

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 21, 2018 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	May 18, 2018

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

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled
2. Emily Upah – Alliant Energy Update

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

D. Consent Agenda

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

1. Approval of City Council Minutes – May 7, 2018 Regular Council Meeting
2. Approval of Cigarette License – Casey's General Store #1599
3. Approval of Liquor License – BIG's
4. Approval of Liquor License – Chameleons Pub and Grill

E. Public Hearing

1. Public Hearing for a Resolution Amending the 2017-2018 Fiscal Year Budget (*the public hearing was set at the last meeting and must be held, however staff has determined that the amendment is not necessary*)

F. Ordinance Approval/Amendment

1. None

G. Resolutions for Approval

1. Resolution #5-21-2018A: Creating the City of Mt. Vernon Poet Laureate Position and Establishing Qualifying Criteria for Appointment
2. Resolution #5-21-2018B: Support and Financial Commitment for the Main Street Program in the City of Mt. Vernon
3. Resolution #5-21-2018C: Approving Transfers for Fiscal Year 2017-2018

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 Certified Public Manager Program Application – Nick Nissen – Council Action as Needed
3. Discussion and Consideration of Master Subscription Agreement with Iowa Interactive, LLC – Council Action as Needed
4. Discussion and Consideration of Hose and Ladder Testing Contract with Firecatt – Council Action as Needed
5. Discussion and Consideration of Lion's Club Request to Paint the Gazebo – Council Action as Needed

K. Reports to be Received/Filed

1. Mt. Vernon Police Report
2. Mt. Vernon Public Works Report
3. Mt. Vernon Parks and Recreation Report

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met May 7, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler and Christensen. Absent: Rose.

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

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

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

Approval of City Council Minutes – April 16, 2018 Regular Council Meeting
Approving Liquor License – Casey’s General Store #1599

Resolutions for Approval

Resolution #5-7-2018A: Creating the City of Mt. Vernon Poet Laureate Position and Establishing Qualifying Criteria for Appointment. Steve Maravetz was present to answer Council questions. Staff created a resolution with the criteria and qualifications based on MVAAC recommendations. West asked if the minimum qualifications were agreed upon by the committee to which Maravetz replied that he had not seen the resolution yet. West voiced concern over #'s 3 (must have original works published) and 4 (must be able to demonstrate a contribution to poetry at the local, state or national level) in the resolution. Maravetz said he could provide alternate language and wanted this to be as “inclusionary as possible”. Roudabush suggested that #2 (must be 18 years of older) be age lowered to 16. Maravetz agreed with Council and will make the minor verbiage changes.

Resolution #5-7-2018B: Setting the Salaries for the Appointed Officers and Employees of the City of Mt. Vernon for Fiscal Year 2018-2019. Council was presented with a resolution setting the salaries for the appointed officers and employees for the years 2018-2019. Because not all of the increase percentages were the same Nosbisch wrote an explanation memorandum which can be viewed on the City’s website packet information area. Christensen motioned to approve Resolution #5-7-2018B, seconded by Wieseler. Roll call vote. Motion passes. Absent: Rose.

Resolution #5-7-2018C: Approving a 28E Communication Services Agreement with Linn County. The City received the final 28E agreement establishing dispatch fees with Linn County. The agreement sets Mount Vernon’s share of the fee at \$14,007.16 for FY18. The 911 Board for Linn County will continue to study the creation of one PSAP for Linn County. Once completed the study will dictate the dispatch fee Mount Vernon will pay annually. Motion to approve Resolution #5-7-2018C made by Christensen, seconded by Roudabush. Roll call vote. Motion carries. Absent: Rose.

Motions for Approval

Consideration of Claims List – Motion to Approve. Wieseler motioned to approve the Claims List, seconded by Christensen. Carried all. Absent: Rose.

PAYROLL	CLAIMS	55,752.94
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
AHLERS & COONEY P.C.	PROF SERVICES-P&A	73.00
AIRGAS INC	WELDING SUPPLIES-PW	93.30

AIRGAS INC	CYLINDER RENTAL FEE-PW	58.20
ALFIE PACKERS INC	CALIBRATION-SEW	85.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,635.05
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	73.24
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	49.06
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	32.03
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	23.97
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	840.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	268.10
BIGGS BBQ	CTW FOOD VENDOR-P&REC	435.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT	325.00
BRIAN CHAMPEAU	MILEAGE-WAT	140.61
BROWN SUPPLY COMPANY	FILTER PARTS-POOL	376.30
CAMPBELL SUPPLY CEDAR RAPIDS	GENERATOR-RUT	1,042.38
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY SUPPLIES-RUT	570.18
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY SUPPLIES-RUT	433.69
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY SUPPLIES-RUT	145.35
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY SUPPLIES-RUT	90.85
CANINE TACTICAL	K9 DEPOSIT-DONATIONS	5,000.00
CAREPRO PHARMACY	SUPPLIES-P&A	15.88
CAREPRO PHARMACY	SUPPLIES-POOL	6.40
CARQUEST OF LISBON	VEHICLE MAINT-RUT,WAT	264.41
CENTURY LINK	PHONE CHGS-FD	67.77
CHRIS NOSBISCH	MILEAGE-P&A	198.93
CHRIS SWISER	CTW MUSICIAN-P&REC	50.00
CHRISTINA LEWIS	DEPOSIT REFUND-WAT	54.56
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	162.00
CR LC SOLID WASTE AGENCY	GB,LEAVES-SW	1,400.64
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	375.00
DAVE PARIS	CTW MUSICIAN-P&REC	50.00
DREW HURN	CTW MUSICIAN-P&REC	50.00
ECHOVISION INC	CASES-PD	53.48
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	419.40
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-RUT	65.24
EVER-GREEN LANDSCAPE NURSERY	TREES (2)	450.00
EVER-GREEN LANDSCAPE NURSERY	MULCH-RUT	216.00
FAT GUYS MOTOR SPORTS	BELTS,WHEEL-RUT	297.39
FAT GUYS MOTOR SPORTS	DISCHARGE CHUTE-RUT	69.73
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	120.00
GALLS INC	UNIFORMS-PD	360.28
GALLS INC	UNIFORMS-PD	14.73
GARY'S FOODS	SUPPLIES-P&A,RUT	253.00
GARY'S FOODS	SUPPLIES-POOL	18.72
HARMONY GERHARDT	CTW MUSICIAN-P&REC	50.00
HILLS BANK & TRUST COMPANY	2015 GOWTP IMPROVEMENT PROJ	38,014.25
IOWA PRISON INDUSTRIES	SIGNS-RUT	295.35
IOWA SOLUTIONS INC	DOMAIN MGMT-ALL DEPTS	100.00
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	370.00
IOWA SOLUTIONS INC	PATCH MGMT-PD	59.00
JAMES KENNEDY	CTW MUSICIAN-P&REC	50.00
JASON DAMS	CTW MUSICIAN-P&REC	50.00
JAY A ARNOLD	REFEREE-P&REC	100.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00

JOAN BURGE	CLEANING SERVICE-P&A	60.00
JORDAN AXTELL	REFEREE-P&REC	200.00
JOSHUA FORD	DEPOSIT REFUND-WAT	65.06
KEVIN BURT	CTW MUSICIAN-P&REC	50.00
KILEEN GRANATA	CTW MUSICIAN-P&REC	50.00
KIMBERLI MALOY	CTW MUSICIAN-P&REC	50.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	573.66
LANE GAFFNEY	CTW MUSICIAN-P&REC	50.00
LAURIE HAAG	CTW MUSICIAN-P&REC	50.00
LEAH ROGERS	COPIES-MVHPC	26.50
LINN CO-OP OIL CO	FUEL-PW	1,945.86
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	6,913.00
LOU'S GLOVES	GLOVES-SEW	86.00
LUMPIA SHANGHAI	CTW FOOD VENDOR-P&REC	475.00
MATT SIDERS	MILEAGE-P&REC	101.92
MEDIACOM	PHONE/INTERNET-PD	256.18
MEDIACOM	PHONE/INTERNET-P&A	256.18
MEDIACOM	PHONE/INTERNET-RUT	161.02
MEDIACOM	PHONE/INTERNET-WAT	189.12
MIDWEST INJECTION INC	SLUDGE HAULING-SEW	15,000.00
MIKE MORAN	CTW MUSICIAN-P&REC	50.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	402.38
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	811.18
MOUNT VERNON LODGE	CTW FOOD VENDOR-P&REC	390.00
MOUNT VERNON, CITY OF	CTW START UP CASH-P&REC	150.00
MOUNT VERNON, CITY OF	START UP CASH/CONCESSION-POOL	100.00
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	251.22
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,P&A,SEW	239.40
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE 1	7,507.42
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE 1	2,720.00
PAYROLL	CLAIMS	731.76
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
POSTMASTER	NEWSLETTER MAILING-ALL DEPTS	433.08
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	367.99
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	290.43
RELIANT FIRE APPARATUS INC	VEHICLE REPAIR-FD	436.86
RICKARD SIGN AND DESIGN CORP	LOGO/LEAF BLOWER-S/W	240.00
RICKARD SIGN AND DESIGN CORP	ALUMINUM SIGN HOLDER-P&REC	85.00
ROTO-ROOTER	CLEAN LINE-SEW	240.00
SAM'S CLUB #8162	SUPPLIES-CTW	107.14
SENSUS METERING SYSTEMS	SYSTEM SUPPORT-WAT,SEW,SW	1,949.94
SETH THORPE	CTW MUSICIAN-P&REC	50.00
SIRCHIE	SUPPLIES-PD	92.66
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-PD	160.00
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	52.00
STAPLES ADVANTAGE	SUPPLIES-P&A	50.75
STATE HYGIENIC LAB	TESTING-SEW	2,446.50
STETSON BUILDING PRODUCTS INC	SUPPLIES-POOL	15.93
STEVE KALMES	CTW MUSICIAN-P&REC	50.00
STUMP REMOVAL SERVICE	STUMP GRINDING-RUT	1,070.00
SUE RIPKE	MILEAGE-ALL DEPTS	171.13
TREASURER STATE OF IOWA	SALES TAX	3,768.00
ULTRAMAX AMMUNITION	TRAINING-PD	149.00
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-RUT	42.00

US BANK	CREDIT CARD PURCHASES	4,264.37
US CELLULAR	CELL PHONE-RUT,P&REC	154.77
USA BLUE BOOK	LAB TESTING MATERIALS-SEW	312.47
USA BLUE BOOK	LAB TESTING MATERIALS-SEW	223.12
UTILITY SERVICE INC	QRTLY MAINT-WAT	4,749.02
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	6,950.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	691.25
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL	519.21
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	166.00
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	24,050.61
WENDLING QUARRIES	LIME/BATTING CAGES-P&REC	55.73
	TOTAL	206,339.84

Discussion and Consideration of Setting a Public Hearing Date to Amend the 2017-2018 Fiscal Year Budget – Council Action as Needed. West motioned to set the Public Hearing for a possible amendment to the FY18 budget for May 21, 2018, seconded by Wieseler. Carried all. Absent: Rose.

Discussion and Consideration of Accepting the Terms and Conditions of the Grant Award from the Hall-Perrine Foundation – Council Action as Needed. The Hall-Perrine Foundation has awarded a dollar for dollar up to \$500,000.00 grant to the City of Mount Vernon Community Wellness Center Project subject to certain terms and conditions. The Foundation will credit the City with all funds received to date. Nobsch announced that Ernie Buresh has asked that the facility be named "The Lester Buresh Family Community Wellness Center" for a \$1 million dollar contribution. Besides those two funding sources Nobsch said the City will use \$1 million in LOST funds, \$5.5 million in TIF bonds, \$150,000.00 from local donations/pledges and the \$150,000.00 David Van Metre match. In all, there is \$8.3 million in total identified funding. The current overall cost of the project is about \$8.1 million. Fund raising will continue. Christensen moved to accept the terms and conditions of the Hall-Perrine Foundation grant award, seconded by West. Motion carries. Absent: Rose.

Discussion and Consideration of CAT Application Withdrawal from the Enhance Iowa Board – Council Action as Needed. As explained previously, with more funding than needed for this project the Enhance Iowa Board is not going to award the City more. Motion to decline the CAT grant made by Christensen, seconded by Wieseler. Motion carries. Absent: Rose.

Discussion and Consideration of Nature Park Trail Project – Council Action as Needed. This is a project that was listed in the CIP. Park and Rec Director Matt Siders said that an addition to the trail will be a crosswalk. The trail will go across the driveway of Nature Park over to 3rd Street towards the residents. There are five residents who will be effected by the trail. Staff is currently working with them on obtaining construction easements. In the CIP there is a bid for the trail that was received about one year ago. Siders said he would like to seek an alternate bid. In this bid solar rocks would be added to the concrete although he is having trouble finding a contractor as this hasn't been done before. Christensen asked if the City was putting in a sidewalk in front of three residents that currently had none to which Siders said yes, a 6' trail would be added and also some approaches. Christensen asked if this sidewalk would be fully within the City's ROW to which Siders said yes, it would. It was agreed that the easements would only be necessary for equipment or temporary use of the resident's property during construction. Christensen said this could be the first opportunity to put in sidewalks, where they don't exist, and the property owner sharing in that cost. Christensen explained that a prior Council had discussed a time when if a 6 or 8' trail was needed the City would ask the homeowner to pay for the normal width and the City would pay for the extra width. Siders said that the way they were going to approach this was that the City would pay for this trail and also maintain it. Where this trail goes is not where the Visioning Committee designed for the crossing of Hwy 1. V&K Engineering estimated costs for a 6' trail at \$76K and \$94K for a 10' trail. Construction will likely start

in June and completed in October. Christensen motioned to move ahead to whatever it takes to get bids, seconded by Wieseler. Carried all. Absent: Rose.

Discussion Items (No Action)

Fiber/Wi-Fi Update. Although an agreement has not been presented yet Skogman and ImOn Communications have agreed to extend services to Spring Meadows Heights. Staff is waiting on the details from ImOn on a potential cost share project as it extends service down Hwy 1. ImOn is currently working with Cornell College and recently took over the Wi-Fi in downtown Iowa City. Staff is anticipating a proposal from ImOn to complete the same type of project in downtown Mount Vernon.

Water/Sewer Exemption Update. Several communities have responded to the question as to whether or not they have a water/sewer exemption policy. A synopsis of their comments was included for Council consideration. Most communities do not waive the water charge but may waive the sewer charge if the homeowner can prove the leaked water did not enter the sanitary sewer system. Council favored the resolution from Charles City and asked that the City Attorney review and make any changes for future discussion.

Reports of Mayor/Council/Administrator

City Administrator's Report. Staff has reduced the list of credit card companies to two and will be reviewing the finalists through the month of May. The expectation is that we will begin taking credit card payments by the start of FY19. The leaf program was extended by two weeks due to mechanical and weather problems. Associate Planner and Operator positions have been posted on local and national sites.

Closed Session - Pursuant to Chapter 21.5 (1)C, the City Council may enter into closed session, "to discuss strategy with Council in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation." Motion to go into closed session made by Christensen, seconded by Wieseler. The time being 7:55 p.m. Carried all. Absent: Rose. Exit Closed Session – Council Action as Needed. Motion to come out of closed session made by Wieseler, seconded by Christensen. The time being 8:24 p.m. Carried all. Absent: Rose.

Closed Session - Pursuant to Chapter 21.5 (1)J, the City Council may enter into closed session, "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property." Motion to go into closed session made by Wieseler, seconded by West. The time being 8:25 p.m. Carried all. Absent: Rose. Exit Closed Session – Council Action as Needed. Motion to come out of closed session made by Christensen, seconded by West. The time being 8:50 p.m. Carried all. Absent: Rose.

As there was no further business to attend to the meeting adjourned the time being 8:50 p.m., May 7, 2018.

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Friday, May 11, 2018 2:35 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
BB0037027	Submitted to Local Authority	BIG'S (124 2nd ave nw Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

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

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Sunday, May 06, 2018 2:34 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
LC0037742	Submitted to Local Authority	Chameleons Pub & Grub (119 1st St W Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

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

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	May 21, 2018
AGENDA ITEM:	Resolution - Poet Laureate
ACTION:	Motion

SYNOPSIS: Staff has made the changes suggested by the Mt. Vernon Area Arts Council. Mr. Maravetz indicated that the MVAAC does not have a preference as to the age of the Poet Laureate.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18

RESOLUTION NO. 5-21-2018A

RESOLUTION APPROVING THE CREATION OF THE CITY OF MT. VERNON POET LAUREATE POSITION AND ESTABLISHING QUALIFYING CRITERIA FOR APPOINTMENT

WHEREAS, poetry is a powerful form of literature that honors self-expression and promotes understanding within communities, and,

WHEREAS, poetry has long been used to elicit a range of emotions and sentiments about place and time, culture and society, and

WHEREAS, the Mt. Vernon Poet Laureate will serve as the ambassador and advocate for poetry on the City's behalf throughout the year, with particular emphasis during National Poetry Month (April), and

WHEREAS, the Mt. Vernon Poet Laureate will be expected to complete the following tasks:

1. write and read an original poem at the MV Memorial Day event (at the cemetery)
2. develop and present one community presentation/event that will be publicized and open to the general public
3. participate in the Mt. Vernon Heritage Days celebration

WHEREAS, the Mt. Vernon Poet Laureate shall serve with the objective of:

1. celebrating the written and spoken poetic voices of residents;
2. increasing access to poetry throughout all parts of the community;
3. encouraging both the reading and writing of literature;
4. commemorate the City through works that speak to, for and of our region;
5. officiating special events upon request throughout the term

WHEREAS, the City Council will appoint the Poet Laureate to a two (2) year term upon recommendation from the Mt. Vernon Area Arts Council, and

WHEREAS, the minimum qualifications required for the position of poet laureate include the following:

1. must have a Mt. Vernon mailing address
2. must be 16 years or older
3. must have demonstrated writing proficiency

NOW, THEREFORE, BE IT RESOLVED: The City Council does hereby approve the City of Mt. Vernon Poet Laureate.

APPROVED and ADOPTED this 7th day of May, 2018.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

AGENDA ITEM # G – 2

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

DATE:	May 21, 2018
AGENDA ITEM:	Resolution - Main Street Support
ACTION:	Motion

SYNOPSIS: This resolution is one the City must pass every two years in support of the Mt. Vernon Main Street program. Included with the resolution is the Main Street Iowa program agreement that will be in effect from July 1, 2018 to December 31, 2019.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18

RESOLUTION #5-21-2018B

RESOLUTION OF SUPPORT AND FINANCIAL COMMITMENT FOR THE MAIN STREET PROGRAM IN THE CITY OF MT. VERNON

WHEREAS, an Agreement between the Iowa Economic Development Authority, Community Development Group and the City of Mt. Vernon for the purpose of continuing the Main Street Iowa program in the City of Mt. Vernon, and

WHEREAS, this Agreement is pursuant to contractual agreements between the National Main Street Center, Inc. and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Mt. Vernon, Iowa and, and

WHEREAS, the City Council of Mt. Vernon endorses the goal of economic revitalization of the Downtown within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach® as developed by the National Main Street Center and espoused by Main Street Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, meeting in regular session on May 21, 2018 that the City of Mt. Vernon hereby agrees to support both financially and philosophically the work of Community Development Group and designates the Main Street Board to supervise the Executive Director. The source of funds to support Community Development Group will be Hotel/Motel tax.

APPROVED this 21st day of May, 2018.

Mayor

ATTEST: _____
City Clerk

Main Street Iowa Program Agreement

Agreement Number: PS2019 -G300-38

Effective Dates: July 1, 2018 – December 31, 2019

Agreement between the Iowa Economic Development Authority, the City of Mount Vernon, and Mount Vernon-Lisbon Community Development Group Inc. for the purpose of continuing the Main Street Program in Mount Vernon.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Mount Vernon herein referred to as the "City", and Mount Vernon-Lisbon Community Development Group Inc. herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 2008 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: www.mainstreet.org
9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program

must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a "Designated Main Street Network" membership with Main Street America.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, (1) copy of the Executive Director's current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
 - a. The Local Main Street Program and City will be notified of non-compliance with an "Initial Warning" and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
 - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
 - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.

SECTION II. The CITY agrees to:

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

SECTION III. The IEDA agrees to:

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of eighteen months, beginning July 1, 2018, and ending December 31, 2019. It may be extended or revised by a written amendment signed by all three parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

- 3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
- 4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
- 5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
- 6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date) _____
 (Mayor Signature) _____

 (Mayor Printed Name) _____

 (City) _____
Mount Vernon, Iowa

BY: _____ (Date) _____
 (Board President Signature) _____

 (Board President Printed Name) _____

 (Local Main Street Program) _____
Mount Vernon-Lisbon Community
Development Group Inc.

BY: _____ (Date) _____
 Deborah V. Durham, Director
 Iowa Economic Development Authority

AGENDA ITEM # G – 3

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

DATE:	May 21, 2018
AGENDA ITEM:	Resolution - Transfers
ACTION:	Motion

SYNOPSIS: I will start from the bottom of the resolution and move to the top. TIF monies were allocated for the Community Center project this past December and will be moved to the community center project fund. These dollars will be used for future bond payments as TIF collections are a year behind. Additionally, the remaining LOST I funds for the community center are being transferred to the community center project fund as well (easier to track). The RUT and sewer transfer are going to their respective depreciation funds to rectify negative balances from the truck purchase this past year. The employee benefit monies are being transferred from the employee benefit levy to the general fund (general accounting activity as we expense from the general fund). This is the same for the law/emergency levy. Additional funds are coming from the sewer fund to debt service to cover annual principal and interest payments.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18

RESOLUTION #5-21-2018C

A resolution approving transfers:

FROM FUND:	TO FUND:	
Sewer	Debt Service	\$ 56,485.00
Law/Emergency	General Fund	\$ 42,721.24
Employee Benefit	General Fund	\$366,290.51
RUT	RUT Vehicle Depreciation	\$ 3,558.08
Sewer	SEW Vehicle Depreciation	\$ 3,558.08
LOST I	LOST III/Community Center	\$236,487.61
TIF	LOST III/Community Center	\$600,000.00

Motion made by _____ seconded by _____ to _____
Resolution #5-21-2018C

Resolution #5-21-2018C _____ on May 21, 2018 by the following roll
call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke
Asst. Administrator/City Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 21, 2018

PAYROLL	CLAIMS	57,933.47
GROUP SERVICES INC	INSURANCE-ALL DEPTS	20,753.47
LINN COUNTY SHERIFF	SHARED SERVICES-PD	14,007.16
CONFLUENCE INC	CORRIDOR STUDY	6,250.00
MIDLAND GIS SOLUTIONS	WEBSITE DEVELOPMENT	5,600.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,695.16
BARNYARD SCREEN PRINTER LLC	CTW-T SHIRTS-P&REC	3,010.00
TODD VLASEK	SIDEWALK PROJECT ASSESSMENT	2,816.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,377.76
WEX BANK	FUEL-PD,WAT,SEW	1,378.35
MOUNT VERNON ACE HARDWARE	PURCHASES-ALL DEPTS	839.11
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	570.83
IOWA SOLUTIONS INC	COMPUTER-MAINT-PD	437.50
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	423.82
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	423.61
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
EVER-GREEN LANDSCAPE NURSERY	MULCH-FD	360.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	312.17
MENARDS	SUPPLIES-WAT	312.00
ALLIANT IES UTILITIES	ENERGY USAGE-FD	241.40
ALLIANT IES UTILITIES	ENERGY USAGE-PD	236.47
ROYS TACOS	CTW FOOD VENDOR-P&REC	230.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	202.67
IOWA SOLUTIONS INC	COMPUTER MAINT-P&A	187.50
ARAMARK	RUGS-FD	177.24
MEDIACOM	PHONE/INTERNET-RUT	168.52
MEDIACOM	PHONE/INTERNET-POOL	161.02
TASC	FLEX SPENDING SET UP FEE	150.00
ONE MISSION FUNDRAISING INC	NOTE CARDS-COMM CENTER	140.00
SCHIMBERG COMPANY	WATER FEED-RUT	110.36
MOUNT VERNON, CITY OF	START UP CASH-POOL	100.00
IOWA ONE CALL	LOCATES-WAT,SEW	89.10
WENDLING QUARRIES	ROAD ROCK-RUT	84.84
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	63.51
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
MENARDS	STRAW SHEET,STACKS-RUT	59.97
CENTURY LINK	PHONE CHGS-PD	51.31
GARY'S FOODS	TRAINING-PD	24.17
IOWA INSURANCE DIVISION	PERPETUAL CARE FILING FEE-CEM	16.00
P&K MIDWEST INC	SUPPLIES-RUT	2.23
	TOTAL	124,533.39

AGENDA ITEM # J – 2

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

DATE:	May 21, 2018
AGENDA ITEM:	Certified Public Manager Program
ACTION:	Motion

SYNOPSIS: The certified public manager program is a partnership between the State of Iowa and Drake University. The program offers a condensed education program tailored to working adults. Mr. Nissen will travel once a month to Des Moines for the next eighteen months. The cost of the class is \$3,500, and Mr. Nissen has agreed to a repayment schedule should he leave employment within the next four years. The cost of the class and travel is available in the public works budget for FY 19. According to the new personnel policy for the city, the City Council must approve any education assistance in excess of \$1,000.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18

Certified Public Manager Program Application

Part A: To Be Completed By Applicant

Preferred CPM Cohort (Start Date or Cohort Number): August 2018

Employee Name: Nissen (Last) Nick (First) J (Initial)

Title: Public Works Director Organization: City of Mount Vernon

Business Address: 213 1st Street Mount Vernon, IA 52314

Home Address: 505 1st Street NE Mount Vernon, IA 52314

Email Address: nissen@cityofmtvernon-ia.gov

Phone Number: 319-480-2663

Please check the category below that most accurately describes your current position:

- Senior Manager Middle Manager Supervisor Employee

Please check the category below that most accurately describes your level of education completed:

- High School Associate Baccalaureate Graduate

Total Years in Government: 3.5

Please briefly describe your management and leadership experience: (Attach an additional sheet if desired)

See Attached

Please attach the following with this application:

- Signed letter of intent to participate fully and complete all requirements (Part C)
- Letter of recommendation from your supervisor or manager

Applicant's Signature: Nick Nissen Date: 4/3/18

Accommodation Request: Please indicate if you have any special needs that we can address to make your participation more enjoyable. Please allow eight weeks notification.

- Braille Sign Language Interpretation Large Print Other: _____



Submit completed applications and attachments to:

Performance & Development Solutions
Department of Administrative Services
Human Resources Enterprise
Hoover State Office Building, Level A
1305 East Walnut
Des Moines, IA 50319

Certified Public Manager Program Application

Part B: To Be Completed By Employer

Courses will be held over 17 months in Des Moines, generally two or three consecutive days each month. The curriculum consists of 300 hours of professional training. The cost of the program is \$3,500.

BILLING INFORMATION:

Organization: _____

Billing Contact: _____ Contact Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

STATE AGENCIES ONLY:

Accounting Line: _____
(Fund) (Agency) (Org)

BILLING PREFERENCES (please check one):

- Please bill agency/organization a one-time fee of \$3,500
 Please bill agency/organization a monthly fee of \$250 for 14 months

Special billing instructions: _____

This nomination for _____ has been made without preference to race, color, national
(Employee Name-Printed)
origin, sex, age, disability, creed, or religion. This applicant will be permitted to participate in and complete all requirements of the Certified Public Manager Program.

Name of Supervisor: _____

Title: _____ Phone: _____

Supervisor Signature: _____

Organization Director/Appointing Authority Signature: _____

For more information about the CPM program, visit our [website](#)

Certified Public Manager Program Application

Letter of Intent

Part C: To Be Completed By Applicant

Performance & Development Solutions
Department of Administrative Services
Human Resources Enterprise
Hoover State Office Building, Level A
1305 East Walnut
Des Moines, IA 50319

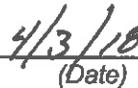
CPM Program Coordinator:

This letter expresses my intent to participate fully and complete all requirements of the Certified Public Manager Program. I will commit to attend and participate in all classes throughout the seventeen-month curriculum. Additionally, I will commit to applying the program's principles and the professional knowledge gained to my current working environment.

Sincerely,



(Participant's Signature)



(Date)

AGENDA ITEM # J – 3

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

DATE:	May 21, 2018
AGENDA ITEM:	Master Subscription – Iowa Interactive
ACTION:	Motion

SYNOPSIS: Staff is recommending the use of Iowa Interactive (Iowa based firm) for credit card purchases. Finance staff has researched various firms and spoken with colleagues across the State of Iowa. The City Attorney has reviewed the attached agreement and indicated that “it generally looks fine provided the City is in agreement with the pricing.” Schedule A contains the fees that will be charged per transaction. Staff is recommending that the transaction fees associated with the payments be the responsibility of the individuals making the payments (more of a convenience fee).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Master Subscription Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18

MASTER SUBSCRIPTION AGREEMENT

CLIENT INFORMATION

EFFECTIVE DATE: May 15, 2018

Name: City of Mount Vernon
Address: 213 First Street NW, Mount Vernon, IA 52314
Contact Name: Sue Ripke
Title: Assistant City Administrator/Clerk

AGREEMENT: This Master Subscription Agreement is made and entered into as of the Effective Date set forth above by and between Iowa Interactive, LLC, an Iowa limited liability company ("IAI"). Pursuant to this Agreement, Client will be provided a subscription to certain Services as set forth in this Agreement and any Schedules or Statements of Work agreed to by IAI and the Client. (The General Terms and Conditions and all Schedules and Statements of Work hereto are collectively referred to as the "Agreement"). If there is a conflict between a Schedule and the General Terms and Conditions, the provisions of the General Terms and Conditions shall take precedence.

SCHEDULES:

- A. Services and Fee Schedule
 - B. Third Party End User Agreement Clauses
-

SIGNATURES:

By signing this Agreement, the undersigned certify that they have read and understand, and agree to be legally bound by, this Agreement.

CLIENT

IAI

By: _____

By: _____

Name: Chris Nosbisch

Name: Mukesh Patel

Title: City Administrator

Title: Vice President

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** The following are definitions applying to this Agreement. Additional definitions applying solely to a particular Schedule to this Agreement will be set forth in that Schedule.

1.1 **"Affiliate"** means with respect to a Party, any entity that controls, is controlled by, or is under common control with, a Party.

1.2 **"End User"** means a third party person or entity who has agreed to use one or more Services offered by IAI for the offering and sale of Products by Client.

1.3 **"Fees"** means all fees payable by Client to IAI pursuant to this Agreement.

1.4 **"Force Majeure"** means events or conditions beyond a Party's reasonable control, including, without limitation, acts of common enemy, earthquakes, floods, fires, epidemics, terrorist attacks, embargoes, fire, governmental acts or orders or restrictions, acts of God, and failure or delay in transportation or communication systems not caused or reasonably preventable by IAI.

1.5 **"Information"** means any technical, or business information in written, graphical, oral, or other tangible or intangible forms, including but not limited to specifications, drawings, tools, samples, reports, compilations, records, data, computer programs, drawings, models, and secrets.

1.6 **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how and any other similar rights or intangible assets recognized under any applicable laws or international conventions or treaties, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

1.7 **"Party" or "Parties"** means, either individually or collectively, as the case may be, IAI and Client and any and all permitted successors and assigns.

1.8 **"Products"** means the Transaction Documents, goods and/or services that may be ordered or used by End Users from Client through its subscription to the Services.

1.9 **"Services"** means the hosted subscription services provided by IAI and Affiliates to Client pursuant to this Agreement and as described in the Schedule A attached hereto, including any successor or replacement services offering the same or more functionality than its predecessor.

1.10 **"Software"** means the proprietary computer software programs utilized or provided by IAI in the delivery of Services.

1.11 **"Swipe Devices"** means credit and check card swipe hardware that Client may elect to purchase from IAI pursuant to this Agreement.

1.12 **"Transaction Documents"** means any electronic business documents transmitted to the End User through the use of the Services.

1.13 **"Transaction Information"** means the data, information, pricing, quantities, parties and terms and conditions of any End User purchase or order of Products provided to or stored by IAI through use of the Services by an End User, but shall not include Transaction Documents or any portion of the Software.

2. LIMITED SUBSCRIPTION TO SERVICES

2.1 **Use.** Subject to payment of the applicable Fees and Client's compliance with the terms of this Agreement, IAI hereby agrees to (a) make the Service available to Client through a monthly, limited subscription, and (b) provide Swipe Devices to Client for an amount mutually agreed by the parties. Client's subscription allows Client to utilize the Services to manage the purchase and sale of Products, pursuant to the terms of this Agreement and any associated schedules, and further subject to the following restrictions: (i) Client may use the Services and the Software solely for Client's own internal business purposes; (ii) Client may allow End Users to access the Services to enable transactions for the provision of Products by Client as set forth in this Agreement, and (iii) Client shall not (A) make any copies of all or any portion of the Software or the Services, (B) sell, sublicense, distribute, rent, lease or assign the subscription authorized herein, or the Services or the Software to any other person or entity, (C) modify, reverse engineer, decompile, disassemble, translate, alter or create derivative works based on the Services or the Software, (D) except for End Users, permit any non-Client or other third party to use the Services, (E) create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes, (G) send spam or other duplicative or unsolicited messages in violation of applicable laws, (H) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights, (I) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (J) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (K) attempt to gain unauthorized access to the Services or its related systems or networks; or (L) access, or allow access to, the Services in order to (1) build, or assist a third party in building, a competitive product or service, (2) build, or assist a third party in building, a product or service using similar ideas, features, functions or graphics of the Service, or (3) copy, or assist a third party in copying, any ideas, features, functions or graphics of the Service. Client agrees that its purchase of the subscription described herein is not contingent upon any future functionality or features not expressly stated in this Agreement.

2.2 **User IDs and Passwords.** As part of the subscription, IAI shall provide to Client user IDs and passcodes or other secured means to access the Services, as applicable. Client is responsible for maintaining the confidentiality of its user IDs and passcodes and will be solely liable for all activities that occur under Client's user IDs. Client shall immediately notify IAI of any unauthorized use of Client's user IDs and change any affected passcodes. Client agrees to access, and require End Users to access, the Services in a secure manner in compliance with IAI's reasonable standards established from time to time, which currently require, to the extent applicable, Client's use of web browsers utilizing 128 bit SSL encryption. Client shall use commercially reasonable efforts to prevent the unauthorized access or use of the Services.

2.3 **IAI Obligations.** IAI shall provide Client with full, good faith cooperation and such information, assistance and support as the parties reasonably deem necessary to render the Services

(i) **Technical Representative.** Client shall designate a technical representative who is knowledgeable of Client's technical requirements and authorized to provide guidance and instruction to IAI, to serve as primary point of contact with IAI or IAI's third party agent for technical purposes.

(ii) **Software Maintenance and Upgrades.** IAI shall maintain and update the Software utilized in the Services, and Client agrees that IAI has the sole right to do so. In connection with such maintenance and updates, Client shall test, and/or assist IAI in testing, the consistency and completeness of such maintenance and updates as IAI reasonably requests.

(iii) **Taxes.** Client and its members are political subdivisions of the State of Iowa and as such are exempt from any applicable federal, state or local taxes based on the Services. In the event a court of competent jurisdiction finds that Client must pay any applicable federal, state or local taxes on the Services, IAI shall bill Client for said taxes and Client shall pay said taxes in connection with this Agreement.

2.4 **IAI Warranties.** IAI warrants:

(i) that the Services will substantially comply with the specifications set forth in this Agreement;

(ii) All funds belonging to Client while temporarily in the hands of IAI, shall be deposited in a bank or banks legally authorized to operate and hold public funds within Iowa;

(iii) IAI shall establish mechanisms designed to prevent customer card information entered into IAI' system and/or networks, which is subject to the requirements of the Payment Card Industry Data Security Standard Program (PCI-DSS) in effect and may be amended from time to time during the term of this Agreement, being retained, temporarily or permanently, by Client;

(iv) IAI represents that it is the owner of or otherwise has the right to use, distribute and license or sublicense all materials and methodologies used in connection with providing the Services which are the subject of this Agreement, that such materials and methodologies (other than information or materials supplied by the Client and accurately reproduced in the Services provided under this Agreement) shall not infringe any copyright or other proprietary right of a third party, and that IAI will comply with all applicable laws and regulations in performance of its obligations hereunder;

(v) IAI further represents that (1) the Services to be performed by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (2) the Services will be configured using commercially reasonable technical specifications; (3) the Services will operate in conformance with the terms of this Agreement; (4) the Services performed by it under this Agreement will not violate any applicable law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (5) the Services performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (6) the Services performed by it under this Agreement will not be obscene, child

pornographic, or indecent; and (7) the Services performed by it under this Agreement will be free of anything intended by IAI to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and

(vi) IAI will use commercially reasonable efforts to cause the Services to be available to Client and End Users 24 hours per day, 365 days per year, and to cause the Services to be maintained in good working order as defined in Schedule A of this Agreement; *provided, however*, Client understands and agrees that the availability of the Services is subject to planned and emergency downtime to address maintenance, security and other reliability issues.

2.5 **IP Indemnification.** Notwithstanding any other provision to the contrary in this Agreement, IAI, at its expense, will defend or, at its option, to settle, any claim brought or threatened against Client which alleges that the Software and/or Services provided under this Agreement infringe the copyright, trademark, trade secret, or other proprietary right of any third party, and IAI will indemnify Client for any damages finally awarded against Client (including court costs and attorneys' reasonable fees) in any non-appealable decision reduced to final judgment in connection with such claim. IAI further agrees to reimburse Client for any and all attorneys' fees incurred by Client as a result of any action, suit or proceeding brought or threatened against Client pursuant to the terms of this paragraph. Client agrees that IAI shall be released of its obligations in this paragraph unless Client has taken all reasonable steps to mitigate any potential expenses and provides IAI with: (a) prompt written notice of any such claim or action, or possibility thereof; (b) sole control and authority over the defense or settlement of such claim or action; and (c) proper and full information and assistance to settle and/or defend any such claim or action. Client shall have the right to employ separate counsel and participate in the defense at Client's own expense; provided that IAI shall remain in control of the defense. In addition, IAI may, at its sole option and expense, either: (a) procure for Client the right to use the infringing Software and/or Services; (b) replace the infringing Software and/or Services with non-infringing, functionally equivalent software and/or services; (c) modify the infringing Software and/or Services so that they are not infringing; or if (a), (b), and (c) are not commercially feasible, then (d) cease to provide the infringing Software and/or Services, pay as liquidated damages an amount equal to any Fees covering any period of time during which such infringing Software and/or Services were to be provided and terminate this Agreement as it relates to such infringing Services. Upon exercise of option (d) in the previous sentence, IAI shall have no further obligations or liability to Client with respect to the infringing Software and/or Services. Except as specified above, IAI will not be liable for any costs or expenses incurred without its prior written authorization. The foregoing obligations do not apply with respect to Services or Software or portions or components thereof (i) not supplied by IAI, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by IAI, (iv) combined with other products, processes or materials not owned by IAI where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of such Services or Software is not strictly in accordance with this Agreement. Client will indemnify IAI from all damages, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from IAI's indemnity obligation by the preceding sentence. The limitations on liability contained in this Agreement, if any, shall NOT apply to this Section 2.5 of the Agreement.

2.6 **Third Party End User Agreement.** Client will post and maintain the language set forth on Exhibit B on its website prior to permitting End Users to access the Services.

3. SCOPE, AVAILABILITY AND MODIFICATIONS

3.1 **Scope of Subscribed Services.** The Services accessible through the subscription are intended to enable transactions between Client and End Users. IAI is not a party to, third party beneficiary of, or a guarantor of performance with respect to, any subsequent agreement between Client and any End User and/or third party. Specifically, (i) IAI does not control the quality, safety, legality or availability of Products accessed through the Services, the terms and conditions on which those Products are offered or purchased, or the End User's and/or third party's compliance with an agreement that it may execute with Client; (ii) IAI undertakes no duties to distribute or ship the Products; and (iii) under no circumstances shall IAI take title to, or in any manner obtain an interest in, or otherwise be deemed to be within the chain of title of, any Products. Client acknowledges that IAI takes no responsibility for the terms and conditions governing the purchase, sale and delivery of Products.

3.2 **Availability of Services.** Notwithstanding anything to the contrary stated herein, and consistent with Article 2 of this Agreement, Client acknowledges and agrees that the availability of the Services is subject to the availability of connection services to and within the Internet and to other network functions within and around the Internet and that the Internet, by its nature, is not fault-tolerant, and events of Force Majeure could occur; IAI shall not have any liability for any breach of any representation, warranty or covenant of this Agreement that arises out of or relates to the unavailability of such connection services and other network functions that is not within its reasonable control.

3.3 **Modification of Services.** Client understands and agrees that IAI may modify the Services, their names, or the manner in which the Services are made available upon one hundred eighty (180) days written notice to Client, and that those modifications may create differences in how Client accesses the Services. Client further understands and agrees that, upon one hundred eighty (180) day written notice to Client, IAI reserves the right to replace any of the Services with services offering the same or more functionality than its predecessor or to make changes to comply with applicable law or industry-accepted regulations or security standards.

4. PAYMENT

4.1 **Payment Terms; Suspension of Subscription.** During the term of this Agreement, Client agrees to compensate IAI for Services as set forth in Schedule A attached hereto. Unless otherwise noted in Schedule A, IAI shall send invoices to Client and all amounts due IAI shall be paid within thirty (30) days of the invoice date. Any amounts due under this Agreement unpaid Thirty (30) days after the invoice date shall bear interest at the rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2. If Client's account is more than thirty (30) days or more overdue, then in addition to any other remedy IAI has available to it in law or in equity, IAI reserves the right to suspend the subscription and Client's access to the Services, without liability to Client, until such amounts are paid in full. The foregoing shall not apply to amounts, if any, that are the subject of a good faith dispute between Client and IAI.

4.2 **Settlement.** Transactions accepted by Client prior to the IAI-defined settlement submission time are submitted that day for processing. Visa, MasterCard, and Discover transactions typically settle within twenty-four (24) to forty-eight (48) hours. American Express

transactions typically settle within twenty-four (24) to seventy-two (72) hours. Electronic check transaction typically settle within twenty-four (24) to seventy-two (72) hours. All settlement files are delivered for origination through the ACH network. IAI will deposit funds into the Client's designated bank account ("Client Bank Account").

4.3 **Billing Procedures.** Principal payment amounts will settle into the Client's Bank Account as a total payment amount.

4.4 **Chargeback Procedures.** IAI will notify the Client of credit card chargebacks and e-check/ACH returns through its automated process. IAI will be responsible for fees related to processing the chargeback; *provided, however*, IAI shall invoice Client, and Client shall be responsible for reimbursing to IAI, the underlying principal payment amount of the chargeback. IAI will also provide the Client with online chargeback details to include chargeback amount, date, reason code and a redacted credit card or bank account number, as applicable. It is the Client's responsibility to collect on all ACH returns.

5. PROPRIETARY RIGHTS

5.1 **Title to Technology.** All Intellectual Property Rights pertaining to IAI, the Software and the Services, in whole or in part, shall be, vest with and remain the exclusive property of IAI and its third party licensors. If all or part of any Software or Services provided by IAI becomes the subject of an actual or threatened lawsuit or if IAI believes such Software or Services may violate a third party's Intellectual Property Rights or applicable law, IAI will immediately be entitled to remove such content without incurring any liability to Client except as stated in Article 2.5, IP Indemnification, of this Agreement.

5.2 **Title to Transaction Information.** As between the Parties, all Intellectual Property Rights in Transaction Information supplied by Client and/or its End Users in connection with the Services are and shall remain the exclusive property of Client and/or its End Users, as applicable. IAI makes no claims, warranties or representations with regard to the ownership of Transaction Information. IAI shall be entitled to keep a copy of such Transaction Information for defense purposes only.

5.3 **Suggestions.** IAI shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Client or its End Users relating to the Services which shall, upon incorporation by IAI, become the non-exclusive property of IAI.

6. CONFIDENTIALITY

6.1 **Confidential Information.** By virtue of this Agreement, the parties hereto may have access to information provided by or on behalf of the other party that is confidential ("Confidential Information"). Confidential Information shall include, but not be limited to, source code, software, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, application programming interfaces, files specifications, product user guides, and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 6 shall survive the expiration or earlier termination of this Agreement.

6.2 **Exceptions.** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) or information that is not a "confidential record" within the meaning of Iowa's Open Records and Open Meetings laws. Client is subject to chapters 21 (Open Meetings) and 22 (Open Records) of the Iowa Code. Accordingly, Client is hereby excused from all confidentiality obligations of this Agreement solely to the extent necessary to comply with Iowa law.

6.3 **Use and Nondisclosure.** The Parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except IAI's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure, the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.

6.4 **Disclosure Required by Law.** Notwithstanding anything to the contrary set forth herein, if the receiving Party becomes legally obligated to disclose Confidential Information pursuant to law (including receiving any request, written or verbal) or as a result of court order, subpoena or legal action ("Process"), the receiving Party will give the disclosing Party written notice as promptly as possible with the intention that it be sufficient to allow disclosing Party to seek a protective order or other appropriate remedy. In the event that such disclosure is required, the receiving Party will disclose only such information as is legally required and only to the extent necessary to comply with the Process. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state

6.5 **Remedies.** The Parties agree that, notwithstanding any other section of this Agreement, in addition to other remedies available to the Parties and to the extent permitted by applicable law, the non-breaching Party shall be entitled to seek injunctive relief to protect its interests.

7. TERM AND TERMINATION

7.1 **Term.** The term of this Agreement shall commence on the effective date and continue for a period of one (1) year ("Initial Term") from the Launch Date. "Launch Date" shall mean thirty (30) days of the merchant account setup between Client and IAI. During the Initial Term and any subsequent renewals, this Agreement may be terminated by either party for any reason, including without cause, by providing the other party six (6) months written notice of such termination. After the Initial Term, the Agreement shall renew automatically for 2 (two) two (2)-year terms, unless either party provides written notice of not less than 6 (six) months prior to the expiration of then current term.

7.2 **Termination for Cause.** Either party may terminate this Agreement by written notice if any of the events described. In the event either party terminates this Agreement for any reason, including without cause, IAI will refund the pro-rated portion of any pre-paid Fees

covering the period of time during which Services were to be provided by IAI.

(i) The other Party is in breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non-breaching Party gives the breaching Party written notice of such breach; or

(ii) The other Party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which is not rescinded within sixty (60) days.

7.3 **Return Of Materials.** Upon termination of this Agreement consistent with the terms herein, IAI may immediately discontinue Client's access and use of the Services. Client shall promptly discontinue use of any Services, and return any Software and Confidential Information that Client has received from IAI.

7.4 **Effect of Termination.** Notwithstanding any termination of this Agreement, Section 2.5 ("IP Indemnification") and Section 6 ("Confidentiality") shall survive for a period of five (5) years, Section 10.3 ("Employee Solicitation") shall survive for a period of one (1) year, while Sections 5 ("Proprietary Rights"), 8 ("Disclaimer; Limitation of Liability"), 9 ("Indemnification") and 10.5 ("Governing Law and Enforcement of Agreement") shall survive termination of this Agreement. All other rights granted hereunder will cease upon termination.

8. DISCLAIMER; LIMITATION OF LIABILITY.

8.1 **Disclaimer.** TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH HEREIN OR IN ANY EXHIBIT, SCHEDULE OR ATTACHMENT, THE SERVICES ARE PROVIDED "AS IS" AND IAI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES CONNECTED WITH, RELATED TO OR ARISING OUT OF THIS AGREEMENT. IAI EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ACCESS OR USE OF THE SERVICES WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, OR THAT INFORMATION OR CONTENT WILL BE ACCURATE OR TIMELY.

8.2 **Limitation of Liability.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL IAI BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGIES OR SERVICES, COST OF COVER OR PUNITIVE OR EXEMPLARY, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IAI WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, IAI'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE GREATER OF (a) THE REVENUE THAT IAI HAS RECEIVED PURSUANT TO THIS AGREEMENT FOR SERVICES RENDERED TO THE CLIENT IN THE PREVIOUS TWELVE MONTHS AND (b) IF A PARTICULAR LOSS, DAMAGE OR INDEMNITY IS COVERED BY INSURANCE REQUIRED BY THIS AGREEMENT, THE INSURANCE PROCEEDS RECOVERED FOR SUCH LOSS, DAMAGE OR INDEMNITY UP TO THE AMOUNTS SET FORTH IN SECTION 10.11 OF THIS AGREEMENT.

9. INDEMNIFICATION

9.1 **By IAI.** IAI shall indemnify and hold harmless Client and its Affiliates, and their directors, shareholders, members, agents and employees from and against any fine, penalty, costs, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to IAI's negligence or willful/intentional misconduct or breach of any of its obligations set forth in this Agreement.

9.2 **By Client.** Client shall indemnify and hold harmless IAI and its Affiliates, and their directors, shareholders, members, agents and employees from and against any fine, penalty, costs, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to Client's negligence or willful/intentional misconduct or breach of any of its obligations set forth in this Agreement.

9.3 **IAI Liability for Security Breach.** IAI, at its expense, will defend, indemnify and hold harmless, Client (or its officers, directors, shareholders, employees and agents) (collectively, "Client") for any claim, damage, fine, fee, action, suit or proceeding brought or threatened against Client which alleges any data privacy breaches of information security that occur on or through the IAI System. Notwithstanding any other provision to the contrary in this Agreement, it is expressly agreed by both parties that Client shall be entitled to recover from IAI all costs incurred by Client, including reasonable attorney's fees, regarding any claim, damage, fine, fee, action, suit or proceeding under this section.

10. GENERAL

10.1 **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; or (iii) sent by nationally recognized overnight or two (2) days air courier service.

Notice to Client shall be sent to: City of Mount Vernon, Iowa ("LEGAL NOTICE")
213 First Street NW
Mount Vernon, Iowa 52314
Attention: Sue Ripke

Notice to IAI shall be sent to: Iowa Interactive, LLC ("LEGAL NOTICE")
2643 Beaver Avenue, # 333
Des Moines, IA 50310
Attention: Michelle O'Reilly

With a copy to: NICUSA, Inc. ("LEGAL NOTICE")
25501 West Valley Parkway, Suite 300
Olathe, KS 66061
Attention: General Counsel

Either Party may change its address for notice by notice to the other Party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to a nationally recognized overnight or two (2) days air courier service.

10.2 Representations. Each Party represents and warrants that: (i) It is duly organized, validly existing and in good standing under the laws of its state of domicile; (ii) It has the power and authority to execute, deliver and perform under this Agreement; and (iii) This Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

10.3 Employee Solicitation. Client acknowledges that IAI's business is dependent upon being able to adequately staff projects with qualified persons and adequately utilize its employees and independent contractors. Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of IAI's employees or independent contractors to leave the employ or service of IAI or hire an IAI employee, during the period such employee or independent contractor is working for IAI and for one (1) year immediately following the period for which such employee or independent contractor last performed services for IAI.

10.4 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law.

10.5 Governing Law and Enforcement of Agreement. This Agreement shall be governed in accordance with the laws of the State of Iowa, without reference to conflict of laws principles. The Parties consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Iowa or the courts of the United States located in Polk County, Iowa. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. In the event either party brings an action to enforce this Agreement (including any attachments or schedules), the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees and costs associated with the enforcement proceeding, including fees and costs incurred in any appellate proceeding.

10.6 Independent Contractors. The relationship of IAI and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to give either Party the power to direct or control the day-to-day activities of the other or constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

10.7 Publicity. The Parties agree that any press release, public announcement, confirmation or other information regarding this Agreement or the transactions contemplated hereby shall be made only after each Party has approved in writing the time, form and content of any such information to be disseminated to third parties or the public. Upon written consent of Client IAI may desire to use Client's name in client listings, on its web site, in a client profile, and in future press releases, product brochures and financial reports indicating that Client is a customer of IAI. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state in the Union.

10.8 Miscellaneous. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement shall be valid unless in writing and signed by both Parties. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by Force Majeure. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. Section and Schedule headings are for ease of reference only and do not form part of this Agreement. This is an integrated Agreement and all exhibits, schedules and attachments hereto and incorporated herein constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements, intentions, or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party. Both Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. No employee, agent, representative, or affiliate of IAI has authority to bind IAI to any oral representations or warranty concerning the Software or the Services. Any written representation or warranty not expressly contained in this Agreement (including any Schedules) will not be enforceable.

10.9 No Third Party Beneficiaries. No parties, entities, or persons other than the Parties hereto may rely on or derive any rights pursuant to or under this Agreement.

10.10 PCI DSS Compliance. To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by IAI and which requirements are the responsibility of Client. As the operator of the Swipe Devices, Client shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the Swipe Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9. All information that

is transmitted by Client via IAI's network or system shall be handled in accordance with commercially reasonable security standards. If IAI becomes aware that it is not PCI-DSS level 1 compliant, IAI shall immediately notify Client in writing within 24 hours of such failure.

10.11 **Insurance.** IAI shall purchase and maintain, at its sole expense and as long as it is providing Services to Client under this Agreement, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual liability, and products/completed operations. Coverage includes a blanket endorsement or other policy wording to include Client as an additional insured for work performed by IAI in accordance with this Agreement.

Limits:

- * \$1,000,000 per occurrence/\$2,000,000 general aggregate
- * \$2,000,000 aggregate for products and completed operations

Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to Client of approval as a self-insurer by the State of Iowa.

Limits:

- * Workers' Compensation – statutory
- * Employer's Liability - \$500,000 Bodily Injury by Accident, Each Accident; \$500,000 Bodily Injury By Disease, Each Employee;

\$500,000 Bodily Injury By Disease, Policy Limit

Professional Liability/Network Risk – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by IAI. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of two (2) years after the date of final payment hereunder. Policy will include coverage for acts, errors or omissions by subcontractors acting on behalf of and at the direction of IAI. Policy will also include network risk coverage which shall include first party coverages, including notification expenses, legal expenses, cyber extortion, forensic investigation costs, data recovery expenses and public relations services. Third party coverages should be purchased, including coverage for liability arising from breach of third party business data, unintended transmission of malware, and privacy regulatory claims.

Limits:

- * \$2,500,000 per claim, \$2,500,000 annual aggregate

Employee Dishonesty Insurance Coverage- Fidelity insurance, the requirement for which may be satisfied by a Commercial Crime policy which shall include, but not be limited to, funds transfer fraud and computer fraud coverage, with a limit of \$100,000 per loss.

Client shall be named additional insured on the Commercial General Liability insurance policy required of this Agreement. The Commercial General Liability policy shall contain the following endorsements attached in Schedule C. Should any work be subcontracted, it shall be the responsibility of IAI to require subcontractors to maintain Commercial General Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, IAI shall provide proof of Workers' Compensation Insurance for all subcontractors performing work on behalf of IAI under this Agreement in compliance with the required statutory limits of the State of Iowa.

Said policies of insurance shall be with companies licensed to do business in the State of Iowa in a form satisfactory to Client. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company, or equivalent, if insurer is not rated by A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by Client at least five (5) days in advance of commencing work under this Contract. Where said notice of cancellation is not available from carrier, IAI agrees to provide such notice. Cancellation, non-renewal or lapse of any of the required policies shall be an Event of Default and subject to cure under this Agreement. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto.

SCHEDULE A

SERVICES AND FEE SCHEDULE (Fee to be passed on to End-User)

SERVICES

Under this Agreement, IAI will provide Client with a subscription to the following hosted Software and Services.

Hosted Software

Application Engine – The Application Engine is a proprietary application development platform provided by IAI or its affiliates. Applications and services developed under this Agreement may be developed using the Application Engine.

Checkout – Checkout is the IAI proprietary web-based application that will act as the interface for the End-User to input certain data, including name, address, and credit card information, necessary to process a payment.

TPE – TPE is the IAI proprietary payment engine that will act as the middleware between Checkout and the credit card authorization network to obtain authorization and settlement of funds from the End-Users card issuing bank.

Web-based Reporting/Administration Tools – IAI will assign Client secure access to real-time online reporting tools for the purposes of issuing refunds, order research, daily and monthly reporting, and accounts reconciliation.

CDB – CDB is the IAI proprietary customer database application that will allow End-User to register for recurring payments and that will hold the End-User profile for recurring payments.

On the Go – On the Go is the IAI proprietary mobile application that allows for the Client to use card swipe device for mobile payments.

PayPort – PayPort is the IAI proprietary web-based application that allows for the Client to use card swipe device for at the point of sale.

Services

Payment Processing Services – IAI will provide Client with credit card payment processing services for any credit or debit card with the Visa™, Discover™, MasterCard™ or American Express™ logo. Other branded cards can be accepted by written mutual consent of both Parties. However, IAI reserves the right to make Fee changes in order to process other cards.

Client Technical Support – IAI will provide a telephone number as well as an email address to the Client for reporting any technical difficulties.

Chargeback Retrieval/Research – A chargeback occurs when an End-User disputes the transaction with their card issuing bank. The card issuing bank will contact IAI asking for supporting documentation to verify that the transaction was legitimate and processed with the consent of the End-User. IAI will work with the card issuing bank to resolve chargebacks in a timely manner.

FEES

Set-up fees – IAI will charge Client a one-time set-up fee of \$0.00 at contract signing.

Software Subscription and Services – IAI will charge Client a monthly subscription fee of \$0.00 for access to the Software and Services defined above. Software Subscription and Services fees will start on the day that the service is "Live" and will be prorated if for a partial month. Software Subscription Fees will be billed to Client on a monthly basis.

Service Fees – IAI will charge Client services fees calculated at 0.0% of the total transaction amount collected on behalf of Client. Service Fees will be calculated and billed to Client on a monthly basis.

Enhanced Access Fees – IAI will charge End-User 2.35% plus \$1.50 transaction fee added to total payment if paid via a credit card. Client understands that credit card merchant fees, which are included in Enhanced Access Fees, are set outside the control of IAI. IAI reserves the right to increase Enhanced Access Fees after providing one hundred eighty (180) days' written notice to Client.

eCheck/ACH Fees – IAI will charge End-User \$1.50 per eCheck/ACH transaction added to total payment if paid via eCheck/ACH.

Return eCheck/ACH Fees – IAI will charge Client \$5.00 per return eCheck/ACH transaction. Return eCheck/ACH Fees will be calculated and billed on a monthly basis.

Refunds – IAI understands that from time to time Client may have to refund End-User the transaction amount. Client will coordinate with IAI to verify the refund amount and it will be the responsibility of IAI to issue refunds to End-Users at Clients discretion. However, due to the potential of large transaction payments, IAI may ask Client to remit to IAI the refund amount, before IAI issues the refund. In cases where IAI issues a refund without requesting Client to remit payment prior to issuing the refund, the refund amount will be deducted from future disbursements.

ASSUMPTIONS

Client will be responsible for providing the online application that will communicate to Checkout and transfer to Checkout all relevant information necessary to process the payment successfully.

Client will provide customer service to End-User.

Client will provide IAI with any support and supporting documentation that may be needed to process Chargebacks and Refunds.
Client will work diligently with IAI to help test and implement the Service in a timely manner.
Client will be responsible for providing installment payment information to IAI so that these can be processed automatically.
IAI will develop a nightly batch job to import installment payment information.

Initials: Client _____ Date _____
 IAI _____ Date _____

Schedule C

The Commercial General Liability policy will initially be endorsed by IAI's current CGL carrier as follows:

The following is added to each section that provides liability coverage:

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of governmental immunity under Iowa law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

The following is added to the CONDITIONS section:

Preservation of Governmental Immunity

Your purchase of this policy is not a waiver, under Iowa Code Section 670.7 or any amendments to that section, of any governmental immunity that would be available to any insured had you not purchased this policy.

If IAI's current CGL carrier changes its position with respect to the above endorsement language, or IAI elects to change its CGL carrier, IAI will use commercially reasonable efforts to obtain a similar endorsement from its CGL carrier.

AGENDA ITEM # J – 4

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

DATE:	May 21, 2018
AGENDA ITEM:	Hose and Ladder Testing
ACTION:	Motion

SYNOPSIS: A member of the Fire Department will be present to answer any questions related to the proposed contract. This is a three year agreement for annual hose and ladder testing for certification to NFPA standards.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18



Electronic Delivery

May 7, 2018

Nathan Goodlove
Fire Chief
Mount Vernon Fire Department
606 2nd Avenue
Mount Vernon, IA 52314

Chief Goodlove:

Per your request, we are pleased to submit this proposal for your annual fire hose and ground ladder testing.

Background

FireCatt is proud to have revolutionized the fire hose testing industry. FireCatt is the sole source supplier and owner of a patented method that incorporates computerized testing technology and a software program designed to incorporate the testing standards and guidelines of NFPA 1962.

FireCatt is now testing over 7 million feet of fire hose per year in 39 States. We have been testing fire hose for more than 10 years. Customers that have come to trust FireCatt's precision testing service include: fire departments; oil refineries; nuclear power plants; and industrial operations.

We trust you will take the time to understand the value FireCatt creates by using the best technology, people and processes available to provide your critical annual services testing. FireCatt will save you manpower time, reduce liability and injuries, and create repeatable, valid test results with advanced technology and professional service.

Our testing team is structured with a team leader, an assistant leader and four hose technicians, all formally trained by FireCatt. We believe in a professionally run hose testing process starting with pre-test planning, meticulous attention to detail during the testing process and documented repacking of your equipment to the standard you require.

Who Is the FireCatt Customer?

FireCatt customers are the leaders within the fire service. They don't settle for "good enough" when it comes to the safety of their people and equipment. They want the most accurate testing option available, while receiving the most professional service. They want the most reliable and defensible third party validation. They want peace of mind, and that's what FireCatt delivers.

FireCatt will provide annual service pressure testing per the **NFPA 1962, 2013 Edition Standard** for Hose and **NFPA 1932, 2010 Edition Standard** for Ladders using patented technology test equipment designed for safety, accuracy and efficiency.

Sole Source FireCatt Specifications:

- Electronic and computerized pressure transducers shall be used to monitor and regulate pressures.
- Software controls the entire test process to ensure NFPA 1962 Standard is followed. One item to note is that during pressurization, hose will only be pressurized at 15 psi per second. Our system will meet this standard each and every test, ensuring that the fire hose will not be subjected to a shock pressure which can lead to shorter hose life expectancy.
- Air actuated and computerized valves shall be used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of manual valves that are less than 100% repeatable and expose personnel to unnecessary risk will not be permitted.
- Pressure release at the end of each test shall be accomplished through air actuated and computer controlled valves operated remotely. This will eliminate the need to release pressure at the end of each hose and eliminate the risk associated with exposing personnel to potential catastrophic failure while hose is fully pressurized.
- Hydrant pressure shall be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test.
- An amber warning beacon shall be illuminated at all times when the hose is pressurizing or at high pressure.
- Ten manifolds shall be used each with their own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- Up to 3,000 feet of hose shall be tested per test cycle.
- Multiple diameter hoses shall be tested simultaneously.
- Air relief valves shall be used at the end of each hose lay per manifold.
- Computerized digital pressure readouts shall be used in order to eliminate subjective "needle bounce" of analog gauges.
- Computerized timing of tests shall be used to eliminate subjective timing devices such as manual stop watches prone to operator error.
- Heavy Duty Bar Code labels will be used on each hose for ease of Identification and Inventory Control.

NFPA Fire Hose Testing Standards

1. Each length of hose will be assigned an Identification Number using a barcode label on each coupling. That I.D. number shall also be recorded on the hose jacket at each end of the hose using a permanent ink marker.
2. Each length of hose will be inspected, both the outer jacket and inner liner.
3. All couplings and threads will be inspected.
4. All gaskets will be inspected, defective gaskets will be replaced at no extra cost.

5. FireCatt will supply hose manufacturer approved lubricant for coupling lubrication.
6. All defective hose will be tagged and removed from service and the defect location on the hose will be marked using permanent marker. The tag will be distinctive and state the reason for removal from service, date, and hose I.D. number. This information will also be contained within the test report.
7. FireCatt will supply "Never Seize" lubricant for lubricating all apparatus connection points so as to reduce galvanic reaction associated with dissimilar metal contact.
8. FireCatt will accurately record all data that will be contained in the final report which will include, Department I.D., Station or Apparatus I.D., FireCatt hose I.D., Fire Department hose I.D., Manufacturer, Date of Manufacture, Date in Service, Size, Length, Pressure, Pass/Fail, Reason for Failure, and Tread Type.
9. FireCatt will provide a hard copy of the Test Report within 1 week of test completion. The Hose Test Report is documented on a per Department basis. If you require your hose documentation broken down per apparatus or station, this service is available and must be pre-arranged.
10. FireCatt will provide internet web access to your electronic test record and protect this information using a unique login and password within 1 week of test completion. Access to the test records will be for a minimum of 7 years from date of the most recent test.
11. FireCatt will be licensed and insured to meet the State, City and Department requirements.

Pricing

Option(s)	Quantity in Feet	Price per Foot	TOTAL
1 Fire Hose Testing FireCatt provides all Labor	8,800 (approximate)	\$0.33 \$0.29	\$2,904.00 \$2,552.00*
2 Fire Hose Testing Fire Department provides labor to reload apparatus only	8,800 (approximate)	\$0.26 \$0.23	\$2,288.00 \$2,024.00*
3 Ground Ladder Testing FireCatt provides all Labor	155	\$1.50	\$232.50

Note: Hard suction hose, if utilized, is vacuum tested at the same price per foot as supply and attack hose.

Option 1 - FireCatt will provide ALL labor to unload apparatus, lay out test, couple/uncouple, roll hose and reload apparatus. The Fire Department will provide labor only to drive apparatus to and from test site.

Option 2 - FireCatt will provide labor to unload apparatus, lay out test, couple/uncouple, and roll hose. The Fire Department will provide labor to reload apparatus. Note: If you choose

Option 2 we suggest utilizing two fire department crews/companies to reload. The crew whose apparatus is being reloaded and the crew whose apparatus is next to be unloaded.

Option 3 - FireCatt will provide all labor to perform precision ground ladder testing via digital load cell technology that will meet NFPA1932, 2010 edition standards. FireCatt incorporates a load cell that is UL Certified to NFPA 1983, general use. There are no other charges! Heat sensor labels are included in our per foot price.

Logistics:

Prior to testing FireCatt will work with your Department to formulate and tailor a logistics plan that will work best for you. The following is an example of a typical logistics plan:

When FireCatt begins testing we will start with your *rack/auxiliary* hose then your *reserve* apparatus(s). Your tested *rack/auxiliary* hose will be ready to replace any failed hose from your apparatus(s). Once the *reserve apparatus(s)* are tested your company can take the tested reserve to replace a front-line apparatus prior to testing. Thus, we eliminate any down time in your Department for hose testing and we keep your companies in district. That way the public that you serve will not see an increase in response time during hose testing.

The Department will be responsible to provide a suitable test a location 300' in length x 100' wide, a water supply via Fire Hydrant (preferably), stand pipe, or tender, a driver to move your apparatus and a single point of contact.

Contract Term

Pricing in BLACK is for a 1 year contract. ***Pricing in RED is for a 3-year contract and represents over a 10% discount, and the price will remain the same - guaranteed for all 3 years.**

Completion

Testing will take approximately 1 day(s) annually (weather, total feet, & test site dependent).

Summary of Benefits Received from Choosing FireCatt

- Use the best technology the industry has to offer and fully trained technicians.
- Longer life of hose due to ensuring NFPA 1962 is followed every test cycle.
- Assurance hose is tested to prescribed pressures, if not, either false positives results or premature stress and loss of hose life are the results (especially the unnecessary cost of replacing LDH – Supply Lines)
- Workers compensation injuries resulting from testing accidents, either immediate or develops after, such as back / knee strain from re-loading hose (conveyor system and turntables)
- Reduction of any overtime hours used for testing and or training, freeing up man-hours from faster re-loading and the use of two mobile test labs.
- Proven Professional Operation - experience in testing large departments.

I believe you would agree that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for the NFPA 1962 Standards to be met in the most "objective" manner possible. In comparison, other testing companies will provide you with "subjective" test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of the fire hose testing services that FireCatt can provide to your department. We have yet to encounter another hose testing company in the nation deploying a similar state-of-the-art computerized testing technology.

We are pleased to offer our services to your department and believe the investment in FireCatt generates the peace of mind for everyone that we are all creating the safest environment for the firefighter and citizens of your community.

We look forward to creating a mutually beneficial and successful long term relationship, and believe in 100% customer satisfaction. If you have any questions or comments, feel free to contact us at any time.

Respectfully submitted,

A handwritten signature in black ink that reads "Lynn Gorcyca-Trout". The signature is written in a cursive, flowing style.

Lynn Gorcyca-Trout
Customer Representative
248-643-7200 x16 office
248-789-0072 mobile/direct

AGENDA ITEM # J – 5

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

DATE: May 21, 2018

AGENDA ITEM: Gazebo

ACTION: Motion

SYNOPSIS: Councilperson West informed staff that the Lion’s Club would like to paint the Gazebo this year. Staff sees no issue with this project as long as the colors match the existing paint and all of the volunteers sign a waiver prior to working on city property.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/18/18

K. Reports-Received/File



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

Eric Roudabush
Marty Christensen
Scott Rose
Tom Wieseler
Stephanie West

APRIL 2018
POLICE REPORT

Vehicle Collisions

There were 4 reported collisions in April. The first collision occurred in the parking lot at Plaza Auto Auction and was the result of an unknown driver striking an unattended vehicle, the leaving the scene without notifying the owner. Damage was estimated at \$3,500. The second collision occurred when two vehicles were travelling eastbound on Palisades Road SW. The lead vehicle stopped and began to back up without checking for traffic behind them and collided with another vehicle. Damage was estimated at \$3,000 and no injuries were reported. The third collision occurred in the Gary's Food parking lot. This collision was the result of a vehicle that was backing out of a parking space and collided with another parked vehicle. Damage was estimated at \$4,500 and no injuries were reported. The fourth collision occurred in the 500 block of 2nd Ave SW. This occurred when a vehicle was backing out of their driveway and collided with a vehicle travelling South on 2nd Ave. Damage was estimated at \$7,500 and no injuries were reported.

Incidents/Arrest

There were 19 reported incidents in April. Incidents included OWI, suspicious activity, public intoxication, driving while license under suspension, driver's license violation, towed vehicle, domestic disturbance, theft, hit & run, possession of controlled substances, criminal mischief, fraud, improper use of registration, arrest warrant served.

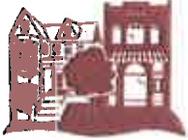
There were 6 arrests in April. Arrests occurred for OWI, public intoxication, driving while license suspended, possession of controlled substances (2) (marijuana), possession of drug paraphernalia and domestic assault causing injury.

Community Service:

- Officer Gehrke completed the DARE Program with 5th 7th Grade students at the Mount Vernon Middle School on 4/6/2018; 112 seventh graders and 106 fifth graders completed the program.
- Chief Shannon met with City Officials in Hiawatha regarding Linn County Sheriff Dispatch 28E Agreement on 4/17/18
- Chief Shannon attended a Juvenile Court Services meeting on 4/24/2018
- Chief Shannon met with Ben Wilkinson from MSA-Professional Services regarding the Roundabout Audit. Final report is tentatively expected in June 2018.

Training:

- MVPD conducted the semi-annual department firearms qualification training on April 16, 2018.
- Officer Gehrke and Officer Daubs attended the Iowa Governors Traffic Safety Bureau training conference in Altoona on April 25th & 26th, 2018.



**Mount
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Stephanie West

GTSB:

Officers worked 20 hours of STEP in April. During April enforcement project officers contacted 2 OWI Contacts (no arrest) 2 registration violations, 1 other traffic violation, 3 equipment violations, 1 insurance violation, and 10 speed violations. Additionally during April (non GTSB) our officers made 1 OWI arrest, 3 OWI contacts, 16 speed violations, 1 driver's license violation, 1 driving while suspended, 1 open container of alcohol, 6 other traffic violations, and 7 equipment violations.

LISBON (28E Contracted Services):

Per the 28E agreement our department provided the following service to Lisbon in April 2018:

- Patrol: 2,240 minutes
- Calls for service: 275 minutes (4 calls for service)
- Administrative time: 160 minutes

Total time for April: 44.58 hrs x \$40/hr. = \$1,783.33

Lisbon was invoiced for February-April 2018. Total amount invoiced for this quarter was \$5,196.67.

Respectfully Submitted,

Chief of Police



Council:

Public Works Report
5/21/18

Alley Maintenance

Crews have utilized a box drag purchased last fall to regrade some alley surfaces. The drag is able to take rock from high spots and place it in wheel tracks to make the surface more drivable with less rutting.

Tree Work

Crews had some unexpected tree work due to the top half of a maple tree failing at 115 4th Avenue SW. Crews had to wait for Alliant Energy to cut the limb free from the tree due to it's proximity to high lines. Once the limb was on the ground city crews were able to cut up the limb and remove it.

The city had 15 stumps ground in various locations around town. They areas have been filled and seeded. The city waters these areas until they have established.

Parks

All the park restrooms have been opened and are operate able. Fields are prepped for games. Crews are not able maintain fields every day, but this should start happening once seasonal help starts.

Pool

The pool has been power washed, some areas have had sealant added to them in hopes to minimize leaking. The shower house has the water turned on and is ready for operation. The pool has been filled and has chemicals added and balanced. The heaters will be exercised, then turned on for the season.

Gardens

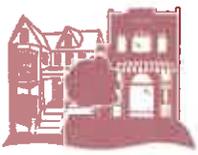
Jane DeWitte has taken the seasonal garden position for the city. She is doing an incredible job and is a valuable piece to our department. The garden maintenance is a fulltime job in the spring and her being on board has really helped the full-time crew's members concentrate on different task.

Sidewalks

City crews have filled areas impacted by the sidewalk program with dirt and seeded them.

Chalk the Walk

Crews helped with set up and tear down of Chalk the Walk.



Parks and Recreation Department
Directors Report
April 15 2018 to May 15 2018

Parks

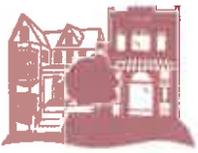
- **Staff are working hard to keep up with the dandelion problems at all of the parks. We will have to pay someone to spray this year as no one on staff currently has a spray certificate.**
- **We are currently waiting for a quote to spray the quarry to apply the chemical needed to rid of the duck meal (foliage) problem we always incur at the quarry.**
- **On April 20th from 1:00-3:00pm the entire 4th Grade class from Washington Elementary participated in an Earth Day field trip to Nature Park where they learned about tree planting and maintenance and also helped clean up the park. What a great job! I would also like to thank Donnie Feddersen, Christian Andrews, and Eldon Downs for their help throughout the afternoon.**

Sports

- **Currently we have 10 T-ball teams, 10 Coach Pitch teams, and 4 Player Pitch teams for the summer for a total of 195 kids registered.**
- **Offering Adult Coed Softball again at Davis Park this summer starting first weekend of June.**

Pool

- **Pool Open date is scheduled for May 26th.**
- **Pool has been filled and staff will continue to maintain chemicals for a few weeks.**
- **Staff in-water trainings can begin in a week or so.**



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Misc

Chalk the Walk

- ***Huge success with 160 artists...largest ever (again). Weather was so awesome and the event was huge...thank you to the committee and everyone who helped make it happen.***
- ***Food vendors all had great weekends and we heard many wonderful comments about the art and the event throughout the weekend.***

Events and Classes

- ***Summer Camps/Classes are currently being promoted. Journal Making Camp, Before School Breakfast Prep Camp, Ceramics Camp, and Lego Camp. More camps coming soon.***

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
May 21, 2018**

- The pool is now full and staff training is under way. The pool will open to the public on May 26, 2018 (weather dependent).
- The City has issued 9-11 solicitors licenses in the past two days, mainly to roofing companies and car detailers. Approved solicitors will be able to show a city issued permit, however this does not mean the City has endorsed the company. The issuance of a permit simply means they have provided the proper paperwork and bonds.
- Staff is working with OPN to finalize the Lester Buresh Family Community Wellness square footage. The west stairs will likely be moved to gain more second floor square footage for workout equipment.
- Dirt is finally moving at a fairly rapid pace in the Stonebrook subdivision and storm sewer work has been completed in Spring Meadow Heights.