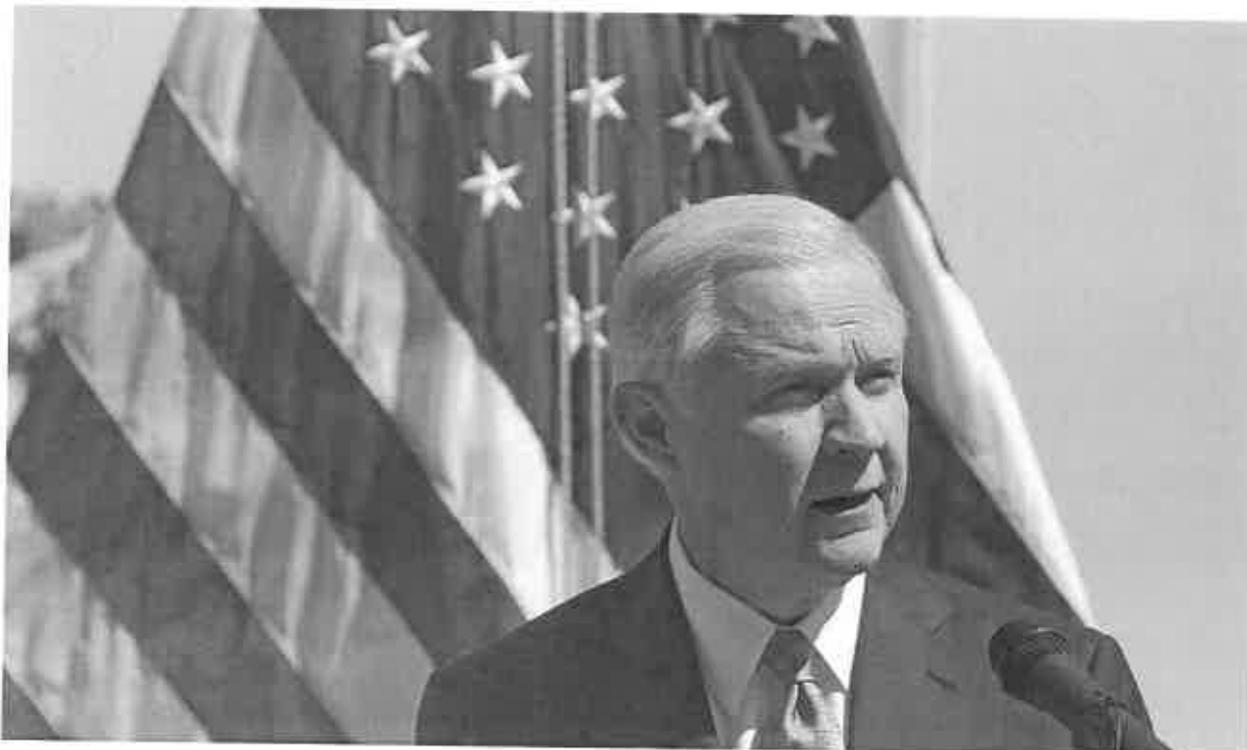
Transcript

April 21, 2017 · 1:15 PM ET

Heard on All Things Considered



CARRIE JOHNSON



Attorney General Jeff Sessions speaks at a news conference after touring the U.S.-Mexico border on April 11. The Justice Department is warning so-called sanctuary cities that they must prove they are complying with federal immigration laws or risk funding.

Ross D. Franklin/AP

Updated at 7:15 p.m. ET.

The U.S. Justice Department has escalated its approach to so-called sanctuary cities, writing at least eight jurisdictions Friday to put them on notice they could be failing to cooperate with immigration authorities.

Alan Hanson, the acting assistant attorney general for the Justice Department's grant-making arm, warned the cities that they're required to submit proof that they comply with federal immigration law.



LAW

Justice Department Veterans Warn Federal Money Could Have 'Strings Attached'

"Failure to comply with this condition could result in the withholding of grant funds, suspension or termination of the grant, ineligibility for future ... grants, or other action, as appropriate," Hanson wrote.

The places receiving the letters include Chicago, New Orleans, Philadelphia, Las Vegas, Miami, Milwaukee, New York and Sacramento, Calif.

Attorney General Jeff Sessions has adopted a hard line on immigration, dating to his time in the U.S. Senate. Sessions links immigration to a variety of social problems, including what he calls a rise in crime.

In a statement accompanying the letters to sanctuary cities, the Justice Department said "many of these jurisdictions are also crumbling under the weight of illegal immigration and violent crime."



THE TWO-WAY

How America's Idea Of Illegal Immigration Doesn't Always Match Reality

While murders and other violence are on the rise in some major cities, most scholars have concluded that crime remains near historic lows and that immigrants commit

fewer crimes than U.S.-born citizens.

The Justice Department statement blasted New York for gang murders there, labeling them "the predictable consequence of the city's 'soft on crime' stance."

New York's murder tally is one of the lowest in the nation, according to data collected by the FBI. A spokesman for the New York Police Department, J. Peter Donald, responded on Twitter: "Did DOJ really say the NYPD is soft on crime?"



THE TWO-WAY

DHS Publishes List Of Jurisdictions That Rejected Immigrant Detainer Requests

Later, Police Commissioner James O'Neill issued a statement pointing out that last year, New York experienced fewer shootings than since the city had started keeping records. To argue otherwise, as the U.S. Justice Department has done, "demonstrates a willful disregard of the facts," O'Neill said.

New York Mayor Bill de Blasio also weighed in, telling President Trump that if he believes New York is soft on crime, "then I invite him to come to NYC, look our officers in the eye and tell them."



Bill de Blasio
@NYCMayor

Follow

President Trump and Attorney General Sessions must immediately decide if they stand by the statement that the NYPD is "soft on crime."

4:42 PM - 21 Apr 2017 · Manhattan, NY

1,042 2,737

In response, the Justice Department said the issue was the city's policies, not law enforcement officers:

"Unfortunately, the Mayor's policies are hamstringing the brave NYPD officers that protect the city, and only serve to endanger the lives of the hard working men and women of the NYPD who care more about keeping their city and country safe than they do about city hall politics."

In California, Attorney General Xavier Becerra said his state has a "right to determine how it will provide for the safety and general welfare of its residents and to safeguard their constitutional rights."

Becerra added: "Fearmongering and falsehoods will not intimidate our state into compromising our values. Federal threats to take away resources from law enforcement or our people in an attempt to bully states and localities into carrying out the new administration's unsound deportation plan are reckless and jeopardize public safety."

Earlier this week, Justice Department veterans warned that a tough approach to jurisdictions that refuse to follow federal immigration and marijuana laws could hurt community partnerships.

"I think it's cause for concern," said Miriam Krinsky, a former federal prosecutor who now works with newly elected district attorneys and state attorneys. "With federal money moving forward, there could be the potential for federal strings to be attached."

Sessions, who is touring the Southwest border this week, told MSNBC that most cities are cooperating. "We're pleading with the cities, let's don't have a fight over this," Sessions said earlier Friday. "So I hope we don't end into a fight, but we're perfectly willing to do whatever I can to ensure that we have the kind of unified effort that protects America."

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AGENDA ITEM # L – 2

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

DATE:	May 1, 2017
AGENDA ITEM:	Purchase Power Agreement
ACTION:	Motion

SYNOPSIS: Now that the application for solar energy on City Hall has been submitted, Council will need to determine the manner in which it will be constructed. I have included a purchase power agreement for your review, as it is one option. The other option would be for the City to pay for the initial construction and own the array.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/26/17

SOLAR POWER AND SERVICES AGREEMENT

Cover Sheet

This Solar Power and Services Agreement is made as of: 04/12/17 (the "Effective Date"), and together with the Cover Sheet, General Terms and Conditions, Exhibits, and Schedules The parties to this Agreement (the "Parties") are as follows:

Provider:	Red Lion Mt Vernon Solar, LLC	Buyer:	City of Mt Vernon
------------------	--------------------------------------	---------------	--------------------------

All Notices:

Street: 2719 Georgetown Avenue
 City: Norwalk, IA Zip: 50211
 Attn: Terry Dvorak
 Phone: 515-991-4594 Fax: NA

All Notices:

Street: 213 1st Street
 City: Mt Vernon, IA Zip: 52314
 Attn: Chris Nosbisch
 Phone: 319-895-8742 Fax: 319-895-6108

With a copy to:

Name: Fredrikson & Byron
 Street: 505 East Grand Ave, Suite 200
 City: Des Moines, IA Zip: 50309
 Attn: J. Marc Ward
 Phone: 515-242-8900 Fax: 515-242-8950

With a copy to:

Name: _____
 Street: _____
 City: _____ Zip: _____
 Attn: _____
 Phone: _____ Fax: _____

Emergency Contact Information:

Name: Red Lion Renewables, LLC
 Street: 2719 Georgetown Avenue
 City: Norwalk, IA Zip: 50211
 Attn: Terry Dvorak
 Phone: 515-991-4594 Fax: NA
 E-mail: Terry.dvorak@redlionrenewables.com

Emergency Contact Information:

Name: City of Mt Vernon
 Street: 213 1st Street
 City: Mt Vernon, IA Zip: 52314
 Attn: Chris Nosbisch
 Phone: 319-895-8742 Fax: 319-895-6108
 E-mail: cnosbisch@cityofmtvernon-ia.gov

The Parties hereby agree that the General Terms and Conditions attached hereto are incorporated herein.

Project Site Name:	City Hall		
Description and Address of Project Site:	26 kW-dc located on roof of City Hall		
System Description and Nameplate Capacity:	Solar photovoltaic (PV) electricity generating systems tied into facility electrical system		
Project Documents:	Project system layout and description included in Exhibit E.		
Local Electric Utility:	Alliant Energy		
Interconnection Agreement:	Alliant Energy standard interconnection agreements.		
EPC Contractor:	Atwood Electric		
Required Rebate:	NA		
Estimated Commercial Operation Date:	05/30/17		
Installation Date	See Exhibit H		
System Acceptance Testing Requirements:	Utility acceptance and Red Lion Renewables meter reading		
Governing Law:	Iowa	Venue:	Polk County
kWh Rate:	Initial rate of \$0.09 /kWh with 2.5% annual escalator. See Exhibit F for schedule		
Additional Expenses:	NA		
Early Termination Value:	See Exhibit F for schedule		

IN WITNESS WHEREOF, the Parties have caused this Solar Power and Services Agreement to be duly executed as of the date first written above.

CITY OF MT VERNON, IOWA

RED LION MT VERNON SOLAR, LLC

Name: _____
Date: _____
Title: _____

Name: Terry Dvorak
Date: _____
Title: CEO

GENERAL TERMS & CONDITIONS

Article I. Provider Obligations.

Section 1.01 Installation.

(a) Construction Plans. From and after the Effective Date, Provider shall provide to Buyer construction plans and engineering evaluations regarding the Installation Work (the date of such submission, the "Construction Plans Submission Date").

(b) Installation Work. After receipt of the Notice to Proceed (provided pursuant to Section 2.01 below), but no later than the Installation Date, Provider shall commence the Installation Work. Provider shall perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with Buyer's and Buyer's invitees' and customers' use of the Project Site to the extent commercially practicable.

(c) Installation Standards. The System shall be installed with due care by qualified employees, representatives, agents, contractors, subcontractors or advisors of Provider and shall conform to Prudent Electric Practices and Applicable Law. If Provider fails to meet any of the foregoing standards in any material respect, Provider shall perform at its own cost, and without additional charge to Buyer, the professional services necessary to correct errors and omissions, including any necessary replacement of any component of the System, that are caused by Provider's failure to comply with the above standards in all material respects.

Section 1.02 Utility and Government Approvals. Provider shall obtain and maintain all Approvals that are required for the performance of the Installation Work, System Acceptance Testing, System Operations and any other work required under this Agreement.

Section 1.03 Testing. Provider may, upon not less than three (3) Business Days' prior written notice to Buyer, conduct testing of the System ("System Acceptance Testing"). System Acceptance Testing shall be deemed successful upon the achievement of the tests set forth on the Cover Sheet. Buyer shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing, at Buyer's sole cost.

Section 1.04 Operation and Maintenance.

(a) System Operations. Provider shall perform System Operations (either itself or through Maintenance Providers) for the System at its sole cost and expense.

(b) Metering.

(i) Installation and Maintenance. Provider shall install and maintain, at the Delivery Point, a utility grade kilowatt-hour (kWh) meter for the measurement of Solar Services delivered to the Delivery Point (the "Metering System").

(ii) Testing. No more than one (1) time in any twelve (12) month period, Buyer may request, in writing, that Provider test the Metering System for accuracy. Notwithstanding the foregoing, if Buyer reasonably believes the Metering System is inaccurate, it may request, in writing, that Provider test the Metering System for accuracy. Provider shall test the Metering System within twenty (20) days after delivery of Buyer's written request, and shall provide to Buyer a copy of all testing and accuracy calibrations for the Metering System to Buyer.

(iii) Adjustments. If testing of the Metering System indicates that it is in error by more than two percent (2%), then Provider shall promptly repair or replace the Metering System. Provider shall make a corresponding adjustment to the records of the amount of Solar Services delivered to the Delivery Point based on such test results for (A) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (B) if such period cannot be so determined, then a period determined by a third party mutually agreed upon by the Parties, such period not to exceed the *shorter* of: (X) one-half (1/2) of the period from the later of the date of the last previous test confirming accurate metering or the date the Metering System was placed into service; and (Y) two (2) years.

(iv) Costs. If (A) testing of the Metering System is pursuant to Buyer's written request under Section 1.04(b)(ii), and (B) such testing indicates the Metering System is in error by two percent (2%) or less, then Buyer shall be responsible for the costs of such testing and no adjustments will be made to the records. Otherwise, Provider will be responsible for the costs of such testing.

(c) Malfunctions and Emergencies. Provider shall notify Buyer (i) immediately upon the discovery of an emergency condition in the System, and (ii) within twenty-four (24) hours following its discovery of any material malfunction in the operation of the System or of the discovery of an interruption in the supply of Solar Services. If an emergency condition exists, Provider shall dispatch the appropriate personnel to perform the necessary repairs or take corrective action in an expeditious and safe manner. If there exists an imminent risk of damage or injury to any Person or any Person's property, then in any such case, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, in compliance with the provisions of Section 1.05, or suspending the supply of Solar Services to Buyer. If such emergency condition exists due to: (a) an event of Force Majeure, then the Parties shall equally bear the costs of such action, including any necessary repairs or replacements to the System; (b) the acts or omissions of Buyer or a third party (excluding the EPC Contractor or any Maintenance Provider), then Buyer shall bear the costs of such action, including any necessary repairs or replacements to the System; or (c) for any other reason, then Provider shall bear the costs of such action, including any necessary repairs or replacements to the System.

Section 1.05 Removal of the System. Upon the expiration of the Term or the occurrence of an Early Termination Date, Provider shall, at its expense, remove the System from the Premises on a mutually agreeable date but in no event later than ninety (90) calendar days after the expiration of the Term or the Early Termination Date (as applicable); provided, however, that Provider shall not remove the System from the Premises if Buyer purchases the System by exercising its Purchase Option; provided, further, that Provider shall not be required to remove System mounting pads or other support structures; provided, further, that under no circumstances shall Provider be required to remove the System prior to the fifth (5th) anniversary of the Commercial Operations Date, unless otherwise agreed by Provider. Buyer's covenants in Section 6.02 shall remain in effect until the date that the System is removed pursuant to this Section 1.05. If Provider is under an obligation to remove the System pursuant to this Section 1.05, and fails to remove or commence substantial efforts to remove the System by the date agreed upon pursuant to this Section 1.05, Buyer may remove the System to a public warehouse (other than System mounting pads or other support structures) at Provider's cost.

Article II. Buyer Obligations.

Section 2.01 Installation.

(a) Approval of Construction Plans. Following the Construction Plans Submission Date and prior to delivery of the Notice to Proceed, Buyer shall have the right to review and approve all construction plans and engineering evaluations. Upon approving the construction plans and satisfaction of Buyer's conditions precedent set forth in Section 4.02, and within thirty (30) calendar days following the Construction Plans Submission Date, Buyer shall deliver to Provider a written notice directing Provider to commence the Installation Work (the "Notice to Proceed"). Buyer agrees to expend commercially reasonable efforts to approve the construction plans and satisfy the conditions precedent.

(b) Solar Access and Load. Buyer shall not cause or permit any interference with the System's insolation and access to sunlight, as such insolation and access exists as of the Effective Date. Buyer grants to Provider the right to file and record an Easement in the real property records for the County specified on the Cover Sheet where the Project Site is located setting forth the solar access rights granted herein. Buyer acknowledges that materially altering the existing load configuration to the Metering System could adversely affect the System or its function; Buyer covenants that it shall not materially alter such load configuration to the Metering System.

Section 2.02 Government Approvals. Buyer shall generally assist Provider in obtaining and maintaining Approvals required for Provider to perform its obligations under this Agreement. Such assistance by Buyer shall include providing to Provider in a timely manner: (i) any authorizations needed for any Approvals; (ii)

signed applications for permits, Local Electric Utility grid interconnection applications and agreement(s) and rebate applications; and (iii) drawings of the existing electrical and structural components of the Premises. To the extent that only Buyer is authorized to obtain or issue any necessary consents, approvals, permits, rebates or other Financial Incentives for the Installation Work, System Acceptance Testing, System Operations, System removal or any other work required under this Agreement, Buyer shall deliver to Provider promptly, and shall assist Provider in maintaining and utilizing, copies of such consents, approvals, permits, rebates, Financial Incentives and authorizations.

Section 2.03 Purchase Requirement. Buyer agrees to purchase all of the Solar Services delivered to the Delivery Point during the Term.

Section 2.04 Rights of Access.

(a) Access to Premises. Buyer hereby grants to Provider, its employees, agents, contractors, subcontractors, invitees, advisors, the EPC Contractor and any Maintenance Providers a license, which shall include the rights (a) to use and access the Premises to perform the Installation Work, ongoing maintenance work, and observe system operations during the Term, to confirm compliance with the terms of this Agreement and for any such period required to remove the System, (b) of ingress and egress to the Premises, and (c) to access electrical panels and conduits to interconnect the System with, or disconnect the System from, the Premise's electrical wiring to the extent required by this Agreement. Buyer and its authorized representatives shall at all times have access to and the right to observe the Installation Work, System Operations or removal of the System, but shall not interfere or handle any Provider equipment or any component of the System without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 1.04(c), Buyer shall be permitted to take those actions necessary to prevent injury as specified in Section 2.06. Buyer grants to Provider the right to file and record an Easement in the real property records for the County specified on the Cover Sheet where the Project Site is located setting forth the access rights granted herein.

(b) Internet Connection. Buyer hereby grants to Provider, from the commencement of the Installation Work until the end of the Term, the right to connect the System monitoring equipment to the necessary intranet and/or internet networks so that it is possible for Provider to remotely monitor energy production by the System. Buyer will provide Provider with a working continuous ethernet connection to its intranet and/or internet network, in the area of electrical equipment.

(c) Temporary Storage Space During Installation or Removal. Buyer shall use commercially reasonable efforts to provide Provider and its contractors with sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations and System removal, and access for rigging and material handling. Buyer shall provide Provider a reasonable area for construction lay-down.

Section 2.05 Buyer Repairs & Maintenance.

(a) Electrical Structure. Buyer, at its sole cost and expense, shall make necessary repairs or changes to the existing electrical structure of the Premises, at Provider's direction and with its approval, so that the Premises are eligible for state subsidy, rebate funding renewable energy credits, sale of electricity, and otherwise to fulfill the intent of this Agreement. Notwithstanding the foregoing, except as set forth in Exhibit G, Buyer shall not make any material changes to: (i) its electrical equipment at the Premises after the date on which the applicable utility interconnection application is submitted unless any such changes, individually or in the aggregate, would not adversely affect the approval by such utility of such interconnection; or (ii) the Premises at any time during the Term that would adversely affect System Operation or the delivery of Solar Services to Buyer.

(b) Maintenance. Buyer shall maintain the Premises so that: (i) there exist no other site conditions or conditions at the Premises that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services; (ii) the structural integrity of the Premises is sufficient to accommodate the System as designed by Provider; and (iii) overshadowing of the System is reduced to the extent reasonably practicable.

Section 2.06 Emergencies. If there exists an imminent risk of damage or injury to any Person or any Person's property, then Buyer may (but shall not be obligated to) take such action as Buyer deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System, with notice thereof to Provider as soon as reasonably practicable. The costs and losses from such emergency condition shall be allocated in accordance with the last sentence of Section 1.04(c).

Article III. Title.

Section 3.01 Title to Environmental Attributes and Financial Incentives. Throughout the duration of this Agreement, Provider or Provider's Affiliate shall retain ownership of all Environmental Attributes, including any RECs, produced by the System, as well as any rebate or other Financial Incentives. Buyer's purchase of Solar Services does not include Environmental Attributes, any rebate or other Financial Incentives, or any other attributes of ownership of the System, all of which shall be retained and may be otherwise sold or transferred by Provider in its sole discretion.

Section 3.02 Title to the System. Provider, or an Affiliate of Provider, shall retain Ownership of the System at all times.

Section 3.03 Personal Property; Not A Fixture. The System shall, at all times, retain the legal status of Provider's or Provider's Affiliate's personal property as defined under Governing Law. Buyer covenants that it will use reasonable commercial efforts to place all Persons having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could be construed as prospectively attaching to the System as a fixture of the Premises, Buyer shall provide to Provider a disclaimer, release or other similar instrument reasonably acceptable to Provider from any such mortgagee or Person making a fixture filing on the Premises. If Buyer is the fee owner of the Premises, Buyer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Buyer is not the fee owner, Buyer will obtain such disclaimer from such owner.

Article IV. Conditions Precedent.

Section 4.01 Provider's Conditions. The obligation of Provider to commence the Installation Work is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by the Provider in whole or in part):

- (a) Buyer's representations and warranties in Sections 5.01 and 5.02 remain true, complete and correct, in all material respects;
- (b) A rebate or subsidy in an amount of the Required Rebate is available to Provider (directly or indirectly by assignment under the Rebate Assignment Agreement) from the state, Local Electric Utility, or other source for the acquisition, installation, operation and maintenance of the System and is reserved for the System as designed;
- (c) Provider shall have obtained financing from one or more investors, lenders, or other sources which in aggregate is in the amount which Provider determines in its sole reasonable judgement is necessary to commence the Installation Work;
- (d) There is no material adverse change in the rebate or subsidy program or federal tax code since the Effective Date that would adversely affect the economics of the acquisition, installation, operation and maintenance of the System for Provider and its investors (if any), as determined by Provider in its sole discretion;
- (e) Buyer has executed and returned to Provider the Acknowledgement and Confirmation Form, pursuant to Section 15.04(c);
- (f) Provider has received the Notice to Proceed;
- (g) Any condition set forth in Exhibit F and G shall have been satisfied; and

(h) All necessary Approvals that are required to be obtained by Buyer have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Provider).

Section 4.02 Buyer's Conditions. The obligation of Buyer to issue a Notice to Proceed is subject to the satisfaction, of each of the following conditions (any of which may be waived in writing by Buyer in whole or in part):

(a) Provider's representations and warranties in Section 5.01 remain true, complete and correct, in all material respects; and

(b) All necessary Approvals that are required to be obtained by Provider have been obtained (except for such Approvals that are reasonably expected to be obtained in the ordinary course or are otherwise to be obtained by Buyer).

Article V. Representations & Warranties.

Section 5.01 Representations and Warranties of the Parties. Each Party represents and warrants to the other as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization or incorporation, as appropriate;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or agreement to which it is a party or by which it or its property is bound, (ii) its organizational documents, or (iii) any Applicable Laws.

Section 5.02 Buyer Additional Representations and Warranties. In addition to its representations and warranties in Section 5.01, Buyer represents and warrants to Provider as of the Effective Date and any other date that such representations and warranties are required to be repeated that:

(a) if the Premises are located on a roof, the roof of the Premises (i) has been weather-proofed against the weather conditions reasonably expected to exist at the location of the Premises, (ii) can reasonably be expected to exist in the same condition (except for ordinary wear and tear) for a period of [seven (7) years] from the date of such representation, and (iii) otherwise has the structural integrity sufficient to accommodate the System as designed by Provider;

if the Premises are located on the ground, (i) the Buyer has made necessary accommodations for site access, security, and safety as defined in the Exhibit E Project Specifications, and (ii) appropriate grounds maintenance have been agreed to either in Exhibit E or through a separate Operations and Maintenance Agreement.

(b) there is a suitable electrical interconnection point of sufficient capacity to accommodate the System as designed by Provider located within 500 feet of the planned location of the System as described on the Cover Sheet;

(c) for any underground placement of electrical cable or conduit, to the best knowledge and belief of Buyer, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with the National Electrical Code;

(d) to the best knowledge and belief of Buyer, there exist no site conditions or conditions at the Premises or construction requirements for the System as designed by Provider that would materially impede or increase the cost of Provider's obligations under Article I or the cost to produce Solar Services;

(e) that there are no threatened condemnation or eminent domain proceedings, or contemplated sales in lieu therein, involving a partial or total taking of the Premises;

(f) to the best of its knowledge after due inquiry, no Hazardous Substances exist on the Premises; and

(g) during the period which it has occupied the Premises, the Premises have not been used for the unlawful storage or disposal of Hazardous Substances.

Section 5.03 Exclusion of warranties. Except as expressly set forth in Section 1.01(c) and this Article 5, the installation work and the solar services provided by Provider to Buyer, and the removal of the System (if applicable) shall be "as-is, where-is". No other warranty to buyer or any other person, whether express, implied or statutory, is made as to the installation, design, description, quality, merchantability, completeness, useful life, future economic viability, or fitness for any particular purpose of the System, the Solar Services or any other service provided hereunder or described herein, or as to any other matter, all of which are expressly disclaimed by provider.

Article VI. General Covenants.

Section 6.01 Provider's Covenants. As a material inducement to Buyer's execution and delivery of this Agreement, Provider covenants and agrees to the covenants set forth in Exhibit G and the following:

(a) System Condition. Except as provided in Section 1.04(a), Provider shall take all actions reasonably necessary to ensure that the System is capable of delivering Solar Services to the Delivery Point.

(b) Health and Safety. In performing its obligations under this Agreement, Provider shall take all necessary and reasonable safety precautions and comply with Applicable Laws pertaining to the health and safety of persons and real and personal property. Provider shall promptly report to Buyer any death, lost time injury, or property damage to the Premises that occurs on the Premises.

(c) Liens. Provider shall not, as a result of its actions or inactions under this Agreement, directly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein. If Provider breaches its obligations under this Section 6.01(c), it shall (i) immediately notify Buyer in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Buyer, as Provider will pay for the discharge.

(d) Approvals. Subject to Buyer's performance of its obligations under Section 2.02, Provider shall obtain and maintain all Approvals required to be obtained and maintained in order to perform its obligations under this Agreement. Upon Buyer's request, Provider shall deliver copies of all Approvals obtained and maintained pursuant to this Section 6.01(d) to Buyer.

Section 6.02 Buyer's Covenants. As a material inducement to Provider's execution and delivery of the Agreement, Buyer covenants and agrees to the covenants set for in Exhibit G and each of the following:

(a) Security. Buyer shall provide for physical security of the System, including commercially reasonable installation, maintenance and monitoring of security alarms on the Premises.

(b) Notice of Damage. Buyer shall promptly notify Provider of any damage to, or loss of the use of, the System or any matter or circumstance that could reasonably be expected to adversely affect the System or its operation.

(c) Health and Safety. Buyer shall at all times maintain the Premises consistent with all Applicable Laws pertaining to the health and safety of Persons and real and personal property. Buyer shall at all times comply with Provider's instructions and safety guidelines when in the vicinity of the System.

(d) Liens. Buyer shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Buyer breaches its obligations under this Section 6.02(d), it shall (i) immediately notify Provider in writing, and (ii) promptly cause such Lien to be discharged and released of record without cost to Provider, as Buyer will pay for the discharge.

(e) Approvals. Buyer shall obtain and maintain Approvals required to be obtained and maintained by it to perform its obligations under this Agreement, including such Approvals required to site, install and maintain the System on the Premises.

(f) Assignment of Rebate. To the extent that all or a portion of the Required Rebate is collectable only by Buyer under Applicable Law, the Parties shall enter into a Rebate Assignment Agreement, substantially in the form of Exhibit C hereto, which will assign the right to receive such Required Rebate from Buyer to Provider.

(g) No Action to Invalidate Required Rebate or RECs. Notwithstanding anything else to the contrary in this Agreement, including the rights and options of Buyer contained herein, Buyer shall take no action that may invalidate, terminate or cause the recapture any financial incentive with respect to the System or that may prevent the System from producing RECs; provided, however, that the foregoing covenant shall not prevent Buyer from terminating this Agreement under Article IX.

Article VII. Payments.

Section 7.01 Solar Services Payment. Provider shall invoice Buyer on the fifth (5th) Business Day of each month, commencing on the first calendar month to occur after the Commercial Operation Date, for the Solar Services Payment in respect of the previous month. Buyer shall pay the amounts specified in such invoice within ten (10) Business Days after receipt of the invoice, and except as provided in Section 7.04, below, shall not be entitled to set off any amount owing from Provider against such payments.

Section 7.02 Method of Payment. Buyer shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider. All payments that are not paid when due may, at the discretion of Provider, bear interest accruing from the date becoming past due until paid in full at a rate equal to the Default Rate. Except as provided Article XIII, all payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges.

Section 7.03 Deemed Production. In the event that (a) Buyer shuts down or curtails energy production from the System, (b) Buyer's errors, acts or omissions result in the shut down of the System or the curtailment of the production or delivery of Solar Services, or (c) Buyer requests that the System be relocated pursuant to Section 10.01 and the System is shut down to effectuate such relocation, for a cumulative duration of more than five (5) calendar days in a calendar year, then Buyer shall pay the Deemed Production Payment for each calendar day any such event occurs after the occurrence of such first five (5) calendar days. The Deemed Production Payment shall be paid in accordance with Section 7.01 as if it were a Solar Services Payment.

Section 7.04 Disputes and Adjustment of Invoices. If either Party disputes in good faith the accuracy of any invoice under this Agreement, it shall nevertheless pay the full amount when due. Upon giving written notice of the basis for a Party's dispute, the Parties will promptly work to resolve the dispute. If it is later determined that an excess amount was paid by a Party, the other Party shall refund the excess amount plus interest within two (2)

Business Days of resolution at the Non-default Rate from the original due date to but not including the date paid. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.04 within six (6) months after the invoice is rendered or any specific adjustment to the invoice is made.

Article VIII. Term.

Section 8.01 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years from the Commercial Operation Date (the "Term"), unless terminated earlier pursuant to Article IX or extended pursuant to Section 8.02.

Section 8.02 Extension Option. In the event this Agreement remains in effect during the final year of the Term, Purchaser shall have the option to extend the Term for one (1) additional five (5) year period (the "Extension Option").

Article IX. Termination and Remedies.

Section 9.01 Termination Due to Default.

(a) Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(ii) such party becomes Bankrupt;

(iii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed to be made or repeated;

(iv) such party fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) within thirty (30) calendar days after written notice;

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;

(vi) other than due to the failure of the other Party to satisfy the conditions precedent applicable to it under Article IV, Buyer fails to provide the Notice to Proceed within thirty (30) calendar days of the Construction Plans Submission Date or Provider fails to commence the Installation Work by the Installation Date (in each case, other than due to an event of Force Majeure); and

(vii) subject to Article X, Buyer (A) ceases to conduct business operations at, (B) vacates, or (C) transfers title to, the Premises.

(b) Remedies Upon Default. Upon the occurrence of an Event of Default, the Non-Defaulting Party may: (i) suspend its obligations under the Agreement for not more than ten (10) Business Days; and/or (ii) terminate this Agreement by providing written notice to the Defaulting Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date.

Section 9.02 Termination Without Default.

(a) Termination Events.

(i) Provider may terminate this Agreement at its sole option: (a) at any time prior to the Commercial Operation Date; or (b) if Buyer fails to fulfill the conditions precedent that are applicable to it under Section 4.01 by the Installation Date.

(ii) The non-Claiming Party may terminate this Agreement at its sole option if a Force Majeure shall have occurred and be continuing for a period of one hundred twenty (120) consecutive days or two hundred forty (240) days in the aggregate.¹

(b) Remedies Upon Termination Event. Upon the occurrence of an event under Section 9.02(a) that gives the applicable Party the right to terminate this Agreement, such Party may terminate this Agreement by providing written notice to the other Party that designates a day, no earlier than the day such notice is effective, as the Early Termination Date; provided, however, that neither party shall be owed a Net Settlement Amount, Early Termination Value or any other damages in connection with the termination of this Agreement.

Section 9.03 Early Termination Date Remedies.

(a) Upon the occurrence of an Early Termination Date:

(i) this Agreement and the Parties' respective rights and obligations hereunder will terminate (except as set forth in Section 14.14);

(ii) either Party may exercise any remedy it may have at law or in equity; and

(iii) if (A) Buyer has not exercised its Purchase Option; and (B) Buyer is the Defaulting Party for an Event of Default, then (X) Provider shall provide notice to Buyer of the Net Settlement Amount, and (Y) within two (2) Business Days of receipt of such notice, Buyer shall pay the Net Settlement Amount.

(b) For the avoidance of doubt, in no event will Provider owe an Early Termination Value, Net Settlement Amount or any other damages in connection with the termination of this Agreement to Buyer, regardless of whether it is a Defaulting Party or otherwise.

(c) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

Section 9.04 Buyer's Purchase Option.

(a) So long as no Event of Default with respect to Buyer shall have occurred and be continuing, Provider grants to Buyer an option to purchase the System (the "Purchase Option"), exercisable during the thirty (30) calendar day period following each anniversary of the Commercial Operation Date. Buyer shall give at least sixty (60) calendar days' prior written notice to Provider of its intent to exercise its Purchase Option, which notice shall set forth the Early Termination Date and the Option Price on the Early Termination Date designated by Buyer's notice given pursuant to Section 9.04(a): (i) the Parties shall execute and deliver to each other all documents necessary to (A) cause title to the System to pass to Buyer, free and clear of any Liens, and (B) assign all warranties for the System, if any, to Buyer, to the extent assignable; and (ii) Buyer will pay the Option Price to Provider.

(b) In the event that: (i) Buyer retracts its exercise of the Purchase Option after providing notice to Provider pursuant to Section 9.04(a); or (ii) fails to pay the Option Price when due, then Buyer's exercise of the Purchase Option will be void, and the provisions of this Agreement shall be applicable throughout the Term, unless ended earlier due to the declaration of an Early Termination Date. Any legal fees or expenses incurred by the Provider in preparation of the purchase would be paid by Buyer.

¹ Subject to applicable S-REC or Rebate Contracts allowance for termination due to Force Majeure under similar circumstances.

Article X. Credit Assurance.

Section 10.01 Request for Credit Assurance. Provider may, from time to time, request that Buyer provide Provider with Credit Assurance if at any time Provider has reasonable grounds for insecurity concerning Buyer's ability to perform any of its obligations under this Agreement.

Section 10.02 Reasonable Grounds for Insecurity. For purposes of Section 10.01 Provider shall be deemed to have "reasonable grounds for insecurity" only when: (i) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is rated by S&P or Moody's, and there has been a decrease in the rating of any of such long-term unsecured, unsubordinated debt below BBB- or Baa3 by S&P or Moody's, respectively; or (ii) Buyer's or its Guarantor's long-term unsecured, unsubordinated debt is unrated, and Provider has reasonable grounds to believe that Buyer's creditworthiness or performance under this Agreement has become unsatisfactory.

Article XI. Temporary Relocation of System.

Section 11.01 Provided that this Section 11.01 does not violate Buyer's obligations in Section 6.02(g), on and after the fifth (5th) anniversary of the Commercial Operation Date, Buyer may request that Provider temporarily relocate the System to a new location, which Provider may accept in its reasonable discretion. Any of the following reasons shall be a reasonable basis for Provider to reject Buyer's request to relocate the System: (a) the new location is not located within the same Local Electric Utility district as the Premises, (b) the new location is not in a location with similar insolation and Local Electric Utility rates; (c) at the new location, the REC value produced by the relocated System will be less than the REC Value produced by the System if it remained at the original Premises; or (d) Provider expects the duration of such relocation to exceed ninety (90) calendar days. All costs and expenses associated with relocating the System shall be paid by Buyer.

Article XII. Change of Law.

Section 12.01 Environmental Attributes. Buyer acknowledges and agrees that (a) several Governmental Authorities are in the process of promulgating regulations or enacting legislation requiring the monitoring and reporting of greenhouse gas emissions and the allocation of Environmental Attributes, and that such regulations or legislation may be enacted during the Term, (b) any such enacted regulations or legislation may allocate Environmental Attributes in a manner inconsistent with this Agreement, and (c) in the event that Environmental Attributes are allocated in a manner inconsistent with this Agreement pursuant to such enacted regulations or legislation, Buyer shall take such actions as are required to provide Provider with the legal and/or beneficial interests in and to the Environmental Attributes, including execution, delivery and registration of any document required therefor.

Section 12.02 Adjustments to Solar Services Payments.

(a) Change in Law. In the event there is any change in Applicable Law (including with respect to the Parties' tax obligations) subsequent to the Effective Date that results in a material change in Provider's costs to provide the Solar Services (a "Change in Law"), Provider will promptly submit to Buyer a written notice setting forth (i) the citation of the Change in Law, (ii) the manner in which such Change in Law shall materially change Provider's costs to provide the Solar Services, including computations in connection therewith, and (iii) Provider's proposed adjustment to the then applicable and future kWh Rates to reflect such expected material changes in Provider's costs.

(b) Notice. Within thirty (30) days after delivery of Provider's notice, Buyer may, by written notice to Provider, (i) accept Provider's notice, or (ii) reject Provider's notice, and demand that the Fair Market Value of the Solar Services be computed to determine any increase in Provider's costs due to a Change in Law. A failure of Buyer to accept or reject Provider's notice pursuant to this Section 11.02(b) shall be deemed acceptance of Provider's notice.

(c) Adjustment to kWh Rate. From and after the date of (i) Buyer's acceptance of Provider's notice, the kWh Rate shall be adjusted to include Provider's total increased cost due to the Change in Law, or (ii) the determination of the Fair Market Value of the Solar Services, the kWh Rate shall be adjusted according to such determination of the Fair Market Value of the Solar Services; as applicable.

Article XIII. Force Majeure.

Section 13.01 To the extent either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations prevented by the Force Majeure (other than the obligation to make payments). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. Until the Force Majeure is remedied, the non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

Article XIV. Taxes and Governmental Fees.

Section 14.01 Buyer's Obligations. Except as provided in Section 14.02, Buyer shall reimburse (or rebate as applicable) and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Solar Services to Buyer (other than income taxes imposed upon Provider), including taxes levied with respect to the Premises or the System that are or could be characterized as "use taxes", "ad valorem taxes" or "personal property taxes", whether assessed on a one-time or annual basis.

Section 14.02 Provider's Obligations. Subject to Section 14.01, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its Ownership of the System.

Article XV. Miscellaneous.

Section 15.01 Liability.

(a) Limitation of Liability. Subject to any liability waiver and assumption agreement, neither Party nor any of its indemnified Parties shall be liable to the other Party or its indemnified Parties for any damages, whether direct, special, punitive, exemplary, indirect, or consequential damages, or losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement, except as expressly set forth herein.

(b) Liability Waiver and Assumption Agreement. Buyer agrees to enter into separate Liability Waiver and Assumption Agreements, each in a form substantially identical to Exhibit B hereto, with Provider, the EPC Contractor and every Provider Contractor. Provider's obligation to remove the System pursuant to Section 1.05 is subject to the condition precedent that Buyer enter into a Liability Waiver and Assumption Agreement with each Provider Contractor that Provider designates to perform such actions, if applicable.

Section 15.02 Confidentiality.

(a) Confidentiality Obligation. If either Party obtains the Confidential Information of the other Party as a result of negotiating or performing under this Agreement, then the receiving Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, advisors, attorneys, consultants, Affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of, and the exercise of rights under, this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

(b) Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (i) becomes publicly available other than through the receiving Party; (ii) is requested by a Governmental Authority under Applicable Law; (iii) is independently developed by the receiving Party; or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

(c) Goodwill and Publicity. Buyer shall not use the name, trade name, service mark, or trademark of Provider in any promotional or advertising material without the prior written consent of Provider, and shall coordinate and cooperate with Provider when making public announcements related to the execution and existence of this Agreement and the installation and operation of the System. Provider shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by Buyer that refer to, or that describe any aspect of, this Agreement or the System. At no time shall a Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party without an express written agreement with respect thereto.

(d) Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 15.02 and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Section 15.02. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 15.02, but shall be in addition to all other remedies available at law or in equity.

Section 15.03 Assignment. Except as provided in Section 15.04, neither Party may assign this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that Provider may transfer this Agreement without consent: (a) to an Affiliate; (b) to any Person or entity succeeding to all or substantial all of the assets of the transferor and whose creditworthiness is equal or higher than that of the transferor; or (c) as a collateral assignment in connection with any financing or other financial arrangements.

Section 15.04 Lender Accommodations. Buyer acknowledges that Provider may finance the development, installation, acquisition, operation and/or maintenance of the System with financing or other accommodations from one or more financial institutions (each, a "Lender") and that Provider's obligations to such Lender(s) may be secured by, *inter alia*, a pledge or collateral assignment of this Agreement and a first security interest in the System (collectively, the "Lender's Security Interest"). In order to facilitate such financing or other accommodations (or agent or trustee on behalf of such financial institutions), and with respect to any Lender, Buyer agrees as follows:

- (a) Consent to Lender's Security Interest. Buyer consents to Provider providing to Lender, the Lender's Security Interest. Buyer acknowledges and agrees that: (i) Buyer and all of Buyer's rights hereunder are and shall be in all respects subject and subordinate to the Lender's Security Interest and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions and extensions thereof; and (ii) no amendments or modifications of this Agreement, are permitted without Lender's prior written consent.
- (b) Rights Upon Event of Default. Notwithstanding any contrary term of this Agreement, upon the occurrence of an event of default under Lender's financing documents:
 - (i) Lender, as holder of the Lender's Security Interest, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
 - (ii) Lender shall have the right, but not the obligation, to pay all sums due from Provider under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement.

Nothing herein requires Lender to cure any Provider Default (unless Lender has succeeded to Provider's interests under this Agreement) or to perform any act, duty or obligation of Provider under this Agreement, but Buyer hereby gives it the option to do so.

- (iii) Upon the exercise of remedies under the Lender's Security Interest in the System, including any sale thereof by Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to Lender (or any Assignee of Lender) in lieu thereof, Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, nor require Buyer's consent.
- (iv) Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer shall enter into a new agreement with Lender or its Assignee having substantially the same terms and conditions as this Agreement.
- (c) Acknowledgement and Confirmation. Buyer shall deliver, or shall cause the owner or lessor of the Premises, if different from Buyer, to deliver, to Lender and Provider a fully executed Acknowledgement and Confirmation in the form of Exhibit D that the Ownership of the System remains in Provider and further acknowledging that the System is the personal property of Provider.
- (d) Right to Cure. Notwithstanding any contrary term of this Agreement:
 - (i) Buyer will not exercise any right to terminate or suspend this Agreement as a result of a Provider default unless (to the extent Buyer has been given prior written notice of the manner in which to give Lender notice hereunder), it shall have given Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the Provider default giving rise to such right, and Lender shall not have caused to be cured the provider Default giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default cannot be cured by Lender within such period and Lender commences and continuously pursues cure of such Provider default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional one hundred twenty (120) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
 - (ii) If Lender or its Qualified Assignee (including any Buyer or transferee), pursuant to an exercise of remedies by Lender, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 15.04(d)(i), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
- (e) Further Assurances. At the request of Lender and/or its Assignee, Buyer agrees to execute and deliver any document, instrument or statement required by law or otherwise as reasonably requested by Lender or its Assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of Provider, and to secure the obligations evidenced by Lender's Security Interest.

Section 15.05 Notices. Unless otherwise provided herein, any notice provided for in this Agreement shall be sent to the address specified on the Cover Sheet by hand delivery, registered or certified U.S. mail, postage prepaid, commercial overnight delivery service, or transmitted by facsimile or e-mail. Notices shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile or e-mail (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

Section 15.06 Indemnification.

(a) Indemnification. Subject to any Liability Waiver and Assumption Agreement, each Party shall indemnify, defend, reimburse and hold harmless the other Party and its directors, officers, members, shareholders, agents and employees (collectively the "Indemnified Parties") from and against all Losses in any way resulting from, relating to, or arising out of, directly or indirectly the acts or omissions in connection with this Agreement and which arise out of such Party's (or any subcontractor of such Party's) breach of the Agreement, gross negligence or willful misconduct ("Claims"). Provider's indemnity obligation does not apply to liability or damages proximately caused by the sole negligence of Buyer's officers, agents or employees. The foregoing obligations shall survive termination of this Agreement.

- (i) The duty of each Party ("Indemnifying Party") to defend and indemnify the other Party ("Indemnified Party") shall arise at the time written notice of the Claim is first provided to the Indemnified Party regardless of whether the claimant has filed suit on the Claim.
- (ii) The Indemnifying Party will defend any and all Claims which may be brought or threatened against the Indemnified Party and will pay on behalf of the Indemnified Party any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Indemnified Party shall be in addition to any other legal remedies available to the Indemnified Party and shall not be considered the Indemnified Party's exclusive remedy.
- (iii) Each Party shall be obligated to pay its reasonable defense costs and expenses, which includes litigation fees and expenses, including court filing fees, court costs, arbitration fees or costs, witness fees, and all other fees and costs of investigating and defending or asserting any claim under the Agreement, including in each case, reasonable attorneys' fees, other professionals' fees and disbursements.

(b) Buyer's Indemnification of the Required Rebate. Buyer shall indemnify Provider for the Required Rebate it receives in accordance with Section 4.01(b) to the extent that Provider must repay the Required Rebate to the Local Electric Utility or to any other party under Applicable Law or otherwise, unless such repayment is due to the negligence or willful misconduct of Provider.

(c) Buyer's Hazardous Substance Clean-up Obligation. To the extent permitted by Applicable Law, in the event that Hazardous Substances are discovered on the Premises or the groundwater thereunder, Buyer shall indemnify Provider and the Indemnified Parties for any and all Losses to the extent arising from or out of any claim for or arising out the discovery or release of Hazardous Substances on the Premises by Buyer (or to the extent Buyer may be otherwise responsible under other Applicable Law).

Section 15.07 Insurance.

(a) Each Party shall maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insured retentions: (i) Workers' Compensation Insurance as may be from time to time required under applicable federal and state law, and (ii) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per

occurrence. Additionally, Provider shall carry adequate property loss insurance on the System which may, at Provider's election, be covered by a rider to Buyer's property coverage with Provider being named as an additional insured party under such policy. The General Liability policy shall utilize form CG 20 10 (Additional Insured endorsement applicable to ongoing operations) and the current edition of form CG 20 37 or an equivalent form (Additional Insured endorsement applicable to completed operations). The added cost of which shall be paid for by Provider (either directly or by way of netting under Section 7.02). The amount and terms of insurance coverage will be determined at Provider's sole discretion.

(b) Each Party shall furnish current certificates evidencing that the insurance required under Section 15.07(a) is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

Section 15.08 Governing Law & Jury Trial Waiver. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with governing law (as specified on the cover sheet), without reference to any conflicts of law principles. Each party waives its respective rights to any jury trial with respect to any litigation arising under or in connection with this agreement.

Section 15.09 Venue. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state and federal courts located in the Venue specified on the Cover Sheet for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

Section 15.10 Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding between Provider and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached hereto are integral parts hereof and are made a part of this Agreement by reference. In the event of a conflict between the provisions of this Agreement and those of any Exhibit or Schedule, the provisions of this Agreement shall prevail, and such Exhibit or Schedule shall be corrected accordingly.

Section 15.11 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Buyer.

Section 15.12 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

Section 15.13 Limited Effect of Waiver. The failure of Provider or Buyer to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

Section 15.14 Survival. The obligations under Sections 1.05 (Removal of the System), 5.03 (Exclusion of Warranties), 6.01(c) (Provider's Covenants; Liens), 6.02(d) (Buyer's Covenants; Liens), 7.04 (Disputes and Adjustment of Invoices), 15.01(a) (Limitation of Liability), 15.02 (Confidentiality), 15.05 (Notices), 15.06(c) (Buyer's Hazardous Substance Indemnity Clean-up Obligation), 15.08 (Governing Law & Jury Trial Waiver) and 15.09 (Venue) and Article 14 (Taxes and Governmental Fees), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years.

Section 15.15 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

Section 15.16 Relationship of the Parties. The relationship between Provider and Buyer shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Buyer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

Section 15.17 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Buyer and their respective permitted successors and assigns.

Section 15.18 Counterparts. This Agreement may be executed in one or more counterparts, including through facsimile signatures, each of which shall constitute an original and all of which constitute one and the same instrument.

Section 15.19 Early Termination Value Not Penalty. Provider acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Provider's rights and obligations under this Agreement, the Early Termination Value constitutes fair and reasonable damages, and not a penalty, to be borne by Buyer in lieu of Provider's actual damages.

EXHIBIT A: DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the respective meanings specified in this Exhibit A.

“Acknowledgement and Confirmation Form” means that form attached hereto as Exhibit D.

“Additional Expenses” shall have the meaning specified on the Cover Sheet.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“Agreement” has the meaning set forth on the Cover Sheet.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, governmental Approval, or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Approvals” means, collectively, any approval, consent, franchise, permit, resolution, concession, license, or authorization issued by or on behalf of the Local Electric Utility and any Governmental Authority.

“Bankrupt” means with respect to any entity, such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in New York City, New York are required or authorized by Applicable Law to be closed for business.

“Buyer” has the meaning set forth in the Cover Sheet.

“Change in Law” has the meaning set forth in Section 12.02(a).

“Claiming Party” has the meaning set forth in Section 13.01.

“Claims” has the meaning set forth in Section 15.06(a).

“Commercial Operation” means the condition existing when the System is (i) mechanically complete and operating, and (ii) energy is delivered through the System’s meter, to the Delivery Point and to the Project Site’s electrical system; provided, however, that Provider’s initial testing of the System shall not be deemed “Commercial Operation”.

“Commercial Operation Date” is the date upon which Commercial Operation has been achieved.

“Confidential Information” means the confidential or proprietary information of a Party to this Agreement, including such Party’s business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of its business.

“Construction Plans Submission Date” has the meaning specified in Section 1.01(a).

“Deemed Production Payment” means a payment by Buyer to Provider in lieu of the Solar Services Payment and the value of the RECs that Provider would have received but for a curtailment of the Solar Services for the reasons specified in Sections 7.03(a) through (c). The Deemed Production Payment will equal the *sum* of: (a) the *product* of (i) Forecasted Production for the applicable period, and (ii) the applicable KWh Rate; plus (b) any Additional

Expenses; and plus (c) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System during the applicable period.

“Default Rate” means the rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus one percent (1%) per annum.

“Defaulting Party” has the meaning set forth in Section 9.01(a).

“Delivery Point” means the energy delivery point within the Project Site’s electrical system on Buyer’s side of the Project Site’s Local Electric Utility meter.

“Discounted Cash Flow” means, for any period of determination: (i) the *product* of (A) the Forecasted Production for each remaining year of the Term (or pro rata portion thereof) *multiplied by* (B) kWh Rate for Solar Services for the year in which such Forecasted Production would be delivered to the Point of Delivery; *plus* (ii) the REC Value of RECs that are equivalent in amount and type to those that would have been produced by the System, *less* (ii) reasonably anticipated annual expenses of Provider for such period of determination, *discounted by* (iii) three percent (3%) per annum.

“Early Termination Date” a date that is designated by a Party in accordance with Article IX on which this Agreement, and all of the Parties rights and obligations thereunder (except as set forth in Section 15.14), will be terminated.

“Early Termination Value” means an amount equal to the *difference* between (a) (i) if the Early Termination Date occurs after the Commercial Operation Date, the Early Termination Value for the year in which termination occurs as set forth on the Cover Sheet, and (ii) if the Early Termination Date occurs before the Commercial Operation Date, all expenses incurred by Provider subsequent to the execution of this Agreement, including expenses for time and materials and any fees and expenses to outside consultants, advisors and attorneys; and (b) all amounts paid by Buyer for Solar Services pursuant to any invoice issued by Provider during the year in which such termination occurs.

“Easement” means a utility-like easement granted by the Buyer for the benefit of Provider, and its third-party contractors, applicable to the Premises and recorded in the real property records for the County specified on the Cover Sheet.

“Effective Date” has the meaning set forth in the Cover Sheet.

“Environmental Attributes” means any and all non-energy attributes, current or future credits, benefits, emissions reductions, offsets, and allowances, and/or renewable energy credits or certificates or reporting rights (“RECs”), howsoever entitled, in each case attributed or allocable to electricity produced by the System. Environmental Attributes include, but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases (GHGs); (iii) the reporting rights associated with avoided emissions or renewability, including green tags; (v) related subsidies or “tipping fees” that may be paid to other parties to accept certain fuels, or local subsidies received by other parties for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits; and/or (vi) emissions allowances, renewable energy credits or similar benefits or credits. For avoidance of doubt, Financial Incentives shall not be included in the definition of Environmental Attributes.

“EPC Contractor” shall have the meaning specified on the Cover Sheet.

“Event of Default” has the meaning set forth in Section 9.01(a).

“Extension Option” means Buyer’s option to extend the Term of this Agreement for an additional five (5) years as set forth in Section 8.02.

“Fair Market Value” means the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to

complete the transaction. Fair Market Value of the System or of Solar Services shall be determined by the mutual agreement of Buyer and Provider; provided, however, if Buyer and Provider cannot mutually agree to a Fair Market Value within ten (10) calendar days before the need to determine Fair Market Value pursuant to the applicable provisions of this Agreement, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by Buyer; provided, however, the Fair Market Value of the System, whether determined by the mutual agreement of the Parties or by an independent appraiser, shall not be less than the *sum* of: [(a) the Discounted Cash Flow for the remainder of the Term; (b) the salvage value of the System at the end of the Term; and (c) Provider's closing costs.][**Subject to Adjustment Based on Deal Terms**]

"Financial Incentives" means all available (including, without limitation, utility) financial incentives relating to the installation or ownership of the System (including, without limitation, governmental and private party renewable energy credits, grants, and rebates), and all federal, state and local tax benefits (including, without limitation, deductions, credits, grants and other allowances), and tax attributes relating to the System.

"Forecasted Production" means: (a) if the System physically provided Solar Services during each calendar day of the applicable period of the previous year, the cumulative amount of such Solar Services; or (b) if the System did not physically provide Solar Services during each calendar day of the applicable period of the previous year, the amount of kWhs that the System would have produced during such period, as reasonably calculated by Provider based on the historical capacity of the system and insolation of the Premises, as adjusted for seasonal factors.

"Force Majeure" means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided; provided, however that with respect to the System, Force Majeure means an event or circumstance that prevents all or any portion of the System from operating. Force Majeure shall not be based on: (a) the impossibility for one of the Parties to obtain any Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement; or (b) where Buyer is the Claiming Party, any action taken by Buyer in its governmental capacity.

"Governing Law" has the meaning specified on the Cover Sheet.

"Governmental Authority" means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" shall mean any flammable explosive or radioactive material, petroleum or petroleum product, or any "toxic substance", "pollutant", "contaminant", "hazardous material", "hazardous substance", "hazardous waste", or words of similar import, as defined under any Applicable Law.

"Indemnified Parties" has the meaning set forth in Section 15.06(a).

"Installation Date" shall mean the date by which the Installation Work must commence, as specified on the Cover Sheet.

"Installation Work" means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof.

"Interconnection Agreement" means that certain agreement specified on the Cover Sheet between Buyer and Local Electric Utility, as amended, restated or revised.

"kWh Rate" has the meaning specified in the definition of "Solar Services Payment".

"Lender" has the meaning set forth in Section 15.04.

"Lender Security Interest" has the meaning set forth in Section 15.04.

“Liability Waiver and Assumption Agreement” means the form attached hereto as Exhibit B.

“Liens” has the meaning set forth in Section 6.01(c).

“Local Electric Utility” has the meaning set forth on the Cover Sheet, or such other local electric distribution owner and operator providing electric distribution and interconnection services to Buyer at the Premises as of the Effective Date, or any Person succeeding to such role after the Effective Date.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all reasonable attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Maintenance Provider” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs System Operations on the System or removes the System from the Premises at the direction of Provider.

“Metering System” has the meaning set forth in Section 1.04(b)(i).

“Net Settlement Amount” means the net, aggregate or setoff, as appropriate, of any and all amounts owing between the Parties, as calculated by Provider, including, without limitation, the Early Termination Value, any unpaid amounts under Article VII, and any amounts owed to Buyer under any other agreement or arrangement between the Parties.

“Non-Defaulting Party” means the Party that is not the Defaulting Party.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund the relevant amount.

“Notice to Proceed” has the meaning in Section 2.01(a).

“Option Price” means an amount equal to the *greater* of: (a) the Fair Market Value of the System, or (b) the Early Termination Value for the year in which the Purchase Option is exercised as specified on the Cover Sheet.

“Ownership” or “Own” refers to, with respect to Provider, ownership of the System either through a direct ownership interest or through a leasehold interest.

“Party” or “Parties” has the meaning set forth in the Cover Sheet.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Premises” means the Project Site and all surrounding property to which Buyer holds title at the Address.

“Production” means, for any period of determination, the total kWh of Solar Services delivered to the Delivery Point during such period of determination, as recorded by the Metering System, including Production deemed to have occurred pursuant to Section 7.03.

“Project Documents” means: (a) the Liability Waiver and Assumption Agreement between the Parties and the EPC Contractor, in a form substantially similar to Exhibit B; (b) any Liability Waiver and Assumption Agreement between the Parties and a Provider Contractor, in a form substantially similar to Exhibit B; (c) those documents specified on the Cover Sheet as Project Documents; and (d) all other documents necessary or incidental thereto; all as permitted to be amended, modified or supplemented from time to time.

“Project Site” means the project site identified and described on the Cover Sheet.

“Provider” has the meaning set forth in the Cover Sheet.

“Provider Contractor” means any third party, including, but not limited to, Provider’s representatives, agents, contractors, subcontractors and advisors, selected by Provider in its sole discretion, that performs Work on the System or removes the System from the Premises at the direction of Provider.

“Prudent Electric Practices” means those practices, methods, standards, and equipment commonly used, from time to time, in electrical engineering and operations to operate electrical equipment with safety, dependability and efficiency and in accordance with the National Electrical Safety Code, the National Electrical Code and the standards of the Institute of Electrical and Electronic Engineers, the National Electrical Manufacturers Association, the North American Electric Reliability Council, and the American National Standards Institute and any other applicable statutes, codes, regulations and/or standards.

“Purchase Option” has the meaning set forth in Section 9.04(a).

“Rebate Assignment Agreement” means the form attached hereto as Exhibit C.

“REC Value” means: (a) where there is a liquid market for such RECs, the cost to Provider to purchase RECs (for the avoidance of doubt, Provider may use quotes from unaffiliated third-parties to prove the cost of such RECs and need not actually purchase equivalent RECs); (b) where the rate for such REC is fixed by Applicable Law, the Forecasted Production relating to such RECs *multiplied by* such rate; or (c) if neither of the above clauses (a) or (b) apply, then the value of the applicable RECs, as reasonably determined by Provider.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by Applicable Law indicating generation of a particular quantity of energy, or product associated with the generation of a specified quantity of energy from the System. A REC may include some or all additional Environmental Attributes associated with the generation of Solar Services, and those Environmental Attributes may, but need not be, verified or certified, or disaggregated, retained or sold separately. A REC is separate from the Solar Services produced, and are retained by the Provider pursuant to Section 3.01.

“Required Rebate” has the meaning set forth in the Cover Sheet.

“Solar Services” means the supply of on-site electrical energy output Produced by the System.

“Solar Services Payment” means the *sum of*: (a) the *product* of (i) the Production delivered to the Delivery Point in the preceding month, and (ii) the price per kWh for Solar Services for the year in which such Production was delivered to the Delivery Point as specified on the Cover Sheet (the “kWh Rate”); and plus (b) any Additional Expenses.

“System” means the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring, more specifically described on the Cover Sheet and Exhibit E and interconnected with the Local Electric Utility, Owned by Provider and installed at the Premises as described in Exhibit E and Exhibit G.

“System Acceptance Testing” has the meaning set forth in Section 1.03.

“System Operations” means the operation and maintenance of the System, in accordance with Exhibit G and Exhibit H.

“Term” has the meaning set forth in Section 8.01.

“Venue” has the meaning specified on the Cover Sheet.

EXHIBIT B

Form of Liability Waiver and Assumption Agreement

(Not Used)

EXHIBIT C

[Form of Rebate Assignment Agreement]

Not Used.

EXHIBIT D

Acknowledgment and Confirmation

This Acknowledgement and Confirmation, dated as of April 12, 2017 (this "Acknowledgement"), is made by City of Mt Vernon ("Buyer") under that certain Solar Power and Services Agreement dated April 12, 2017 (as amended from time to time, the "SPSA") with Red Lion Mt Vernon Solar, LLC ("Provider"). This Acknowledgement is provided pursuant to Section 15.04 of the SPSA to _____ ("Lender"), which is providing financial accommodations to Provider.

The solar photovoltaic system (the "System") to be installed, operated and maintained by Provider pursuant to the SPSA is located at Buyer's facility at City Hall, 213 1st Street, Mount Vernon, IA (the "Premises").

1. Acknowledgement of Collateral Assignment.

- (a) Buyer acknowledges the collateral assignment by Provider to Lender, of Provider's right, title and interest in, to and under the SPSA, as consented to under Section 15.04 of the SPSA.
- (b) Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in the SPSA, including those rights provided to Lender in Section 15.04 of the SPSA.
- (c) Buyer acknowledges that it has been advised that Provider has granted a first priority security interest in the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the SPSA in accepting such security interest as collateral for its financial accommodations to Provider.
- (d) Until further written notice, Buyer agrees to make all payments due Provider under the SPSA to Lender [at the following address:

[_____]
[_____]
[_____]

Attention: [_____]
Reference: [_____]

[to the following account:]

(e) [Provide Lender Address for Notices under the SPSA.]

2. Confirmation. Buyer confirms the following matters for the benefit of Lender:

- (a) To Buyer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the SPSA.
- (b) Buyer has approved the System as installed at the Premises.
- (c) Buyer is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises which could attach to the System as an interest adverse to Lender's security interest therein.

BUYER

PROVIDER

By: _____

By: _____

Name: _____

Name: _____

EXHIBIT E

PROJECT SPECIFICATIONS

This project has an array located on the City Hall building owned by the City of Mt Vernon, IA. The addresses of such locations are listed below. Individual site description and layout are depicted in this Exhibit.

Sites Locations:

City Hall
213 1st Street
Mt. Vernon, IA 52314

Site Descriptions and Layouts:

The site is tied into the existing facility electrical systems on the facility side of the meter and to internet access at the facility. A revenue grade meter is included for monitoring and billing purposes. Module nameplate wattage may vary depending on availability at time of order. Individual site array size is as follows:

City Hall: 26 kW-DC (20 kW-AC)

Site layout including the intended equipment is detailed below.

City Hall
213 1st Street
Mt Vernon, IA 52314

Rooftop: 25.6 kW-dc ballasted system located on the rooftop consisting of (80) 320W modules with (2) 10.0kW string inverters as shown below.

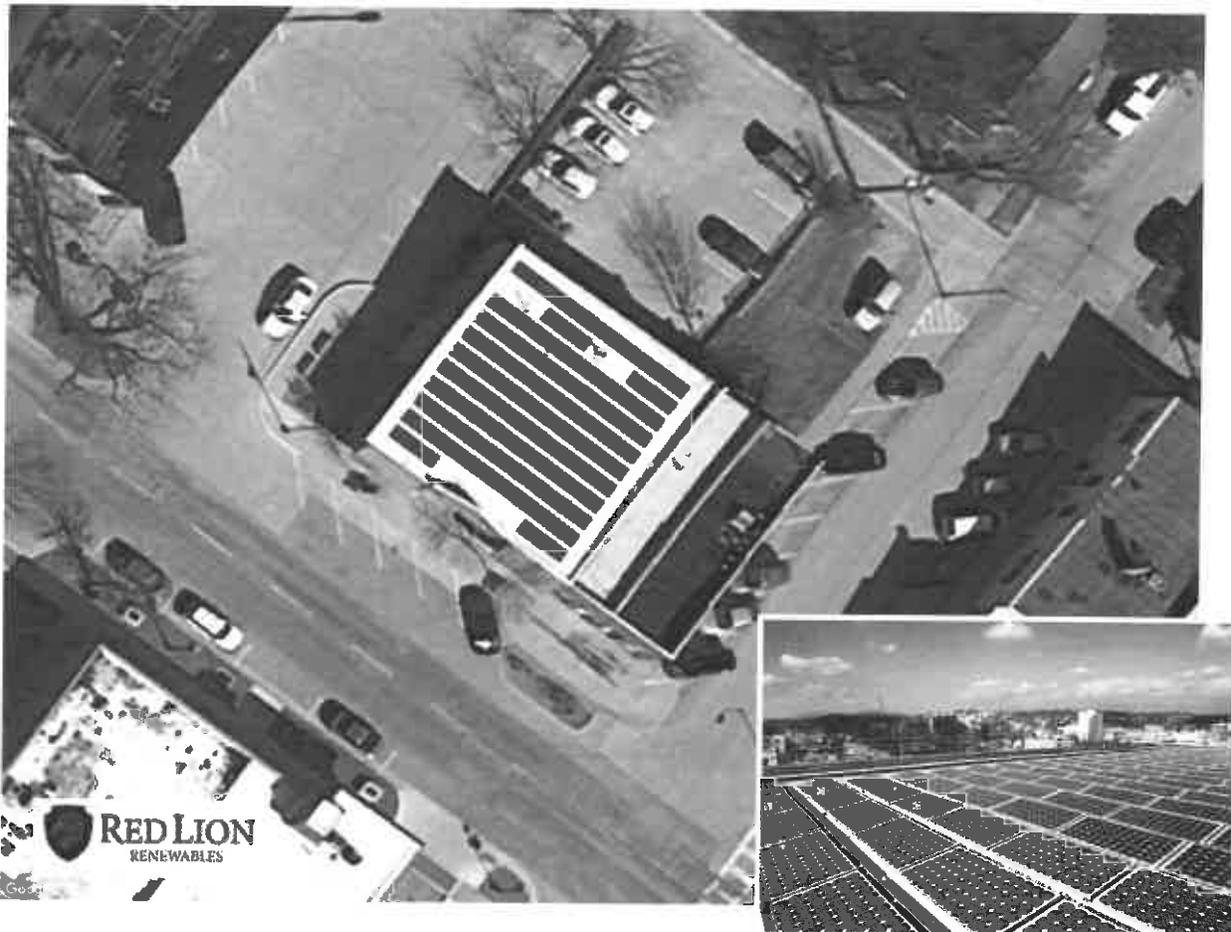


EXHIBIT F

Power Purchase Agreement (PPA) Term Sheet

Project: City of Mt Vernon
 Location: Mt Vernon Offer Date: 04/17/17
 Option: City Hall
 Solar array size (AC): 22 kW-ac Offer Valid Until: 05/17/17
 Solar array size (DC): 26 kW-dc
 Anticipated year 1 energy 32,435 kWh
 Initial Rate: \$ 0.0900 cents/kWh
 PPA Term: 20 years
 Annual escalator: 2.50% escalator for all years on PPA rate and capacity.
 Other:

Rate & Buyout Schedule

Year	Electricity Rate	Buyout Price	Year	Electricity Rate	Buyout Price
1	\$0.0900	\$ 81,905	11	\$0.1152	\$ 39,200
2	\$0.0923	\$ 81,905	12	\$0.1181	\$ 35,200
3	\$0.0946	\$ 81,905	13	\$0.1210	\$ 32,000
4	\$0.0969	\$ 81,905	14	\$0.1241	\$ 27,200
5	\$0.0993	\$ 81,905	15	\$0.1272	\$ 24,000
6	\$0.1018	\$ 52,000	16	\$0.1303	\$ 21,600
7	\$0.1044	\$ 51,200	17	\$0.1336	\$ 19,200
8	\$0.1070	\$ 47,200	18	\$0.1369	\$ 16,800
9	\$0.1097	\$ 44,800	19	\$0.1404	\$ 15,200
10	\$0.1124	\$ 42,400	20	\$0.1439	\$ 13,600

*PPA contracting through Red Lion Renewables, LLC or its affiliates.
 Early termination is subject to additional costs if removal is required.
 **Purchase price subject to fair market value assessment per IRS.
 Subject to investor and credit approval.
 SRECs owned by Red Lion Renewables, LLC or its affiliates.

Agreed by:

City of Mt Vernon

By: _____
 Name: _____
 Title: _____
 Date: _____

Red Lion Renewables, LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT G

PROJECT-SPECIFIC CONTRACT TERMS AND MODIFICATIONS

The following modifications to the contract terms and conditions are:

1. Buyer shall maintain budget appropriations and approvals to perform its obligations under this Agreement including payments for energy throughout the term of the contract.
2. Payments will be made within 30 days of invoice to account for approval of city council during regularly scheduled city council meetings.

Modifications

EXHIBIT H
PROJECT SCHEDULE

To be determined.

EXHIBIT I

OPERATIONS AND MAINTENANCE DUTIES

Annual Planned Maintenance Schedule – Solar Facilities

Operations and maintenance duties performed by Red Lion Renewables and/or its contractors.

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
May 1, 2017**

- The City will be contracting with the City of Marion to complete center line painting on designated streets. It is far more efficient to contract with Marion as they have the equipment and expertise to complete the project. Staff would like to note that Marion will use the Manual for Traffic Control Devices for pavement markings which may be different from markings completed in the past.
- Staff will be conducting five interviews for the City of Mt. Vernon internship position on May 3, 2017.
- Staff was contacted by contractors trimming trees for Alliant Energy this week regarding Emerald Ash Borer. The contractors have found Emerald Ash Borer in the City of Lisbon.
- Please see the attached email from the Solid Waste Agency regarding the City of Mt. Vernon spring cleanup. Unfortunately, Solid Waste will not be able to do hazardous waste collection for the City this year. When asked, Solid Waste “highly” recommends against collecting locally and transporting to Linn County. Our staff is not trained on the proper handling procedures so residents will need to make arrangements to get the materials to the 1954 County Home Rd. location.

Meridith Hoffman

From: Shawn Obert <sobert@solidwasteagency.org>
Sent: Tuesday, April 25, 2017 4:07 PM
To: Meridith Hoffman
Subject: Household Hazardous Materials Collection Day

Meridith,

Thank you for contacting the Cedar Rapids/Linn County Solid Waste Agency(Agency) for the opportunity to provide the City of Mt. Vernon with a Household Hazardous Materials(HHM) mobile collection event. At this time and moving forward the Agency will not be able to provide the City of Mt. Vernon with a mobile collection of HHM during the months of May through August. During the months of May through August the Agency has increased volumes of material coming into both of our 1954 County Home Rd. and 2250 A Street facilities and need all of our available staff on hand to staff our current facilities.

We would encourage the City of Mt. Vernon to promote the drop off of HHM to our facility on June 3rd for your event. I will let our HHM staff know that we may have increased volumes of HHM dropped off on that day. I would also encourage the City of Mt. Vernon to promote to the residents of Mt. Vernon that our facility is open daily from 7:00am-4:30pm Monday thru Saturday for the drop off of HHM at our 1954 County Home Rd. location.

Please let me know if you have any further questions or concerns or would like to schedule a HHM mobile event in the fall.

Thanks,



Shawn Obert
Environmental Specialist
Cedar Rapids/Linn County Solid Waste Agency
1954 County Home Road
Marion, IA 52302
Ph # (319) 377-5290
Fax#(319) 377-5480