

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>November 19, 2018 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>November 16, 2018</b>

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

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

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

- D. Consent Agenda**

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

  - 1. Approval of City Council Minutes – November 5, 2018 Regular Council Meeting
- E. Public Hearing**
  - 1. Public Hearing for the Consideration of an Ordinance Vacating and Selling the N-S 16' Alley Right of Way Adjacent to 906 and 824 Summit Ave SW, Mt. Vernon, Iowa
    - i. Close Public Hearing – Proceed to F-1
- F. Ordinance Approval/Amendment**
  - 1. Ordinance #11-15-2018A: Vacating and Selling the N-S 16' Alley Right of Way Adjacent to 906 and 824 Summit Ave SW, Mt. Vernon, Iowa
    - i. Motion to approve second reading and proceed with the third and final reading – (Council may suspend rules and proceed with the final reading after a vote of the second reading)
- G. Resolutions for Approval**
  - 1. Resolution #11-5-2018D: Making the Award of the Construction Bid for the Building Improvements for the Lester Buresh Family Community Wellness Center Project (**Tabled from November 5, 2018**)
  - 2. Resolution #11-19-2018A: Approving Contract and Bond for Mobilization and Construction of the Lester Buresh Family Community Wellness Center Improvements for Garling Construction

3. Resolution #11-19-2018B: Accepting Work for the Project Know as the 1<sup>st</sup> Street W Culvert Replacement Project with Avery Construction
4. Resolution #11-19-2018C: Dedicating and Establishing a Twenty Five Foot Sanitary Sewer Easement on Parcel A, P.O.S. #1743, City of Mt. Vernon, Iowa

**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 Pay Application #2 – 1<sup>st</sup> Street W Culvert Replacement – Council Action as Needed
3. Discussion and Consideration of Septic System Construction – 119 Ink Rd – Council Action as Needed
4. Discussion and Consideration of Granting Change Order Approval to the Mayor – Lester Buresh Family Community Wellness Center Project – 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 Rec Report

**L. Discussion Items (No Action)**

1. Demolition Ordinance
2. Possible Budget/CIP Communication

**M. Reports of Mayor/Council/Administrator**

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

**N. Closed Session** – Chapter 21.5 (c.) of the Iowa Code allows governing bodies to enter into closed session to, "discuss strategy with counsel 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 government body in that litigation."

**O. 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 November 5, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West and Wieseler. Absent: Rose. Council has one vacancy.

**Call to Order.** Mayor Jamie Hampton called the meeting to order at 6:29 p.m.

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

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

Approval of City Council Minutes – October 15, 2018 Regular Council Meeting

Approval of Liquor License – Gary's Foods

#### **Ordinance Approval/Amendment**

Ordinance #10-1-2018A: Amending Chapter 55.21 Livestock of the Mt. Vernon Municipal Code. Staff has not received any written or verbal communication from the public regarding this ordinance since the second reading. Motion to approve the third and final reading. Motion to approve the third and final reading of Ordinance #10-1-2018A made by West, seconded by Roudabush. Roll call vote. Motion carries. Absent: Rose.

#### **Resolutions for Approval**

Resolution #11-5-2018A: Authorizing the Advancement of Costs for an Urban Renewal Project and Certification of Expenses Incurred by the City for Payment Under Iowa Code Section 403.19. City Administrator Nosbisch explained that this resolution allows the City to borrow from an existing fund to be paid back with future TIF revenues. The first payment for the 2018 community center bond is due in June 2019. For this payment, the City would have needed to allocate funds from TIF in December 2017 but did not have the debt obligation at that time. Therefore, the City will borrow the payment amount of \$83,400.00 from the LOST III community center fund to make the June payment and pay it back with future TIF asking's. Motion to approve Resolution #11-5-2018A made by Wieseler, seconded by West. Roll call vote. Motion carries. Absent: Rose.

Resolution #11-5-2018B: Certifying the TIF Debt incurred in CY 2018 for FY 2020 to the Linn County Auditor. Nosbisch said that this resolution is the City's calendar year 2018 TIF asking. The TIF report must be filed with the Iowa Department of Revenue annually and shows that the City is using TIF funds in the proper way. The City is certifying just over \$6,000,000.00 in new urban renewal debt and is seeking just under \$560,000.00 in TIF monies for CY18. Motion to approve Resolution #11-5-2018B made by Wieseler, seconded by West. Roll call vote. Motion carries. Absent: Rose.

Resolution #11-5-2018C: Approving the Annual Urban Renewal Report for FY 2018 to the Iowa Department of Revenue. Motion to approve Resolution #11-5-2018C made by West, seconded by Roudabush. Roll call vote. Motion carries. Absent: Rose.

Resolution #11-5-2018D: Making the Award of the Construction Bid for the Building Improvements for the Lester Buresh Family Community Wellness Center Project. City Administrator Chris Nosbisch said that the

project received 9 bidders. The overall project estimate that was provided by OPN was \$8.8 million and includes everything; architecture fees, furnishings and \$385,000.00 in contingencies. The City was hoping for a project around \$8.6 million. Of the \$8.8 million estimate \$7.8 million was the building construction estimate. In order to reduce the \$7.8 to \$7.6 million, four alternatives were created. Garling submitted the low base bid of \$6,854,000.00 and overall bid of \$7,059,000.00. A letter from OPN recommending Garling was received and includes all four alternatives. Mayor Hampton said that Garling is the company that is also working on the MV School District project. Roudabush said that he wants Council to address, with a resolution, maintenance and operations for this facility. Continuing he said that any new project should have their own funding source so it doesn't "sap" something else. The wellness project has LOST money, membership fees, rental fees and donations so it shouldn't need any General Fund money. Nobsisch replied that he doesn't believe you can hold a future council to eliminating where you can use future funds from. Also, it would be difficult to add anything into a resolution now because the City just sold \$5 million in general obligation debt and even though the bonds are being paid with TIF obligations the documents that were signed are backed by, if all else fails, Debt Service. Nobsisch suggested tabling this until the next meeting. Wieseler motioned to table Resolution #11-5-2018D, seconded by West. Carried all.

### Motions for Approval

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

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	4,141.98
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,715.37
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	516.62
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	41.27
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	30.60
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	26.01
ARNULTO GALVAN	REFEREE-P&REC	90.00
AUDITOR OF STATE	AFR FILING FEE-P&A	425.00
BOBCAT OF CEDAR RAPIDS	SCREEN/BACK WINDOW PROTECTION	248.60
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT,SEW	325.00
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES,HARD HATS,EAR PLUGS	278.67
CANINE TACTICAL LLC	K9/TRAINING-PD	262.00
CARQUEST OF LISBON	VEHICLE MAINT	677.39
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	28.00
DIESEL TURBO SERVICES INC	FRONT END REBUILD/F350-PW	3,202.73
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	132.95
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	419.40
EMERGENCY REPORTING	COMP SOFTWARE-FD	1,088.00
EVER-GREEN LANDSCAPE NURSERY	TREES (10)-RUT	2,700.00
FIRECATT	FIRE HOSE TESTING-FD	1,425.62
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS INC	UNIFORMS-PD	274.06
GALLS INC	UNIFORMS-PD	209.21
GALLS INC	EQUIPMENT-PD	161.98
GALLS INC	UNIFORMS-PD	72.00
GALLS INC	UNIFORMS-PD	62.80
GARRET AKERS	REFEREE-P&REC	90.00
GARY'S FOODS	SUPPLIES-P&A	34.13
GLENN WOLFE	HVAC MAINT-CITY HALL-P&A	278.50
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	1,080.04
GROUP SERVICES	INSURANCE-ALL DEPTS	22,144.82

GUNNAR HAGEMAN	REFEREE-P&REC	150.00
HAWKEYE READY MIX	SAUTER TRAIL MAINT-P&REC	969.38
HEATHER FLYNN	MILEAGE-ALL DEPTS	303.02
HILLS BANK & TRUST COMPANY	2015 GO/WTP IMPROVEMENTS PROJ	2,786.75
IMWCA	AUDIT PREMIUM ADJUSTMENT	543.00
INTERNATIONAL CITY COUNTY MGMT	MEMBERSHIP RENEWAL-ALL DEPTS	780.90
IOWA SOLUTIONS INC	COMP MAINT-PD	437.50
IOWA SOLUTIONS INC	COMP MAINT-PD	123.10
J.E.M. ELECTRIC	METER UPGRADES-ECON DEV	310.00
JACOB SEE	UNIFORMS-PW	293.93
JAKE COON	REFEREE-P&REC	150.00
JASON BLINKS	UNIFORMS-PD	79.49
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JORDAN AXTELL	REFEREE-P&REC	355.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	419.78
LINN CO-OP OIL CO	FUEL-PW	1,438.43
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	4,333.00
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	24,086.00
LYNCH FORD	5K MI MAINT,MOUNT/BAL TIRES-PD	168.93
LYNCH FORD	VEHICLE MAINT-RUT	3.75
MARSHA DEWELL	MILEAGE-ALL DEPTS	178.54
MEDIACOM	PHONE/INTERNET-PD	274.31
MEDIACOM	PHONE/INTERNET-P&A	272.35
MEDIACOM	PHONE/INTERNET-WWTP	185.84
MIDWEST INJECTION INC	SLUDGE HAULING-SEW	15,000.00
MOORE MEDICAL CORP.	MEDICAL SUPPLIES-FD	16.53
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,643.28
MOUNT VERNON BANK	NSF CHECK-WAT	206.35
MOUNT VERNON BANK	NSF CHECK-WAT	99.98
MOUNT VERNON BANK	WIRE TRANSFER FEE	5.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-KMVL,P&A,WAT	896.82
MT VERNON ROAD TIRE CO	VEHICLE MAINT-PD	570.20
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	1,417.58
MV POLICE RESERVES	SPL EVENTS PAY-PD	4.50
NEAL'S WATER CONDITIONING	WATER/SALT-RUT,P&A	91.05
NOLAN HINRICHS	REFEREE-P&REC	150.00
OFFICE EXPRESS	CHAIR-P&A	179.95
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE I	27,850.76
OVERHEAD DOOR CO	DOOR SPRINGS-RUT	936.50
OVERHEAD DOOR CO	BLDG MAINT-FD	532.88
PAYROLL	CLAIMS	61,109.90
PAYROLL	CLAIMS	3,394.59
PERSONAL TOUCH EMBROIDERY	UNIFORMS-RUT	160.00
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	373.45
RACHEL MARCH	DEPOSIT REFUND-WAT	54.52
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION	180.45
RICHARD BURROUGHS	CEMETERY MAINT	3,220.00
RICKARD SIGN AND DESIGN CORP	VEHICLE MAINT-PD	1,023.75
ROTO-ROOTER	219 7TH AVENUE NW-SEW	1,210.00
SANDRY FIRE SUPPLY LLC	EQUIPMENT-FD	253.21
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	690.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	240.00
SPEER FINANCIAL INC	\$5 MIL BOND SERVICE	20,265.00

ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	52.00
STAPLES ADVANTAGE	SUPPLIES-P&A	110.80
STATE OF IOWA	ELEVATOR PERMIT/INSPECTION-P&A	175.00
SUE RIPKE	MILEAGE-P&A	161.11
TREASURER STATE OF IOWA	WET TAX	1,991.00
TREASURER STATE OF IOWA	SALES TAX	992.00
TYLER PANOS	REFEREE-P&REC	150.00
US BANK	CREDIT CARD PURCHASES	9,549.50
US CELLULAR	CELL PHONE-P&REC,PW	141.85
VEENSTRA & KIMM INC	STONEBRAKER DEV REVIEW	7,951.23
VEENSTRA & KIMM INC	BRYANT RD IMPROVEMENTS	5,623.37
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	5,560.00
VEENSTRA & KIMM INC	WOLFE LANE DRAINAGE	1,677.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,050.50
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	818.68
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL	681.92
VERMEER SALES & SERVICE INC	BELT,COVER-RUT	228.97
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	24,217.96
WAPSI WASTE SERVICE	RECY-SW	706.61
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	4,027.50
ZOLL MEDICAL CORP	MEDICAL SUPPLIES-FD	2,067.99
	TOTAL	290,953.60
2014 STREET IMPROVEMENTS		1,500.60
DEBT SERVICE FUND		2,786.75
GENERAL FUND		72,804.34
INSURANCE LEVY		543.00
LOST III COMMUNITY CENTER		48,120.76
PAYROLL		64,504.49
ROAD USE TAX FUND		18,345.04
SEWER FUND		29,061.21
SOLID WASTE FUND		27,764.44
STORM WATER FUND		2,295.30
WATER FUND		17,667.67
WWTP UV DISINFECTION		5,560.00
TOTAL		290,953.60

Discussion and Consideration of Pay Application #3 – 2017 Sidewalk Improvements – Council Action as Needed. Pay Application #3 is for the retainage and final payment to JDM Concrete, LLC. The 30 day waiting period has lapsed and staff is recommending the releasing the \$1,447.73 in retained funds. Motion to approve Pay Application #3 in the amount of \$1,447.73 to JDM Concrete, LLC made by West, seconded by Wieseler. Carried all. Absent: Rose.

Discussion and Consideration of the Quote for a Replacement Lift Station Pump – Bryant Station – Council Action as Needed. One of the Bryant lift station pumps needs servicing and because the repair is only slightly less than the replacement staff is recommending the full replacement. The pump is believed to have been installed in 1999 and serviced in 2014. Roudabush motioned to approve full replacement of one of the Bryant lift station pumps for a cost of \$5,760.00, seconded by Wieseler. Carried all. Absent: Rose.

Discussion and Consideration of a Proposal for Special Inspections and Materials Testing Services for the Lester Buresh Family Community Wellness Center Project – Council Action as Needed. Staff is recommending additional testing during the construction of the wellness center. The cost would be \$75,745.00. Staff feels that is a small amount to pay to ensure the integrity of the entire facility. Motion to

allow additional testing by Braun Intertec for \$75,745.00 pending approval of awarding the construction bid made by West, seconded by Wieseler. Carried all. Absent: Rose.

Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Vacating and Selling the N-S 16' Alley Right of Way Adjacent to 906 and 824 Summit Ave SW, Mt. Vernon, Iowa –Council Action as Needed. Motion to set the public hearing for November 19, 2018 made by West, seconded by Wieseler. Carried all. Absent: Rose.

**Discussion Items (No Action)**

Demolition Ordinance. No action taken.

Possible Budget/CIP Communication. Council was given a new CIP worksheet. No action was taken.

**Reports of Mayor/Council/Administrator**

Council Reports. West said the CDG will be hosting a Main Street group in May.

City Administrator's Report. City Hall will be closed November 12 in observance of Veteran's Day. A delegation from the City of Decorah will be meeting with local reps on November 8, 2018. CDG will be hosting a by-pass update on November 13, 2018.

As there was no further business to attend to the meeting adjourned the time being 7:50 p.m., November 5, 2018.

Respectfully submitted,  
Sue Ripke  
City Clerk

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & F – 1**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Public Hearing & Ordinance #11-19-2018A
<b>ACTION:</b>	Motion to Table

**SYNOPSIS:** Unfortunately I have to ask the Council to table both of these items. I was late getting the public notice to the paper and will need to hold these items until December 3, 2018.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Table

**ATTACHMENTS:** Ordinance #11-19-2018A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

## **F. Ordinance Approval/Amendment**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE VACATING AND SELLING A PORTION OF A N-S SIXTEEN FOOT ALLEY LOCATED ADJACENT TO 824 AND 906 SUMMIT AVE, WITHIN THE CITY LIMITS OF MT. VERNON, LINN COUNTY, IOWA.

SECTION 1: That portion of public property illustrated in Exhibit "A", and legally described in Exhibit "B" attached hereto and made a part thereof, be hereby vacated.

SECTION 2: The City of Mt. Vernon hereby approves the sale of the property listed in Section 1 and described in Exhibit "B", to the neighboring property owners for \$2.45 a square foot plus \$350 in administrative fees per deed, subject to conditions listed in Exhibit "C", attached hereto and made a part thereof.

SECTION 3: The City Attorney shall prepare deeds based on the legal descriptions in Exhibit "B" and the Mayor is hereby authorized to execute such deeds transferring the ownership of the property contingent upon the conditions listed in Exhibit "C".

SECTION 4: SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Jamie Hampton – Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

"Exhibit B, Property Description"

Beginning at the Northeast corner of Lot 11, Block C of the Boulevard Addition to Mt. Vernon, thence Southerly along the lot line 115 feet to the southeast corner of Lot 11, Block C of the Boulevard Addition to Mt. Vernon, thence westerly 16 feet to a point 30 feet north of the Southwest corner of Lot 12, Block C of the Boulevard Addition to Mt. Vernon, thence north 115 feet along the lot line to the Northwest corner of Lot 12, Block C of the Boulevard Addition to Mt. Vernon, thence west 16 feet the point of beginning.

**"Exhibit C, Conditions"**

1. Each property owner adjacent to the said alley described within this ordinance shall have the right of first refusal to purchase their portion. Those wishing not to purchase may sign a waiver indicating their desire to not purchase the property.

## **G. Resolutions for Approval**

**AGENDA ITEM # G – 1**

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

**DATE:** November 19, 2018

**AGENDA ITEM:** Resolution #11-5-2018D

**ACTION:** Motion

**SYNOPSIS:** This resolution was tabled at the last meeting. Nothing has changed from last week's meeting and staff is recommending approval of the Garling Construction bid of \$7,059,000. Again I would reiterate that the construction estimate for this portion of the project was \$7.8 million. The \$8.6 million total project cost also includes; architecture fees, interior fixtures and a construction contingency. City staff is expecting an additional \$500,000 to \$600,000 in construction/inspection expenses. Items already identified are: \$100,000 in security equipment, \$100,000 in weight equipment (allows us to buy as opposed to lease), and \$75,000 in additional inspection and testing services. Other items that could be considered are roof mounted solar panels, trail surfacing and other efficiency items in the building.

**BUDGET ITEM:** Comm/Wellness Center Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Remove from Table

**ATTACHMENTS:** Resolution #11-5-2018D

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

**RESOLUTION NO. #11-5-2018D**

**RESOLUTION MAKING AWARD OF THE  
CONSTRUCTION BID FOR  
BUILDING AND SITE IMPROVEMENTS  
FOR THE  
LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Lester Buresh Family Community Wellness Center, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

**Building and Site Improvements**

**Contractor: Garling**

**Amount of Bid: \$7,059,000**

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER, said contract not to be binding on the City until approved by this Council.

Section 3. Bid alternates (if any) identified within this package may be accepted within this award or may be considered at a future date as a change order with prior approval by the Council.

**PASSED and ADOPTED this 19<sup>th</sup> day of November, 2018.**

\_\_\_\_\_  
Jamie Hampton, Mayor

**ATTEST:**

\_\_\_\_\_  
Sue Ripke, City Clerk

**AGENDA ITEM # G - 2**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Resolution #11-19-2018A
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff has enclosed the contract for the Lester Buresh Family Community Wellness Center project. This is a standard AIA construction contract and has been reviewed by the City Attorney. The bond will be provided by United Fire and Casualty, a copy of which will be kept at City Hall. Garling Construction is planning to move dirt on the site starting November 20, 2018.

**BUDGET ITEM:** Comm/Wellness Center Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #11-19-2018A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

**RESOLUTION NO. 11-19-2018A**

**RESOLUTION APPROVING CONTRACT AND BOND  
FOR  
MOBILIZATION AND CONSTRUCTION  
OF  
THE LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER  
TO  
GARLING CONSTRUCTION**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER PROJECT and described more specifically in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

**MOBILIZATION AND CONSTRUCTION**

Contractor: Garling Construction.

Amount of Bid: \$7,059,000

Surety: United Fire and Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407

All labor and materials needed to complete the work identified as Mobilization and Construction work for the Lester Buresh Family Community Wellness Center building improvements.

PASSED and ADOPTED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke, City Clerk



# AIA® Document A101™ – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twentieth day of November in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Mount Vernon  
213 First Street NW  
Mount Vernon, Iowa 52314

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

Garling Construction Inc.  
1120 11<sup>th</sup> St  
Belle Plaine, Iowa 52208

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

Lester Buresh Family Community Wellness Center  
OPN Project # 17401000  
855 Palisades Road SW  
Mount Vernon, Iowa 52314

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

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

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: September 15, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Million, fifty nine thousand dollars (\$ 7,059,000 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Price for alternates included in contract sum in 4.1:	
Alternate #1 – Insulated Translucent Fiberglass Sandwich Panel Skylight system	\$60,000
Alternate #2 – Tubular Skylights	\$85,000
Alternate #3 – Precast Concrete Unit Paving - North Plaza	\$28,000
Alternate #4 – Precast Concrete Unit Paving - East Patio	\$32,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

init.

None

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

None

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

None

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the second or fourth Thursday of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first or third Monday of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty Five ( 45 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™-2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

None

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Reference Supplementary Conditions Article 9.8.7

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

None

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

None

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

Init.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2007, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

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

Ink.

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Troy Pins  
President, Garling Construction  
1120 11<sup>th</sup> Street  
Belle Plaine, Iowa 52208

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup>-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2007, may be given in accordance with AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

NONE

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup>-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>-2007, General Conditions of the Contract for Construction
- .4 AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

- .5 Drawings

Number	Title	Date
See attached drawing list		October 5, 2018

- .6 Specifications

Section	Title	Date	Pages
See Specification Table of Contents		October 5, 2018	

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	October 17, 2018	12 typed pages, 37 drawing sheets
Addendum 2	October 24, 2018	16 typed pages, 25 drawing sheets

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
007300	Supplementary Conditions for AIA A201-2007	October 5, 2018	007300-1 thru 007300-10

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2007 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

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

\_\_\_\_\_  
OWNER (Signature)

Jamie Hampton  
Mayor, City of Mount Vernon  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR (Signature)

Troy Pins  
President, Garling Construction  
*(Printed name and title)*

Int.

# Additions and Deletions Report for AIA® Document A101™ – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:57:27 ET on 11/16/2018.

PAGE 1

AGREEMENT made as of the Twentieth day of November in the year Two Thousand Eighteen

...

City of Mount Vernon  
213 First Street NW  
Mount Vernon, Iowa 52314

...

Garling Construction Inc.  
1120 11<sup>th</sup> St  
Belle Plaine, Iowa 52208

...

Lester Buresh Family Community Wellness Center  
OPN Project # 17401000  
855 Palisades Road SW  
Mount Vernon, Iowa 52314

...

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

PAGE 2

The date of this Agreement.

PAGE 3

By the following date: September 15, 2019

...

Not applicable

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Million, fifty nine thousand dollars (\$ 7,059,000 ), subject to additions and deductions as provided in the Contract Documents.

Additions and Deletions Report for AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:57:27 ET on 11/16/2018 under Order No.6051599906 which expires on 03/04/2019, and is not for resale.

User Notes:

(1902994801)

...

Price for alternates included in contract sum in 4.1:

<u>Alternate #1 – Insulated Translucent Fiberglass Sandwich Panel Skylight system</u>	<u>\$60,000</u>
<u>Alternate #2 – Tubular Skylights</u>	<u>\$85,000</u>
<u>Alternate #3 – Precast Concrete Unit Paving - North Plaza</u>	<u>\$28,000</u>
<u>Alternate #4 – Precast Concrete Unit Paving - East Patio</u>	<u>\$32,000</u>

...

None

...

None

...

None

PAGE 4

None

...

None

...

None

...

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the ~~day-second or fourth Thursday~~ of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~day-of the-first or third Monday~~ of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (~~Forty Five ( 45 )~~) days after the Architect receives the Application for Payment.

...

**§ 5.1.6** In accordance with AIA Document ~~A201™-2017, A201™-2007~~, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

...

- .2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017;A201-2007~~;

...

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2007; and

PAGE 5

5%

...

None

...

Reference Supplementary Conditions Article 9.8.7

...

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201-2017~~; A201-2007.

...

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~; A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

...

None  
PAGE 6

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~; A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

...

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~; A201-2007, the method of binding dispute resolution shall be as follows:

...

Litigation in a court of competent jurisdiction

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~; A201-2007.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document ~~A201-2017~~; A201-2007, then the Owner shall pay the Contractor a termination fee as follows:

...

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~; A201-2007.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~ A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

...

Chris Nosbisch  
City Administrator, City of Mount Vernon  
213 First Street NW  
Mount Vernon, Iowa 52314  
**PAGE 7**

Troy Pins  
President, Garling Construction  
1120 11<sup>th</sup> Street  
Belle Plaine, Iowa 52208

...

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document ~~A201-2017~~ A201-2007, may be given in accordance with AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

...

NONE

...

.3 AIA Document ~~A201<sup>TM</sup>-2017~~ A201<sup>TM</sup>-2007, General Conditions of the Contract for Construction

...

See attached drawing list October 5, 2018

...

See Specification Table of Contents October 5, 2018

**PAGE 8**

Addendum 1 October 17, 2018 12 typed pages, 37 drawing sheets  
Addendum 2 October 24, 2018 16 typed pages, 25 drawing sheets

...

**Supplementary and other Conditions of the Contract:**

...

007300 Supplementary Conditions for AIA October 5, 2018 007300-1 thru

...

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document ~~A201™-2017~~-~~A201™-2007~~ provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

...

Jamie Hampton  
Mayor, City of Mount Vernon

Troy Pins  
President, Garling Construction

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:57:27 ET on 11/16/2018 under Order No. 6051599906 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

# AIA® Document E203™ – 2013

## ***Building Information Modeling and Digital Data Exhibit***

This Exhibit dated the First day of March in the year Two Thousand Seventeen is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

*(Name and location or address of the Project)*

City of Mount Vernon Community/Recreation Facility  
606 2<sup>nd</sup> Street South  
Mount Vernon, IA 52314

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

### § 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide

### ADDITIONS AND DELETIONS:

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

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

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

**§ 1.3.2** Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

**§ 1.3.3** Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:  
*(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)*

#### **§ 1.4 Definitions**

**§ 1.4.1 Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

**§ 1.4.2 Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

**§ 1.4.3 Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

**§ 1.4.4 Level of Development.** The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

**§ 1.4.5 Authorized Uses.** The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

**§ 1.4.6 Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

**§ 1.4.7 Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

**§ 1.4.8 Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

**§ 1.4.9 Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

**§ 1.4.10 Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

**§ 1.4.11 Party and Parties.** The terms "Party" and "Parties" refer to the signing parties to the Agreement.

**§ 1.4.12 Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or

materials on the Project and includes the Parties.

**ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA**

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

**ARTICLE 3 DIGITAL DATA PROTOCOLS**

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project are as follows: *(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)*

<b>Anticipated Digital Data</b>	<b>Applicability to the Project</b> <i>(Indicate Applicable or Not Applicable)</i>	<b>Location of Detailed Description</b> <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications	Applicable	
Project communications	Applicable	
Architect's pre-construction submittals	Applicable [SD, DD, CD]	
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Applicable	
Modifications	Applicable	
Project payment documents	Not Applicable	
Notices and claims	Not Applicable	
Building Information Modeling	Applicable	

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

The following is a list of common Digital Data that may be used on this project. This list is not an all-inclusive summary or a requirement that this data is only to be used in digital form. Project contracts /agreements/ modifications for Architect and Architect's consultants, email correspondence, meeting minutes, construction

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documents including specifications /project manual, submittals, construction communication [RFI, ITC, Supplemental Details, Change Orders], and BIM as defined in G202.

**§ 3.2** As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

**§ 3.2.1** Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.  
*(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)*

**§ 3.2.2** The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

**§ 3.2.3** The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

**§ 3.3** The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

#### **§ 3.4 Unauthorized Use**

##### **§ 3.4.1 Prior to Establishment of Digital Data Protocols**

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

##### **§ 3.4.2 Following Establishment of Digital Data Protocols**

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

#### **§ 3.5 Digital Data Management**

**§ 3.5.1** Centralized electronic document management system use on the Project shall be:

*(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)*

[ X ] The Parties intend to use a centralized electronic document management system on the Project.

[ ] The Parties do not intend to use a centralized electronic document management system on the Project.

**§ 3.5.2** If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

**§ 3.5.3** Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for

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management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.  
*(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)*

<b>Responsible Project Participant</b>	<b>Project Milestone</b>
OPN Architects, Inc.	Thru Design Phases [SD-CD]

**ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS**

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 **Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling	Responsible Project Participant
Architectural model	OPN Architects
Structural model	M2B Engineers
Mechanical model	Design Engineers
Electrical model	Design Engineers
Plumbing model	Design Engineers

§ 4.3 **Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.

- 1) Design coordination
- 2) Construction coordination

Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

§ 4.4 **Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202-2013, if any.

*(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)*

3D presentations or animations as required for design and presentation.

§ 4.5 **Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202-2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;

- .3 Identification of the required LOD of each Model Element at each identified Project milestone;
- .4 Identification of the construction classification systems to be used on the Project;
- .5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. *(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

**§ 4.7 Unauthorized Use**

**§ 4.7.1 Prior to Establishment of Modeling Protocols**

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

**§ 4.7.2 Following Establishment of Modeling Protocols**

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

**§ 4.8 Model Management**

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.

Responsible Project Participant	Project Milestone
Not Applicable	

**§ 4.8.2 Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements
- .9 Other: *(Identify additional Model management protocols to be addressed.)*

**§ 4.8.3 Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
  - .1 Coordinate submission and exchange of Models
  - .2 Create and maintain a log of Models received
  - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
  - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights
- .5 Other: *(Identify additional responsibilities.)*

**§ 4.8.4 Model Archives.** The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

**§ 4.8.4.1** Additional Model Archive requirements, if any, are as follows:

Each responsible Project participant shall maintain regular digital data /model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

**§ 4.8.4.2** The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

As required for record drawings

**§ 4.9 Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

*(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)*

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling	Not Applicable		
§ 4.9.2 Wayfinding and Mapping	Not Applicable		
§ 4.9.3 Asset/FF & E Management	Not Applicable		
§ 4.9.4 Energy Management	Not Applicable		
§ 4.9.5 Space Management	Not Applicable		

§ 4.9.6	Maintenance Management	Not Applicable		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

Not Applicable

**ARTICLE 5 OTHER TERMS AND CONDITIONS**

Other terms and conditions related to the transmission and use of Digital Data are as follows:

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# Additions and Deletions Report for AIA® Document E203™ – 2013

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:42:25 on 03/01/2017.

## PAGE 1

This Exhibit dated the First day of March in the year Two Thousand Seventeen is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

...

City of Mount Vernon Community/Recreation Facility  
606 2<sup>nd</sup> Street South  
Mount Vernon, IA 52314

## PAGE 3

Project Agreements and Modifications	Applicable	
Project communications	Applicable	
Architect's pre-construction submittals	Applicable [SD, DD, CD]	
Contract Documents	Applicable	
Contractor's submittals	Applicable	
Subcontractor's submittals	Applicable	
Modifications	Applicable	
Project payment documents	Not Applicable	
Notices and claims	Not Applicable	
Building Information Modeling	Applicable	

...

The following is a list of common Digital Data that may be used on this project. This list is not an all-inclusive summary or a requirement that this data is only to be used in digital form. Project contracts /agreements/ modifications for Architect and Architect's consultants, email correspondence, meeting minutes, construction documents including specifications /project manual, submittals, construction communication [RFI, ITC, Supplemental Details, Change Orders], and BIM as defined in G202.

## PAGE 4

The Parties intend to use a centralized electronic document management system on the Project.

## PAGE 5

OPN Architects, Inc.

Thru Design Phases [SD-CD]

...

[ X ] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

<u>Architectural model</u>	<u>OPN Architects</u>
<u>Structural model</u>	<u>M2B Engineers</u>
<u>Mechanical model</u>	<u>Design Engineers</u>
<u>Electrical model</u>	<u>Design Engineers</u>
<u>Plumbing model</u>	<u>Design Engineers</u>

...

- 1) Design coordination
- 2) Construction coordination

Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

...

3D presentations or animations as required for design and presentation.

**PAGE 6**

Not Applicable

**PAGE 7**

Each responsible Project participant shall maintain regular digital data /model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

...

As required for record drawings

...

§ 4.9.1	Remodeling	Not Applicable		
§ 4.9.2	Wayfinding and Mapping	Not Applicable		
§ 4.9.3	Asset/FF & E Management	Not Applicable		
§ 4.9.4	Energy Management	Not Applicable		
§ 4.9.5	Space Management	Not Applicable		
§ 4.9.6	Maintenance Management	Not Applicable		

**PAGE 8**

Not Applicable

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Justin Bishop, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:42:25 on 03/01/2017 under Order No. 4396204884 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*

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26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	4
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	4
26 0533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	8
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	4
26 0923	LIGHTING CONTROL SYSTEMS	6
26 2416	PANELBOARDS	4
26 2726	WIRING DEVICES	4
26 2815	MOTOR AND SERVICE DISCONNECTS	2
26 2923	VARIABLE FREQUENCY MOTOR CONTROLLERS	6
26 3323	CENTRAL BATTERY EQUIPMENT	4
26 5000	LIGHTING	6

**DIVISION 27 - TELECOMMUNICATIONS**

27 0010	TELECOMMUNICATIONS GENERAL PROVISIONS	12
27 1000	TELECOMMUNICATIONS GROUNDING AND BONDING	4
27 1100	TELECOMMUNICATIONS CABLING AND EQUIPMENT	8
27 1200	TELECOMMUNICATIONS TESTING AND DOCUMENTATION	4
27 4000	AUDIOVISUAL SYSTEM	6

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

28 0010	ELECTRONIC SAFETY AND SECURITY GENERAL PROVISIONS	10
28 3100	FIRE ALARM AND DETECTION SYSTEM (ADDRESSABLE)	18
28 4000	EMERGENCY TWO WAY COMMUNICATION SYSTEM	2

**DIVISION 31 – EARTHWORK**

31 20 00	EARTH MOVING FOR BUILDINGS AND STRUCTURES	6
31 22 00	EARTHWORK, SUBGRADE AND SUBBASE	15
31 23 16	TRENCH EXCAVATION AND BACKFILL	9
31 25 00	EROSION & SEDIMENT CONTROL	17

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

32 13 13	PCC PAVEMENT	21
32 13 14	DECORATIVE CONCRETE PAVING	2
32 14 13	PRECAST CONCRETE UNIT PAVING	2
32 15 40	STABILIZED GRANITE PATHWAY	4
32 17 23	PAVEMENT MARKINGS	7
32 92 19	SEEDING	4
32 93 00	PLANTS	4

**DIVISION 33 – UTILITIES**

33 11 00	WATER MAIN AND APPURTENANCES	16
33 30 00	SANITARY AND STORM SEWER UTILITIES	11
33 46 00	SUBDRAINS AND FOOTING DRAIN COLLECTORS	5



Lester Buersh Family Community Wellness Center

Project No. 17401000

Mount Vernon, Iowa

October 5, 2018

Drawing List

G000	COVER SHEET	A152	ENLARGED FLOOR PLANS
G001	CODE REVIEW	A153	ENLARGED FLOOR PLANS
C000	GENERAL NOTES	A154	ENLARGED FLOOR PLANS
C100	SITE PLAN	A155	GYM STRIPING PLAN
C200	EXISTING TOPO		ALL-PURPOSE & WALKING TRACK STRIPING PLAN
C300	UTILITIES	A156	LEVEL 1 FURNITURE PLAN - FOR REFERENCE ONLY
C400	GRADING AND EROSION CONTROL	A161	LEVEL 2 FURNITURE PLAN - FOR REFERENCE ONLY
C500	PAVING PLAN	A162	EXTERIOR AXONOMETRICS
C600	UTILITY DETAILS	A201	EXTERIOR ELEVATIONS
C601	PAVEMENT DETAILS	A202	EXTERIOR ELEVATIONS
L101	OVERALL SITE PLAN	A203	EXTERIOR ELEVATIONS
L151	SITE PLAN ENLARGEMENTS	A211	PRECAST ELEVATIONS
L152	SITE PLAN ENLARGEMENTS	A212	PRECAST ELEVATIONS
L201	SITE ELEVATIONS	A221	CURTAIN WALL ELEVATIONS
L202	SITE ELEVATIONS	A222	CURTAIN WALL ELEVATIONS
L301	SITE DETAILS	A223	CURTAIN WALL ELEVATIONS
L302	SITE DETAILS	A301	BUILDING SECTIONS
S001	NOTES	A302	BUILDING SECTIONS
S101	FOOTING AND FOUNDATION PLAN	A311	WALL SECTIONS
S102	LEVEL 2 FRAMING PLAN	A312	WALL SECTIONS
S103	ROOF FRAMING PLAN	A313	WALL SECTIONS
S400	TRUSS LAYOUT & TRUSS DETAILS	A341	SECTION DETAILS
S500	STRUCTURAL DETAILS	A342	SECTION DETAILS
S501	STRUCTURAL DETAILS	A343	SECTION DETAILS
S502	STRUCTURAL DETAILS	A344	SECTION DETAILS
S503	STRUCTURAL DETAILS	A371	PLAN DETAILS
S504	STRUCTURAL DETAILS	A372	PLAN DETAILS
AG001	GENERAL DRAWING INFORMATION	A373	PLAN DETAILS
AG002	WALL AND ROOF ASSEMBLIES	A374	PLAN DETAILS
A111	LEVEL 1 FLOOR PLAN	A381	CENTRAL STAIR PLANS AND SECTIONS
A112	LEVEL 2 FLOOR PLAN	A382	GUARDRAIL ELEVATIONS
A121	LEVEL 1 REFLECTED CEILING PLAN	A383	CENTRAL STAIR AND GUARDRAIL DETAILS
A122	LEVEL 2 REFLECTED CEILING PLAN	A384	TRACK RAILING DETAILS
A131	LEVEL 1 FINISH PLAN	A385	EGRESS STAIR PLANS AND SECTIONS
A132	LEVEL 2 FINISH PLAN	A386	ELEVATOR PLANS AND SECTIONS
A141	ROOF PLAN		
A151	ENLARGED FLOOR PLANS		

A401	INTERIOR ELEVATIONS	H400	HVAC ENLARGED PLANS AND SECTIONS
A402	INTERIOR ELEVATIONS	H500	HVAC TEMPERATURE CONTROL SCHEMATICS
A403	INTERIOR ELEVATIONS	H501	HVAC TEMPERATURE CONTROL SCHEMATICS
A404	INTERIOR ELEVATIONS	H520	HVAC DETAILS
A405	INTERIOR ELEVATIONS	H530	HVAC SCHEDULES
A406	INTERIOR ELEVATIONS	H531	HVAC SCHEDULES
A407	INTERIOR ELEVATIONS	H540	HVAC DETAILS, NOTES, AND SYMBOLS
A408	INTERIOR ELEVATIONS	E111	LEVEL 1 LIGHTING PLAN
A409	INTERIOR ELEVATIONS	E112	LEVEL 2 LIGHTING PLAN
A500	CASEWORK DETAILS	E211	LEVEL 1 POWER PLAN
A501	CASEWORK DETAILS	E212	LEVEL 2 POWER PLAN
A502	FRONT DESK DETAILS	E213	ROOF POWER PLAN
A503	ACOUSTIC PANELS LAYOUT	E300	ELECTRICAL SITE PLAN
A504	CLIMBING WALL DETAILS	E400	ELECTRICAL ENLARGED PLANS
A511	EQUIPMENT DETAILS	E500	ELECTRICAL SCHEMATIC RISER INFORMATION
A601	DOOR SCHEDULE	E510	ELECTRICAL POWER SCHEDULES
A611	FINISHES	E511	ELECTRICAL POWER SCHEDULES
A701	ALTERNATE 1 - SKYLIGHTS		ELECTRICAL LIGHTING SCHEDULES AND CONTROLS
A702	ALTERNATE 2 - TUBULAR SKYLIGHTS	E520	
FX111	LEVEL 1 FIRE SUPPRESSION PLAN	E530	ELECTRICAL ELEVATOR DETAIL
FX112	LEVEL 2 FIRE SUPPRESSION PLAN	E540	ELECTRICAL DETAILS
FX500	FIRE SUPPRESSION SCHEDULES AND DETAILS	E541	ELECTRICAL DETAILS
P110	UNDERSLAB PLUMBING PLAN	E550	ELECTRICAL NOTES AND SYMBOLS
P111	LEVEL 1 PLUMBING PLAN	FA111	LEVEL 1 FIRE ALARM PLAN
P112	LEVEL 2 PLUMBING PLAN	FA112	LEVEL 2 FIRE ALARM PLAN
P113	ROOF PLUMBING PLAN	FA500	FIRE ALARM SCHEDULES AND DETAILS
P400	ENLARGED PLUMBING PLANS	T111	LEVEL 1 TELECOM PLAN
P500	PLUMBING DETAILS	T112	LEVEL 2 TELECOM PLAN
P510	PLUMBING SCHEDULES, SYMBOLS, AND NOTES	T400	ENLARGED TELECOM PLANS
H111	LEVEL 1 HVAC PIPING AND DIFFUSER PLAN	T500	TELECOM ACCESS CONTROL SCHEMATICS
H112	LEVEL 2 HVAC PIPING AND DIFFUSER PLAN	T510	TELECOM SCHEMATIC RISERS AND DETAILS
H113	ROOF HVAC PIPING AND DIFFUSER PLAN	T520	TELECOM DETAILS
H211	LEVEL 1 HVAC DUCTWORK PLAN	T530	TELECOM NOTES, SCHEDULES, AND SYMBOLS
H212	LEVEL 2 HVAC DUCTWORK PLAN	AS111	LEVEL 1 SIGNAGE PLAN
H213	ROOF HVAC DUCTWORK PLAN	AS112	LEVEL 2 SIGNAGE PLAN
H300	HVAC GROUND HEAT EXCHANGER PLAN	AS500	SIGNAGE ELEVATIONS AND DETAILS
H301	HVAC GROUND HEAT EXCHANGER DETAILS	AS501	SIGNAGE ELEVATIONS AND DETAILS

**AGENDA ITEM # G – 3**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Resolution #11-19-2018B
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff has received a letter of recommendation from V&K Engineering to accept the public improvements known as the 1<sup>st</sup> Street W Culvert. Once approved, a 31 day waiting period will begin. At the end of this period, the City will release the retained funds. The final contract price for the project was \$48,508.90.

**BUDGET ITEM:** 2014 Streets

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #11-19-2018B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

**RESOLUTION #11-15-2018B**

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE  
1<sup>ST</sup> STREET W CULVERT REPLACEMENT PROJECT  
WITH  
AVERY CONSTRUCTION**

WHEREAS, on July 16, 2018 the City of Mt. Vernon entered into a contract with Avery Construction for construction of the 1<sup>st</sup> Street W Culvert Replacement Project, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as 1<sup>st</sup> Street W Culvert Replacement Project, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Engineer's report, and

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

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

Section 1. That letter recommending approval of said improvements from the V&K Engineering firm is hereby accepted as having been fully completed in accordance with said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$48,508.90.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$2,425.45 be released to Avery Construction upon completion of the mandatory waiting period.

PASSED and ADOPTED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke, City Clerk



**VEENSTRA & KIMM, INC.**

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

---

November 5, 2018

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

MOUNT VERNON, IOWA  
1<sup>st</sup> STREET W CULVERT REPLACEMENT  
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$48,508.90. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

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

Partial Payment Estimate No. 2 (final) in the amount of the retainage should be paid after 31 days has elapsed from the date of acceptance of the project by the City.

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

VEENSTRA & KIMM, INC.

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

Dave Schechinger  
DRS:mmc  
51324  
Enclosure

# CERTIFICATE OF COMPLETION

## 1<sup>st</sup> STREET W CULVERT REPLACEMENT MOUNT VERNON, IOWA

August 28, 2018

We hereby certify that we have made an on-site review of the completed construction of the 1<sup>st</sup> Street W Culvert Replacement under the Contract as performed by Avery Construction of Marion, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Forty-Eight Thousand Five Hundred Eight and 90/100 Dollars (\$48,508.90).

**VEENSTRA & KIMM, INC.**

Accepted: **CITY OF MOUNT VERNON, IOWA**

By  \_\_\_\_\_  
Title Project Engineer  
Date November 5, 2018

By \_\_\_\_\_  
Title Mayor  
Date \_\_\_\_\_

**AGENDA ITEM # G – 4**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Sanitary Sewer Easement
<b>ACTION:</b>	Motion

**SYNOPSIS:** The Developers for Stonebrook are seeking a 25' sanitary sewer easement across city owned property (the future park). The easement has been situated along the edge of a small ridge on the western half of the City's property. This easement will not affect the future plans of the City as we would not construct a building that close to the ridgeline. V&K has reviewed the location of the easement and concurs with its proposed location.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #11-19-2018C

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

**RESOLUTION NO. 11-19-2018C**

**RESOLUTION DEDICATING AND ESTABLISHING A TWENTY FIVE FOOT  
SANITARY SEWER EASEMENT ON PARCEL A OF PLAT OF SURVEY #1743, CITY  
OF MT. VERNON, IOWA**

WHEREAS, the City of Mt. Vernon is the owner and holder of record of title of Parcel A, P.O.S. #1743, and,

WHEREAS, an easement is necessary to provide for the extension of sanitary sewer service and other utilities to areas within the Stonebrook Urban Renewal Area;

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby dedicate and establish a permanent and non-exclusive easement for the installation, construction, reconstruction, maintenance, and use of a sanitary sewer line as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

APPROVED and ADOPTED this 19<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke, City Clerk

Prepared By: Dennis J. McMenimen, Shuttleworth & Ingersoll, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

### **DEDICATION OF SANITARY SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS** That the **City of Mount Vernon, Iowa**, as the owner and holder of record title to the below described real estate, in order to provide for the extension of sanitary sewer service and other utilities to areas within the Stonebrook Urban Renewal Area consistent with the Stonebrook Urban Renewal Plan, as adopted by the City of Mount Vernon, Iowa in Resolution No. 1-2-2018A, the City of Mount Vernon, Iowa, does hereby Dedicate and Establish for the public good and use of the City of Mount Vernon, Iowa a permanent and non-exclusive easement and right of way for the installation, construction, reconstruction, maintenance and use of a sanitary sewer line and related equipment and facilities over, across, upon, under and within the property described as:

**A portion of Parcel "A" of Plat of Survey #1743 in the City of Mount Vernon, Linn County, Iowa, described as follows:**

**Commencing at the Southwest Corner of Parcel "A" of Plat of Survey #1743 in the City of Mount Vernon, Iowa, in accordance with the Plat thereof recorded in Book 8149 at Pages 588 of the Records of the Linn County Recorder's Office; Thence S 75°27'52" E along the South Line of said Parcel "A", 116.45 feet, to the Point of Beginning of the Centerline of a 25.00 foot wide Sanitary Sewer Easement; Thence S 28°14'52" E, along said Centerline, 388.11 feet, to a Point on the North Line of said Parcel "A", and the Point of Termination. Said 25.00 foot wide Sanitary Sewer Easement contains 0.22 Acres and is subject to easements and restrictions of record.**

The location of the easement granted and dedicated above is shown on the Easement Plat attached hereto as **Exhibit A**.

Dated: \_\_\_\_\_, 2018.

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: \_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Nosbisch, City Administrator

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

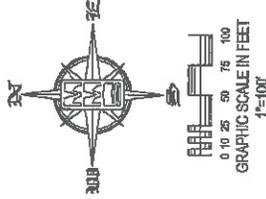
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me a Notary Public in and for said State, personally appeared Jamie Hampton and Chris Nosbisch, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**Exhibit A**  
**Easement Plat**

# EASEMENT PLAT 25.00 FOOT WIDE SANITARY SEWER

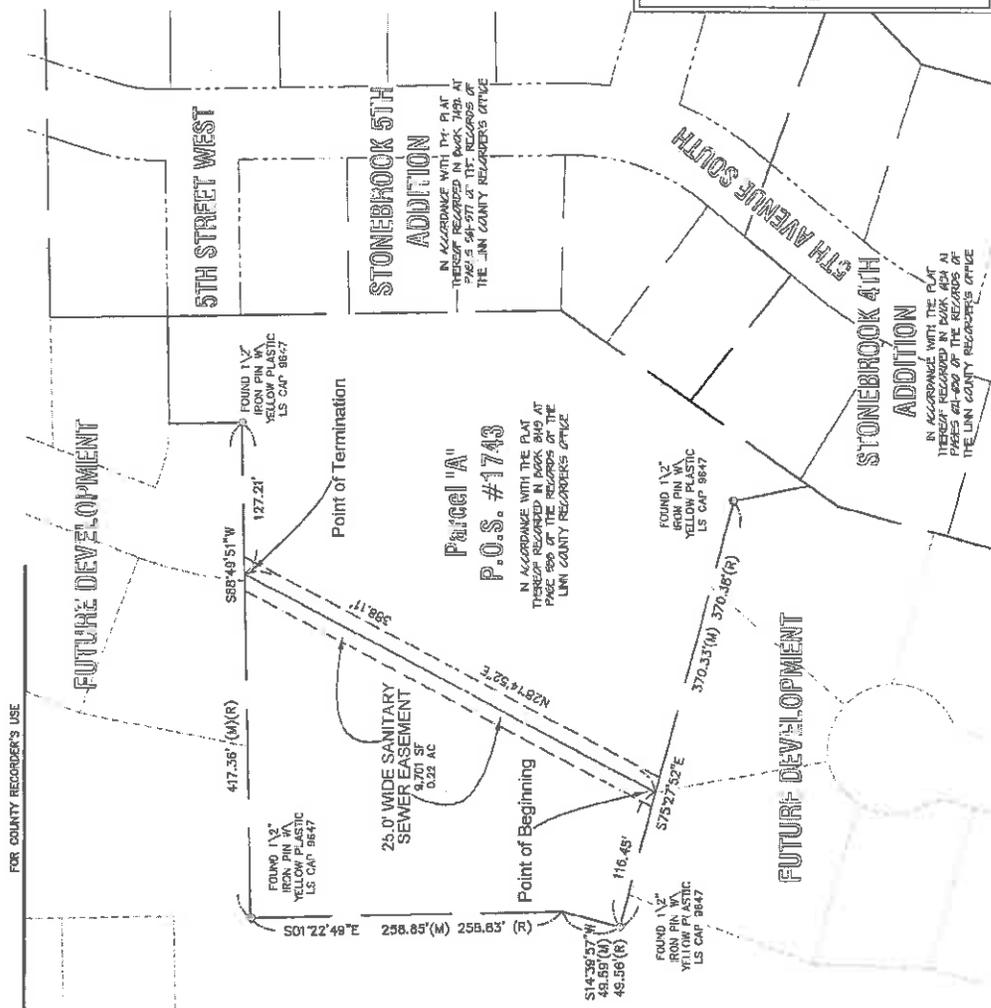
<b>LOCATION:</b>	<b>SURVEY REQUESTED BY:</b>
PARCEL "A", PLAT OF SURVEY #1743 IN THE TOWN OF MOUNT VERNON, LINN COUNTY, IOWA.	DARR, LC 222 3RD AVENUE SE CEDAR RAPIDS, IOWA 52401
<b>LAND SURVEYOR, INCLUDING FIRM OR ORGANIZATION:</b>	<b>PROPRIETOR OR OWNER:</b>
GLEN D. MEISNER P.L.S. WMS CONSULTANTS INC. 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	CITY OF MOUNT VERNON 213 1ST STREET NW MOUNT VERNON, IOWA 52314
<b>DOCUMENT RETURN INFORMATION:</b>	<b>LAND SURVEYOR:</b>



LEGEND AND NOTES	
○	PROPERTY CORNER(S), FOUND (as noted)
---	PROPERTY &/or BOUNDARY LINES
---	RIGHT-OF-WAY LINES
---	CENTER LINES
---	CONVEYED, PLATTED OR BY DEED
---	EXISTING EASEMENT LINES, PURPOSE NOTED
---	RECORDED DIMENSIONS
(R)	MEASURED DIMENSIONS
(M)	UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDRETHS

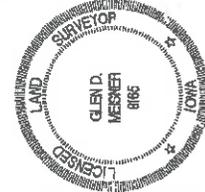
DESCRIPTION - CENTERLINE OF A 25.00 FOOT WIDE SANITARY SEWER EASEMENT  
A PORTION OF PARCEL "A" OF PLAT OF SURVEY #1743 IN THE TOWN OF MOUNT VERNON, LINN COUNTY, IOWA, DESCRIBED AS FOLLOWS:

Commencing at the Southwest Corner of Parcel "A" of Plat of Survey #1743 in the City of Mount Vernon, Iowa, in accordance with the Plat thereof Recorded in Book 8149 at Pages 588 of the Records of the Linn County Recorder's Office; Thence S75°27'52"E, along the South Line of said Parcel "A", 116.45 feet, to the Point of Beginning of the Centerline of a 25.00 foot wide Sanitary Sewer Easement; Thence N28°14'52"E, along said Centerline, 388.11 feet, to a Point on the North Line of said Parcel "A", and the Point of Termination. Said 25.00 foot wide Sanitary Sewer Easement contains 0.22 Acres (9,701 square feet), and is subject to easements and restrictions of record.

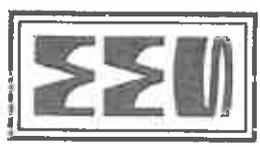


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

GLEN D. MEISNER  
P.L.S., Iowa Lic. No. 8165  
My license renewal date is December 31, 20 17.



Pages or sheets covered by this seal: 1



CIVIL ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS  
LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS  
1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
www.mmsconsultants.net

Date: 10-1-2018  
Revision: PER GDM REVIEW - RLW

## EASEMENT PLAT

25.0' WIDE SANITARY SEWER

PARCEL "A", PLAT OF SURVEY #1743 IN THE TOWN OF MOUNT VERNON LINN COUNTY IOWA

MMS CONSULTANTS, INC.  
Date: 09-20-2018

Designed by: KJB Field Book No: 1228  
Drawn by: RLW Scale: 1"=100'  
Checked by: GDM Sheet No: 1  
Project No: IC 8284-007 of: 1

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, NOVEMBER 19, 2018

PAYROLL	CLAIMS	60,314.01
GROUP SERVICES INC	INSURANCE-ALL DEPTS	26,136.55
IOWA WORKFORCE DEVELOPEMENT	M.WHEDE CLAIM	5,915.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,772.16
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,628.81
CONFLUENCE INC	CORRIDOR STUDY	2,503.65
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	2,500.00
STATE HYGIENIC LAB	TESTING-SEW	2,202.50
ROTO-ROOTER	CLEAN 3 LIFT STATIONS-SEW	1,500.00
JDM CONCRETE LLC	SIDEWALK PROJECT	1,447.73
ROTO-ROOTER	7TH AVE SW	1,443.75
WEX BANK	FUEL-PD,WAT,SEW	1,432.01
CR LC SOLID WASTE AGENCY	LEAVES-S/W	1,266.24
ROTO-ROOTER	VAC/JET BY AMB BLDG	1,050.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	754.00
ECICOG	SUB-DIVISION UPDATE-P&A	666.00
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	595.00
ROTO-ROOTER	3RD & 4TH, 2ND & 3RD	520.80
CEDAR RAPIDS TIRE	TIRES/KUBOTA,MISC	503.25
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	502.66
COMMUNITY DEVELOPMENT GROUP	VIDEO TOUR PROJECT-MVHPC	500.00
ROTO-ROOTER	TELEWISE BY CORNELL-SEW	498.75
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	498.14
BROWN SUPPLY COMPANY	SUPPLIES-WAT	374.00
IOWA RURAL WATER ASSOCIATION	COMMUNITY MEMBERSHIP DUES-WAT	325.00
BANKERS TRUST COMPANY	INITIAL FEE / \$5 MIL BOND	300.00
ALLIANT IES UTILITIES	ENERGY USAGE-FD	299.34
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	290.00
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	289.88
IOWA STATE UNIVERSITY	TRAINING-FD	277.50
MOUNT VERNON PHARMACY	FLU VACCINES-ALL DEPTS	270.00
WENDLING QUARRIES	LANDSCAPE GRAVEL-SEW	254.91
CHRIS NOSBISCH	MILEAGE-P&A	246.34
STAPLES ADVANTAGE	PAPER-ALL DEPTS	233.70
POSTMASTER	FIRST CLASS PRESORT FEE	225.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	222.00
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	218.00
BAUER BUILT TIRE - CEDAR RAPID	FLAT/JDBH-RUT	195.67
TIPTON ELECTRIC MOTORS	CHAINSAW KIT-FD	194.50
MEDIACOM	PHONE/INTERNET-P&REC	178.72
MUTUAL WHEEL COMPANY	LED HEAD LAMP-FD	167.14
US CELLULAR	CELL PHONE-PD	163.48
MEDIACOM	PHONE/INTERNET-POOL	162.29
MEDIACOM	PHONE/INTERNET-RUT	160.14
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	153.60
IOWA SOLUTIONS INC	DOMAIN MGMT-ALL DEPTS	150.00
TEMP VENDOR	DOOR CLOSER-P&A	150.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	131.15
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-PW	126.00
IOWA SOLUTIONS INC	PATCH MGMT,FIREWALL-PD	123.10
ARAMARK	RUGS-FD	122.30
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	120.00
MOORE MEDICAL CORP.	SUPPLIES-FD	105.02
MATT SIDERS	MILEAGE-P&REC	101.92
BROWN SUPPLY COMPANY	SUPPLIES-WAT	94.50

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, NOVEMBER 19, 2018

ALLIANT IES UTILITIES	ENERGY USAGE-POOL	76.48
AIRGAS INC	CYLINDER RENTAL FEE- PW	64.93
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
GALLS INC	UNIFORMS-PD	54.56
CENTURY LINK	PHONE CHGS-PD	53.03
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	39.56
WATCH GUARD VIDEO	CABLES-PD	36.00
P&K MIDWEST INC	CHAIN LINK,ROLLER CHAIN-RUT	34.66
P&K MIDWEST INC	CHAIN LINK,ROLLER CHAIN-RUT	20.61
IRON LEAF	DESIGN/LAYOUT-MAGICAL NIGHT MAP	19.00
TOTAL		126,095.04
GENERAL FUND		22,221.56
ROAD USE TAX FUND		10,235.83
DEBT SERVICE		300.00
SIDEWALK PROJECT		1,447.73
WATER FUND		11,119.37
SEWER FUND		17,324.53
STORM WATER FUND		653.41
SOLID WASTE		2,478.60
PAYROLL		60,314.01
TOTAL		126,095.04

**AGENDA ITEM # J – 2**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Pay Application #2 – 1 <sup>st</sup> Street W Culvert
<b>ACTION:</b>	Motion

**SYNOPSIS:** This pay application is for the retainage/final payment to Avery Construction. Approval of this pay application will allow staff to pay the retainage of \$2,425.45 to Avery construction at the end of the 31 day waiting period.

**BUDGET ITEM:** 2014 Streets

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18



**VEENSTRA & KIMM, INC.**

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

November 5, 2018

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

MOUNT VERNON, IOWA  
1<sup>ST</sup> STREET W CULVERT REPLACEMENT PROJECT  
PARTIAL PAY ESTIMATE NO. 2(final)

Enclosed is one copy of Partial Payment Estimate No. 2(final) for the retainage under the contract between the City of Mount Vernon and Avery Construction.

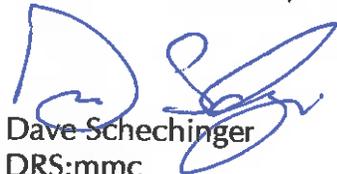
We have reviewed the estimate and recommend payment to Avery Construction in the amount of \$2,425.45.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 2(final) to Avery Construction for signature and return to the City of Mount Vernon.

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

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

VEENSTRA & KIMM, INC.



Dave Schechinger  
DRS:mmc  
51324  
Enclosure



November 5, 2018

**PAY ESTIMATE NO. 2 (final)**  
**1st STREET W CULVERT REPLACEMENT**  
**MOUNT VERNON, IOWA**

Avery Construction  
715 49th Street  
Marion, Iowa 52302

Contract Amount \$41,880.68  
Contract Date July 16, 2018  
Pay Period Retainage

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	Topsoil, Strip, Salvage+ Spread	CY	35	\$ 6.00	\$ 210.00	35	\$ 210.00
2	Subgrade Stab Mat'l, Polymer Grid	SY	100	\$ 5.85	\$ 585.00	100	\$ 585.00
3	Modified Subbase	CY	12	\$ 35.00	\$ 420.00	12	\$ 420.00
4	Granular Shld, Type A	Ton	6	\$ 15.75	\$ 94.50	6	\$ 94.50
5	Std/S-F PCC Pav't, CL M CL 3, 8"	SY	70	\$ 110.62	\$ 7,743.40	95.27	\$ 10,538.77
6	Granular Backfill	Ton	40	\$ 16.95	\$ 678.00	40	\$ 678.00
7	Excavation, CL20, Rdwy Pipe Culv	CY	50	\$ 52.50	\$ 2,625.00	50	\$ 2,625.00
8	Apron, Conc Arch, 44"X27"	Ea.	2	\$ 2,531.60	\$ 5,063.20	2	\$ 5,063.20
9	Culv, Conc Arch Ent Pipe, 44"X27"	LF	48	\$ 179.36	\$ 8,609.28	48	\$ 8,609.28
10	Rmv Storm SWR Pipe GT 36"	LF	30	\$ 20.25	\$ 607.50	30	\$ 607.50
11	Erosion Stone	Ton	20	\$ 29.26	\$ 585.20	18.71	\$ 547.50
12	Rmvl of Pav't	SY	70	\$ 15.28	\$ 1,069.60	70	\$ 1,069.60
13	Rmv + Reinstall Sign	Ea.	2	\$ 25.00	\$ 50.00	2	\$ 50.00
14	Construction Survey	LS	1	\$ 1,300.00	\$ 1,300.00	1	\$ 1,300.00
15	Painted Pav't Mark, Durable	STA	1	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
16	Traffic Control	LS	1	\$ 2,900.00	\$ 2,900.00	1	\$ 2,900.00
17	Mobilization	LS	1	\$ 950.00	\$ 950.00	1	\$ 950.00
18	Seed + Fertilize (Rural)	Acre	0.5	\$ 2,420.00	\$ 1,210.00	0.5	\$ 1,210.00
19	Mulch	Acre	0.5	\$ 2,420.00	\$ 1,210.00	0.5	\$ 1,210.00
20	Slope Protect, Bond'd Fib'r Matrix	SQ	10	\$ 22.00	\$ 220.00	10	\$ 220.00
21	Silt Fence-Ditch Checks	LF	500	\$ 2.50	\$ 1,250.00	500	\$ 1,250.00
22	Rmvl of Silt Fence-Ditch Check	LF	500	\$ 1.00	\$ 500.00	500	\$ 500.00
<b>Contract Price:</b>					<b>\$ 41,880.68</b>		<b>\$ 44,638.35</b>

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
<b>Total</b>			<b>\$ -</b>

<b>SUMMARY</b>			
		Total Approved	Total Completed
Contract Price		\$ 41,880.68	\$ 44,638.35
Approved Change Order (list each)	Change Order No. 1	\$ 3,870.55	\$ 3,870.55
Revised Contract Price		\$ 45,751.23	\$ 48,508.90

Stored  
 Total Earned \$ 48,508.90  
 Retainage \$ -  
 Total Earned Less Retainage \$ 48,508.90

Total Previously Approved (list each)		Pay Estimate No. 1	\$ 46,083.45	

Total Previously Approved \$ 46,083.45  
 Amount Due This Request \$ 2,425.45

Percent Complete 106%

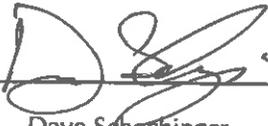
The amount \$2,425.45 is recommended for approval for payment in accordance with the terms of the contract.

**Prepared By:**  
Avery Construction

**Recommended By:**  
Veenstra & Kimm, Inc.

**Approved By:**  
Mount Vernon, Iowa

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature:   
 Name: Dave Schechinger  
 Title: Engineer  
 Date: November 5, 2018

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**AGENDA ITEM # J – 3**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Septic System Approval
<b>ACTION:</b>	Motion

**SYNOPSIS:** The new residents of 119 Ink Rd have requested permission to replace the on-site sewage collection system (septic system). They have received approval from Linn County Public Health, and meet the City's exemptions for connection to the sanitary sewer system connection ordinance.

**BUDGET ITEM:** Sewer

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Map

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

**AGENDA ITEM # J – 4**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Change Order Request Procedures
<b>ACTION:</b>	Motion

**SYNOPSIS:** As much as I dislike their use, change orders will be a necessary part of the construction process for the Lester Buresh Community Wellness Center project. Some change orders will be time sensitive and require answers within 24 to 48 hours in order to maintain established construction schedules. I have reviewed past projects, and the City Council has given the City Administrator and Mayor the authority to approve change orders in the past, as long as they fell under a specified dollar amount. I am asking the Council to grant the Mayor the ability to approve change orders that fall under \$10,000 per occurrence (this can be adjusted down if the Council is uncomfortable with the number). Change orders will be properly vetted by our design professionals prior to their submittal to the Mayor. This approval would not grant the Mayor the ability to change the overall scope of the project.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

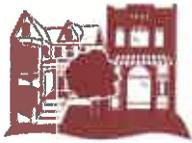
**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

## **K. Reports-Received/File**



**Mount  
Vernon**  
IOWA

**Council:**

**Eric Roudabush  
Marty Christensen  
Scott Rose  
Tom Wieseler  
Stephanie West**

**Chris Nosebisch, City Administrator  
Douglas Shannon, Chief of Police**

**Jamie A. Hampton, Mayor**

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**OCTOBER 2018  
POLICE REPORT**

**Vehicle Collisions**

There were 5 reported collisions in October. The first collision occurred on A Ave NE when a vehicle travelling north sideswiped a parked vehicle and left the scene. Damage was estimated at \$300 and no injuries resulted. The second collision occurred when a vehicle travelling west on Hwy 30 near 1<sup>st</sup> Street E collided with a deer. Damage was estimated at \$3000 and no injuries resulted. The third collision occurred on Hwy 30 & Hwy 1 roundabout. This collision occurred when two vehicles were traversing the traffic circle proceeding East on Hwy 30. While doing so, and unknown vehicle travelling north on Hwy 1 failed to yield causing the first of the two vehicles in the circle to brake suddenly, thereby causing the 2<sup>nd</sup> vehicle to collide with the back of first vehicle. Damage was estimated at \$4000 and minor injuries were reported in this collision. The fifth collision occurred on Hwy 30 near Hillview Drive when a semi-truck and trailer collided with a deer, causing damage to the brake lines, disabling the semi. Damage was estimated at \$500 and no injuries were reported.

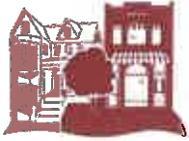
**Incidents/Arrest**

There were 17 reported incidents in October. Reports included Medical assist – AED usage, OWI (x2), public intoxication (x2), fraudulent registration, burglary, theft of services, domestic abuse, theft, possession of drug paraphernalia, damage to squad car (deer collision), possession of controlled substance, possess alcohol under age, sexual abuse, and credit card fraud.

The incidents resulted in 8 arrests for October. Arrests included: OWI (x2), public intoxication (x3), theft 5<sup>th</sup> degree, possession of drug paraphernalia, and possession of marijuana.

**K-9 Report**

Officer Moel and K9 “Monster” was deployed 10 times in October. Deployments included 6 traffic stops for narcotics detection, one following a police pursuit, and one resulting in the recovery of methamphetamine from the vehicle. Additionally, the K9 team was called out to assist Linn County Sheriff’s Office and area Fire Agencies in searching for a missing 2-year-old in a corn field. The child was located by family while the K9 team was tracking. Officer Moel and K9 Monster conducted school and parking lot searches at the MVHS Alternative Ed building at the request of school administrators. The team was also deployed at Cornell College for a narcotic search, resulting in detection the seizure of marijuana and paraphernalia. K9 Monster was also used to search an unlocked garage after the homeowner called reporting suspicious activity.



**Mount  
Vernon**  
IOWA

**Council:**

**Eric Roudabush  
Marty Christensen  
Scott Rose  
Tom Wieseler  
Stephanie West**

**Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police**

**Jamie A. Hampton, Mayor**

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**Community Service:**

- Chief Shannon, Officer Moel, and K9 Monster attended the Community Leaders Breakfast on 10/4/2018.
- Chief Shannon & Officer Gehrke taught Forensics to Criminal Justice Students at MVHS on 10/5/2018.
- Officer Gehrke participated in Career Day at the MVMS on 10/10/2018.
- Chief Shannon attended a Church Leaders meeting on 10/11/2018 discussion crime trends, human trafficking, and other community needs.
- Chief Shannon attended the MV School Safety Committee meeting, as we continue to work together on crisis response and planning.
- Chief Shannon attended a lunch and hosted a ride a long on 10.17/2018 for from MV Police Officer and Police Chief Guy Kuehl.
- On 10/31/2018 Chief Shannon partnered with MV Bank Officers and provided training related to fraud and identity theft.
- Mount Vernon Police Department and the Mount Vernon Fire are again participated in the annual "Boots vs Badges Blood drive on October 18<sup>th</sup>, 2018. The drive resulted in collection of 32 donations which will assist 128 patients.

**GTSB:**

In October officers worked 21.5 hours of STEP enforcement in October. During the STEP enforcement officers contacted 1 OWI contact, 4 speed violations, 2 suspended drivers, 2 registrations violations, 1 equipment violation, 2 insurance violations, arrested 2 subjects on warrants, and had a motorist assist.

**LISBON (28E Contracted Services):**

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

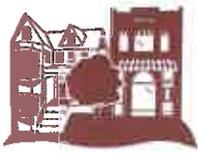
- Patrol: 2,120 minutes
- Calls for service: 270 minutes (8 calls for service)
- Administrative time: 70 minutes

**Total time for October: 41.0 hrs. x \$40/hr. = \$1,640**

**Lisbon was invoiced for August-October 2018: Total invoice: \$5,030.00**

Respectfully Submitted,

Chief of Police



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## **Public Works Report**

### **11/19/18**

#### ***Sidewalk/Trail Repair***

Crews were able to repair large sections of trail between the Skate Park and 7<sup>th</sup> Street NE. These sections had some large separations along with settling that created unevenness along with multiple trip hazards.

#### ***Training***

The entire crew was able to attend an APWA Winter Maintenance Conference in Dubuque, Iowa. This is held each year at different locations across the state. Some of the information presented deals with proper calibration of our salt/sand equipment. Temperatures and how much salt/sand to use, along with what conditions constitute a mixture of salt/sand and when is plain salt more appropriate. This conference helps us as a department start thinking about the upcoming winter season.

#### ***Streets***

Crews have begun the process of sweeping the streets in town.

#### ***Winter Weather***

Our first winter storm has already come and gone. Thankfully it was a small storm that amounted to less than an inch of snow. Crews did go out and pretreat the snow routes and hills with brine prior to the storm coming in. The determining factor behind the brine was the air temperature coupled with the road temperature.

#### ***Parks***

Crews have built a new dugout on the third base side of field E. Last season the previous dugout failed, crews finally had time to construct a new one. This is a new style of dugout more resembling that of the Cornell High School field, with a built two-tier bench. It would be great to implement this design in the rest of the dugouts in the city.

All sports fields in the parks have been aerated.

Crews have winterized all the restrooms in the parks.

Crews have added electricity to the Bryant Park Pavilion, this includes lights and outlets. The power at the Davis Park Pavilion has also been fixed.



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**Parks and Recreation Department**  
**Directors Report**  
**October 15 – November 15**

**Parks**

- **All parks and their facilities have been winterized.**
- **Trees Forever visited Mount Vernon and I toured with Aaron Brewer to inventory all the Trees Forever trees that have been installed in the last 8 years.**
- **Park and Rec Board have been discussing CIP items at length, including trail projects.**
- **Nancy Doreen Huffman Dog Park 5-year celebration on October 20<sup>th</sup> went very well with 11 dogs and 25 participants sharing in day's activities.**

**Sports**

- **Girls Basketball is in full swing now with five teams in Grades 3-6**
- **(two teams in 3<sup>rd</sup> Grade, one teams in 4<sup>th</sup> Grade, and two teams in 5<sup>th</sup>-6<sup>th</sup> Grade). We also have 15 girls registered for 2<sup>nd</sup> Grade and 15 girls registered for 1<sup>st</sup> Grade Basketball on Saturday mornings.**
- **Boys Basketball and Youth Wrestling registration will begin on November 19<sup>th</sup>.**

**Pool**

- **The 2018 Pool Report will be presented to Council in December.**

**Misc**

- **Reminder that Magical Night is Nov 29th. Park and Rec will again offer Cookie Decorating at First Street Community Center from 5-8pm. This should be another great night with horse-drawn carriages and a trackless train. Thank you to Meridith Hoffman for sponsoring this portion of the event.**
- **Park and Rec Board have been reviewing and discussing updates to the Parks and Recreation Master Plan. Updated info will be shared at a future meeting.**

## **L. Discussion Items (No Action)**

**AGENDA ITEM # L – 1**

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

<b>DATE:</b>	November 19, 2018
<b>AGENDA ITEM:</b>	Demolition Ordinance
<b>ACTION:</b>	None

**SYNOPSIS:** Given the small number of people present at the meeting, it was decided to postpone any discussion of this ordinance. I will try to highlight previous discussion points and identify potential changes at the Council meeting.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Last Draft of the Proposed Ordinance

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

OFFICE OF  
**GUY P. BOOTH**  
ATTORNEY AT LAW  
425 SECOND STREET S.E., SUITE 1010  
CEDAR RAPIDS, IOWA 52401  
(319) 366-7795 / FAX: (319) 366-4551  
EMAIL: GBOOTH@1010CRLAW.COM

AN ASSOCIATION OF SOLE PRACTITIONERS

GUY P. BOOTH  
GARY J. SHEA  
MICHAEL K. LAHAMMER  
ZACHARY D. CROWDES  
RAPHAEL SCHEETZ

MOUNT VERNON OFFICE:

224 FIRST STREET WEST  
MOUNT VERNON, IA 52314  
(319) 895-8150

March 21, 2017

Mr. Chris Nosbisch  
City Administrator  
City of Mount Vernon  
[CNosbisch@cityofmtvernon-ia.gov](mailto:CNosbisch@cityofmtvernon-ia.gov)

RE: Revisions to proposed Demolition Ordinance

Dear Chris:

Enclosed is a copy of the changes that were discussed at the February 27 City Council work session.

I direct your attention to the proposed revisions as follows: In paragraph 1, a second paragraph has been added which defines that the demolition of a porch or of an addition to a building that was not part of the original foot print would be excluded from the requirement for a Demolition Permit.

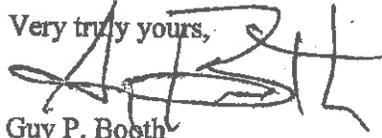
In paragraph 3, there is proposed additional language which offers a definition of "historically significant." This language appeared in several ordinances that have been adopted by other cities. This language is in addition to the reference to the US Secretary of Interior standards. There is also an additional statement in paragraph 3 that adopts the purpose and intent for historic preservation as set forth in Chapter 24.01 of the Code of Ordinances. I have included this by reference, rather than setting the entire language of 24.01 out for a second time. I believe Marty is looking for this language.

As you point out, this ordinance fits within the area of the ordinances that relates to the requirement for a building permit. This is not an historic preservation ordinance, except for recognition of maintaining the character of our town.

These proposed revisions are attempts to address the input of council members at the last meeting. It is important to remember that Chapter 24.01 of our ordinances, as well as the language of our comprehensive plan, both seek to preserve historic Mount Vernon.

Hopefully this language eliminates procedural confusion, for both the person requesting a demolition permit, as well as the people who may have a desire to see if there are alternatives to demolition. We look forward to continuing this discussion on March 27.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Guy P. Booth', written over a horizontal line.

Guy P. Booth

GPB/jcb  
Encl.

ORDINANCE # \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF  
THE CITY OF MOUNT VERNON, IOWA, BY ADDING PROVISIONS  
PERTAINING TO PROCEDURES FOR DEMOLITION REVIEW

Be it enacted by the City Council of the City of Mount Vernon, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by adding a new Section in Chapter \_\_, numbered \_\_, entitled "Demolition Permits", which is hereby adopted to read as follows:

- (1) Demolition Permit Required. No building that is fifty (50) years old or older can be demolished without a permit. No permit for the demolition of a building which is fifty years old or older shall be issued other than in conformity with the provisions of this ordinance, as well as in conformity with the provisions of other laws and ordinances applicable to historic preservation and to the demolition of buildings. An application for demolition shall be made only by the person, partnership, corporation or realty trust which is the deed holder thereof at the time of such application.

Except for structures in established historic districts of the City, this ordinance does not apply to the demolition of existing porches or additions to buildings that are not part of the original foot print of the building or structure.

- (2) Application for Permit. An application for demolition shall be made only by the legal deed holder thereof at the time of such application. The application must be made on a form provided by the Historic Preservation Commission.

No permit for demolition of a building determined to be a historically significant building under this ordinance shall be granted until plans for use or development of the site after demolition have been filed with the Zoning Administrator and found to comply with all laws pertaining to the issuance of a building permit. All approvals necessary for the issuance of such a building permit or certificate of occupancy including without limitation any necessary zoning variances or special permits, must be granted and all appeals from the granting of such approvals must be concluded, prior to the issuance of a demolition permit under this section.

- (3) Fourteen Day Wait. The Zoning Administrator shall forward a copy of each application for a demolition permit to the Historic Conservation Commission (Commission) for determination whether the building which is the subject of such application is a historically significant building. A fourteen (14) day wait period shall commence on the date following the date the Commission receives the application for a demolition permit from the Zoning Administrator. Demolition is prohibited during the fourteen day wait period.

Historically significant includes, but is not limited to a structure or building which:

- A. Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
- B. Has yielded, or may be likely to yield information important to pre-history or history; or
- C. Is associated with events that have made a significant contribution to the broad patterns of our history; or
- D. Is associated with the lives of persons significant in our past.

The purpose and intent of this ordinance is set forth in Chapter 24.01 of the Mount Vernon, Iowa Code of Ordinances.

- (4) Initial Review and Determination. The Historic Preservation Commission shall review the application for demolition at a public meeting of the Commission within the fourteen (14) day wait period. The Commission shall make an initial determination whether the building is a historically significant building using the standards set forth in the then current US Secretary of Interior standards for historic preservation, and further, upon criteria which would be unique to the historic nature of the City of Mount Vernon. The Commission shall make written findings supporting the grant or denial of the permit.

If during the fourteen (14) day wait period, the Commission makes an initial determination that the building which is the subject of the application for demolition is, or may be a historically significant building whose loss would be detrimental to the historical or architectural heritage or resources of the City, such building shall be considered a historically significant building. The Zoning Administrator shall be so advised, and no demolition permit or building permit for new construction shall be issued unless and until a final determination has been made that the building is not a historically significant building or an exception applies. If the Commission makes the determination that the building is not a historically significant building the Administrator shall be advised and the permit will be issued provided all other applicable building regulations have been met.

- (5) Final Determination. After an initial determination by the Commission that any building which is the subject of an application is a historically significant building, it shall so advise the applicant who submitted the application and the Zoning Administrator, and a sixty (60) day demolition review period will be imposed. The sixty (60) day demolition review period starts on the date the

applicant who submitted the application and the Zoning Administrator are notified of the decision of the Commission.

The Commission shall hold a public hearing prior to making the determination that any building is a historically significant building. The Commission shall publish notice pursuant to Iowa Code Section \_\_\_ that an initial determination has been that the building is a historically significant building. A sign shall also be posted on the subject property notifying the general public of the pending application for demolition. No demolition permit or building permit for new construction or alterations on the premises shall be issued after the date of a determination that a building is a historically significant building except as may be provided for in subsection \_\_\_ of this section.

During the sixty (60) day demolition review period, the Commission shall review all construction, demolition, or alteration that affects the exterior architectural features, including the landscape of the property.

The Commission will work with the applicant to have a historic survey done on the property, if necessary, and to determine if any of the following option or alternatives to demolition are feasible:

- A. The building can be considered for landmark designation.
- B. Rehabilitation the building with the assistance of State or Federal tax incentives or other private financial assistance.
- C. Adapting the building to a new use.
- D. Finding a new owner who is interested in preserving/rehabilitating the building.
- E. Incorporating the building into the owner/applicant's redevelopment plans.
- F. Assisting in finding a different location for the owner's redevelopment.
- G. Moving the building to an alternative location.
- H. Salvaging building materials if the structure is to be demolished.
- I. Documenting the building prior to the issuance of a demolition permit.

The Commission shall make findings in writing. Upon completion of the review, the Commission will advise the applicant and Zoning Administrator in writing whether a demolition permit can be issued.

- (6) Exceptions. Exceptions from the demolition review process will be afforded if an economic hardship can be demonstrated or a structure is considered an imminent threat to the health and/or safety of the public. The burden of proof that an economic hardship exists is the applicant's responsibility. The Zoning Administrator will forward a copy of the application to the Historic Preservation Commission for a hardship exemption, along with the applicant's request for exemption from the demolition review process. The Historic Preservation Commission shall review the request for exemption, and shall respond to said application at its earliest convenience, but not more than fourteen (14) business days after receipt of the application by the Commission. Criteria for determination of an economic hardship include:
- A. The basis to establish economic hardship for an income producing property, including commercial uses or rental units, shall be that a reasonable rate of return cannot be obtained from a property that retains its historic features or structures in either its present condition or if its features or structures are rehabilitated. A reasonable rate of return is Prime plus \_\_%.
  - B. Economic hardship in regard to a non-income producing property shall be found when the property owner demonstrates that the property has no beneficial use as a single-family dwelling or for an institutional, religious or governmental not-for-profit use in its present condition or if rehabilitated.
  - C. Demonstration of an economic hardship shall not be based on or include any of the following circumstances:
    - 1. Willful or negligent acts by the owner.
    - 2. Purchase of the property for substantially more than market value.
    - 3. Failure to perform normal maintenance and repairs.
    - 4. Failure to diligently solicit and retain tenants.
    - 5. Failure to provide normal tenant improvements.
  - D. If the Zoning Administrator has not received a decision from the Commission on the request for exemption within the fourteen (14) business day wait period, then the Zoning Administrator shall notify the Chairperson and Secretary of the Commission that a demolition permit will be issued seven (7) days after the date that this notice has been provided to the Chairperson and Secretary, unless prior to the expiration of seven (7) days, the Commission issues a written decision on the application for a hardship exemption for the demolition permit.

#### VIOLETIONS AND PENALTIES.

- A. Any person, firm or corporation violating or failing to comply with, or violating any terms or provisions of this chapter shall be subject to the penalty provisions of the ordinances of the City of Mount Vernon, Iowa.
- B. Failure to comply with the application process or failure to have a demolition permit pursuant to this Ordinance constitutes irreparable harm warranting injunctive relief to stop the demolition of any potentially historically significant building.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Second reading on the \_\_\_\_ day of \_\_\_\_\_, 2013.

Third and final passage on the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**AGENDA ITEM # L – 2**

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

**DATE:** November 19, 2018

**AGENDA ITEM:** Possible Budget/CIP

**ACTION:** None

**SYNOPSIS:** I will be sending out an updated version of the FY 20 excel spreadsheet separate from this packet (either Friday or Monday). Hard copies will be handed out at the meeting as well. Staff has attempted to fund Council priorities based upon available revenue streams. Once the FY 20 list is complete, staff will move unfunded projects to future years.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None (Separate)

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/15/18

## **M. Reports Mayor/Council/Admin.**

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
November 19, 2018**

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- City offices will be closed on Thursday, November 22, 2018 and Friday, November 23, 2018 in observance of Thanksgiving Holiday.
- The week of Thanksgiving is the last week of leaf pick up for the fall season.
- Staff will be hosting a joint information meeting with the MVCSD to discuss the upcoming construction projects and their effect on surrounding traffic patterns.