

City of Mt. Vernon, Iowa

Meeting: Mt. Vernon City Council Meeting
Place: Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time: April 15, 2024 – 6:30 PM
Web Page: www.cityofmtvernon-ia.gov
Posted: April 13, 2024

Mayor:	Tom Wieseler	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Scott Rose	City Attorney:	Holly Corkery
Councilperson:	Stephanie West	Asst. City Administrator:	Lori Boren
Councilperson:	Craig Engel	Finance Dir/City Clerk:	Marsha Dewell
Councilperson:	Mark Andresen	Chief of Police:	Doug Shannon
Councilperson:	Paul Tuerler		

For those individuals that are unable to attend or still do not feel comfortable with in-person meetings, the City is providing a Zoom option. For those planning to attend via Zoom, please use the following information:

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 868 9805 5015
3. Password: 572722

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

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

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

- D. Consent Agenda**

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

1. Approval of City Council Minutes – April 1, 2024 Regular Council Meeting
2. Approval of City Council Minutes – April 1, 2024: FY 2024-2025 Property Tax Levy
3. Approval of Cigarette License – Casey's General Store #1599

- E. Public Hearing**

1. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder
 - i. Close public hearing – Proceed to G-1
2. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder
 - i. Close public hearing – Proceed to G-2

3. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder
 - i. Close public hearing – Proceed to G-3
4. Public Hearing for the Consideration of the City of Mount Vernon Fiscal Year 2024-2025 Proposed Annual Budget
 - i. Close public hearing – Proceed to G-4

F. Ordinance Approval/Amendment

1. None

G. Resolutions for Approval

1. Resolution #4-15-2024A: Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$1,000,000 General Obligation Capital Loan Notes
2. Resolution #4-15-2024B: Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$2,250,000 General Obligation Capital Loan Notes
3. Resolution #4-15-2024C: Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$1,850,000 General Obligation Capital Loan Notes
4. Resolution #4-15-2024D: Approving the City of Mount Vernon Fiscal Year 2024-2025 Annual Budget (see budget power point presentation)
5. Resolution #4-15-2024E: Approving Electronic Bidding Procedures and Distribution of Preliminary Official Statement
6. Resolution #4-15-2024F: Accepting Work Known as the Mount Vernon-Lisbon Police Department Addition and Renovation Project with Septagon Construction

H. Mayoral Proclamation

1. Proclamation Recognizing Friday, April 26, 2024, as Arbor Day within the City of Mt. Vernon, Iowa

I. Old Business

1. Discussion and Consideration of Sculpture Trail Funding Request – Council Action as Needed (tabled on March 18, 2024)

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of a Mount Vernon-Lisbon Community Development Group (CDG) Executive Director Job Description – Council Action as Needed
3. Discussion and Consideration of Pay Application #3 – Sewer Cleaning Project – Council Action as Needed
4. Discussion and Consideration of a Request for Proposals for the Water Meter Replacement Project – Council Action as Needed
5. Discussion and Consideration of Pay Application #15 – Police Station Renovation Project – Council Action as Needed
6. Discussion and Consideration of Pay Application #16 – Police Station Renovation Project – Council Action as Needed
7. Discussion and Consideration of Emergency Repairs to Water Well #7 – Council Action as Needed

K. Reports to be Received/Filed

1. Mt. Vernon/Lisbon Police Report
2. Mt. Vernon Public Works Report

3. Mt. Vernon Parks and Rec Report
4. Cole Library Report

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met April 1, 2024, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Andresen, Tuerler, Engel, West and Rose.

Call to Order. At 6:30 p.m. Mayor Thomas M. Wieseler called the meeting to order.

Agenda Additions/Agenda Approval. Motion made by Engel, seconded by Andresen to approve the Agenda. Motion carries.

Consent Agenda. Motion made by Tuerler, seconded by Andresen to approve the Consent Agenda. Motion carries.

Approval of City Council Minutes – March 18, 2024 Regular Council Meeting
Approval of Liquor License – Casey’s General Store #1599

Resolutions for Approval

Resolution #4-1-2024A: Accepting the Dedication of Street Right of Way and Easements, as Dedicated within the Owner’s Certificate and Dedication of Stoner Plaza Tenth Addition to the City of Mount Vernon, Linn County, Iowa. Normally the City would wait until the public improvements were constructed before accepting the public right of way from the developer, but in this instance the City will be constructing the infrastructure in Stoner Plaza as part of the CHI development. Motion made by Tuerler, seconded by West to approve Resolution #4-1-2024A. Roll call all yes. Resolution passes.

Resolution #4-1-2024B: Accepting Work for the Project Known as the Davis Park Lighting Improvements with Ardent Lighting Group L.L.C. The Davis Park lighting project is complete and has received the engineer’s certificate of approval. The final project cost was \$168,270.48. The project retainage of \$8,413.52, also listed on the agenda, will be released after the mandatory thirty (30) day waiting period. Motion made by Rose, seconded by Engel to approve Resolution #4-1-2024B. Roll call all yes. Resolution passes.

Resolution #4-1-2024C: Implementing a Moratorium, Not to Exceed Six (6) Months, on Smoke and Consumption Use Businesses for CBD, Hemp, THC/Cannabis Products, Psychoactive Products and Synthetic Marijuana, Including Smoke, Tobacco, Nicotine and Vape Shops Where More than 10% of the Business Square Footage is Dedicated to Consumption or Retail Sales within the City of Mount Vernon, Iowa. The proposed moratorium was discussed during a city council review of new tobacco licenses within the city limits. The moratorium language was researched and submitted by the Wellness Coalition of Rural Linn County. Council was provided a new resolution before tonight’s meeting with minor modifications from the City attorney. This moratorium would apply to new licenses/applications only. Motion made by West, seconded by Rose to approve Resolution #4-1-2024C. Roll call all yes. Resolution passes.

Old Business

Discussion and Consideration of Sculpture Trail Funding Request – Council Action as Needed (tabled on March 18, 2024). Staff is asking for this item to remain tabled until the Park and Rec Board has an opportunity to review their CIP requests.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion made by West, seconded by Engel to approve the Claims List. Motion carries.

PAYROLL	CLAIMS	105,945.28
SEPTAGON CONSTRUCTION	PAY APP #13-PD CONSTRUCTION	39,609.35
KARL CHEVROLET	TAHOE OUTFITTING-FD LEVY	27,530.95
VEENSTRA & KIMM INC	COTTONWOOD LMI PROJECT	9,151.81
TRI-CITY ELECTRIC CO OF IOWA	SECURITY UPGRADE-PD CONST	4,981.10
STAR EQUIPMENT LTD	MOWER/MULCHER RENTAL-SW	4,780.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	4,407.79
VEENSTRA & KIMM INC	REMOTE READ METER PROJECT	3,538.00
TREASURER STATE OF IOWA	WET TAX	3,189.96
TREASURER STATE OF IOWA	SALES TAX	3,186.46
OLD DOMINION BRUSH CO	LEAF VAC HOSE-SW	2,138.88
LINN CO-OP OIL CO	FUEL-PW	2,108.92
L.L. PELLING CO INC	POTHOLE MATERIAL-RUT	1,898.00
VEENSTRA & KIMM INC	DAVIS PARK BALLFIELD LIGHTING	1,676.51
BAKER GROUP	HVAC MAINT-LBC	1,612.45
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,206.00
ALLIANT ENERGY	ENERGY USAGE-WAT	1,094.03
DAN'S OVERHEAD DOORS	DOOR REPAIRS-PD	1,075.00
WATERS EDGE AQUATIC DESIGN LLC	RENOVATION PLANNING-POOL	1,070.00
IOWA ASSOC OF MUNICIPAL UTILITIES	WATER MEMBER DUES-WAT	1,038.00
AHLERS & COONEY P.C.	LEGAL FEES-CHI COTTONWOOD	911.00
NIGHT SHIFT LLC	CLEANING SERVICE-PD	867.84
USA BLUE BOOK	SUPPLIES-WAT	712.57
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-P&A	608.64
DE NOVO MARKETING	CITY WEBSITE SUPPORT-ALL DEPTS	600.00
POSTMASTER	UTIL BILL POSTATE-WAT,SEW,SW	576.47
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	510.12
DE NOVO MARKETING	HUBSPOT SUPPORT-ALL DEPTS	500.00
THOMAS M WIESELER	TRAINING/MILEAGE-P&A	459.44
MEDIACOM	PHONE/INTERNET-P&A	424.31
ALLIANT ENERGY	ENERGY USAGE-PD	391.52
MIDWEST STORAGE SOLUTIONS	PD LOCKERS-PD CONST	389.85
ALLIANT ENERGY	ENERGY USAGE-LBC	366.61
CENTRAL IOWA DISTRIBUTING	SUPPLIES-FD	365.04
CTI	BLDG REPAIRS-LBC	350.00
KIECKS	UNIFORMS-PD	349.95
MEDIACOM	PHONE/INTERNET-RUT	322.35
MARGARET L PICKETT	INSTRUCTOR-LBC	308.00
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
CITY LAUNDERING CO	SERVICES-LBC	253.92
ALEX VOLKOV	UNIFORMS-WAT,SEW	252.23
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	241.76
CITY LAUNDERING CO	SERVICES-LBC	239.07
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	227.50
VEENSTRA & KIMM INC	PW STORAGE BLDGS	220.00
MENARDS	EQUIPMENT-PD	218.76
CENTRAL IOWA DISTRIBUTING	SUPPLIES-CITY HALL	198.00
P&K MIDWEST INC	EQUIP REPAIR-RUT	197.04
TROJAN TECHNOLOGIES	EQUIP REPAIR-SEW	187.17

RC TECH	CAMERA SERVICE-SW	186.50
PITNEY BOWES	POSTAGE SUPPLIES-ALL DEPTS	182.58
IOWA DEPT OF INSPEC & APPEALS	ELEVATOR PERMIT-P&A	175.00
AHLERS & COONEY P.C.	LEGAL FEES-P&A	172.00
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	166.90
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	163.00
WENDLING QUARRIES	ROCK-RUT	161.70
AMAZON CAPITAL SERVICES	SUPPLIES-FD	161.27
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD	155.80
HAWKEYE COMMUNICATIONS INC	FIRE SYSTEM MONITORING-PD	141.00
AMAZON CAPITAL SERVICES	SUPPLIES-PD	137.97
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	130.38
PRESTO-X	PEST CONTROL-FD	125.10
STAPLES INC	SUPPLIES-ALL DEPTS	118.53
CHRIS NOSBISCH	MILEAGE-P&A	111.89
MECHANICSVILLE TELEPHONE	PHONE/INTERNET-POOL	108.77
LYNCH FORD	VEHICLE MAINT-PD	91.75
ARAMARK	RUGS,SERVICES-FD	84.81
AMAZON CAPITAL SERVICES	SUPPLIES-PD	82.50
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-PD, CITY HALL	80.00
ALL SECURE	SECURITY SYST MONITOR-POOL	75.00
BRADY WEAVER	REFEREE-P&REC	75.00
DES MOINES STAMP	STAMPS-P&A	58.70
IOWA ONE CALL	LOCATES-WAT,SEW	58.50
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	50.00
MICHELLE MAYHEW	ENRICHMENT REFUND-LBC	45.00
MELINDA SNYDER	INSTRUCTOR-LBC	40.00
ALLIANT ENERGY	ENERGY USAGE-SEW	33.00
ALLIANT ENERGY	ENERGY USAGE-SW	25.95
ALLIANT ENERGY	ENERGY USAGE-P&REC	21.49
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	8.89
TOTAL		236,016.63

FUND EXPENSE TOTALS

PAYROLL	105,945.28
POLICE STATION CONSTRUCTION	44,980.30
FIRE DEPT LEVY	27,530.95
GENERAL FUND	10,746.24
COTTONWOOD LMI PROJECT	10,062.81
SOLID WASTE	8,891.38
WATER FUND	8,363.53
LBC	6,039.39
ROAD USE TAX FUND	3,842.11
REMOTE READ METER PROJECT	3,538.00
SEWER FUND	2,873.49
DAVIS PARK IMPROVEMENTS	1,676.51
POOL RENOVATIONS	1,070.00
STORM WATER FUND	236.64
PW COLD STORAGE	220.00
TOTAL	236,016.63

Discussion and Consideration of a Request for Hearing Pursuant to Chapter 50.08 Nuisance Abatement Procedure by Doug Berner for Property Located at 520 First Street SE – Council Action as Needed. The City has received an appeal from Doug Berner regarding a nuisance violation notice he received from the city for outdoor storage, building materials and debris. Chapter 50.08 allows for an appeal of a nuisance violation to the City Council. Berner explained to Council that he is in the process of rebuilding on the property and some of the items currently stored there will be used for that. A contractor has been hired for the project and he is requesting more time to complete the process of zoning review and a building permit through Linn County. Motion made by Tuerler, seconded by Rose to extend the nuisance timeline to allow 30 days for the removal of non-building related materials and no more than 30 days to submit and continue the application process of a building permit for a new structure. Motion carries.

Discussion and Consideration of Change Order #18 – Police Station Renovation Project – Council Action as Needed. Change order #18 is in the amount of \$8,301.00 and was necessitated by a change in the water heater location. As this was a partial design issue, the engineering firm is covering 50% of the costs associated with this change order (\$4,150.50 to be reimbursed to the City). Motion made by Tuerler, seconded by West to approve Change Order #18-Police Station Renovation Project, in the amount of \$8,301.00. Motion carries.

Discussion and Consideration of Invoice #149045 – Downtown Streetscape Project – Council Action as Needed. This is the first invoice for the downtown streetscape project. Included with the invoice is a monthly progress report. Motion made by Tuerler, seconded by Andresen to approve Invoice #149045 from JEO Consulting Group in the amount of \$48,275.40. Motion carries.

Discussion and Consideration of Pay Application #3 – Davis Park Improvements – Council Action as Needed. Pay application #3 is in the amount of \$8,413.52. This is the amount of the retainage for the Davis Park Lighting project and will not be released until the mandatory 30-day waiting period has lapsed. Motion made by Engel, seconded by Rose to approve Pay Application #3-Davis Park Improvements. Motion carries.

Discussion and Consideration of Setting a Public Hearing Date for April 15, 2024, to Consider the City of Mount Vernon Fiscal Year 2024-2025 Proposed Budget – Council Action as Needed. This is the time to set the public hearing date for the second FY 2024-2025 budget meeting. The date and time for this hearing is Monday, April 15, 2024 at 6:30 p.m. Motion made by Rose, seconded by West to set the public hearing date for the adoption of the FY2025 budget for April 15, 2024 at 6:30 p.m. Motion carries.

Discussion and Consideration of Street Closure Request – Chalk the Walk – Council Action as Needed. Chalk the Walk is scheduled for May 4-5, 2024. The street closure request will begin on the afternoon of Friday, May 3, 2024. Motion made by Tuerler, seconded by Andresen to approve the street closure for Chalk the Walk beginning May 3, 2024.

Reports of Mayor/Council/Administrator

City Administrator's Report. Full report can be viewed on the City website under the April 1, 2024 Council Packet.

Closed Session - Pursuant to Chapter 21.5 (1)J, the City Council may enter into closed session, "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property." At 7:10 p.m. Rose motioned to go into Closed Session, seconded by Tuerler. Motion carries. At 7:27 p.m. Rose motioned to come out of Closed Session,

seconded by Tuerler. Motion carries. Motion made by Rose, seconded by Tuerler to direct City staff to continue the negotiation process for the purchase of real estate by the City. Motion carries.

As there was no further business to attend to, the meeting adjourned, the time being 7:28 p.m., April 1, 2024.

Respectfully submitted,
Marsha Dewell
City Clerk

The Mount Vernon City Council met in special session, April 1, 2024, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Tuerler, Engel, West and Rose. Absent: Andresen.

Call to Order. At 6:00 p.m. Mayor Thomas M. Wieseler called the meeting to order

Agenda Additions/Agenda Approval. Motion made by Rose, seconded by Tuerler to approve the Agenda. Motion carries. Andresen absent.

Public Hearing

Public Hearing on the Proposed Fiscal Year 2024-2025 Property Tax Levy for the City of Mount Vernon, Iowa. Mayor Wieseler opened the public hearing at 6:01 p.m. The proposed tax rate for the City of Mount Vernon for FY2025 is 13.33601, up \$.1811 from last fiscal year. This increase was discussed and approved during last year's budget discussions.

Council member Andresen arrives at 6:08 p.m.

Hearing no public comment, Mayor Wieseler closed the public hearing at 6:15 p.m. No action taken.

As there was no further business to attend to, the meeting adjourned, the time being 6:15 p.m., April 1, 2024.

Respectfully submitted,
Marsha Dewell
City Clerk

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): CASEY'S # 1599

Iowa sales and use tax account number: 0-00-007787

Retail address: 323 HWY 30 W City: MOUNT VERNON State: IA ZIP: 52314

Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 3198958365

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions)
Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):
YES, CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: SEE ATTACHED Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: DOUGLAS BEECH, ASSISTANT SECRETARY

Printed name: _____

Signature: *Douglas M. Beech*

Signature: _____

Date: 04/01/2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

E. Public Hearing

AGENDA ITEM # E – 1 & G – 1

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

DATE:	April 15, 2024
AGENDA ITEM:	Public Hearing for Resolution #4-15-2024A
ACTION:	Motion to Close

SYNOPSIS: This is the public hearing for the \$1,000,000 general obligation capital loan note for the extension of Glenn Street and other infrastructure for the CHI development.

BUDGET ITEM: Water

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #4-15-2024A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

AGENDA ITEM # E – 2 & G – 2

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

DATE: April 15, 2024

AGENDA ITEM: Public Hearing for Resolution #4-15-2024B

ACTION: Motion to Close

SYNOPSIS: This is the public hearing for the \$2,250,000 general obligation capital loan note for the swimming pool repair and reconstruction project.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #4-15-2024B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

AGENDA ITEM # E – 3 & G – 3

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

DATE:	April 15, 2024
AGENDA ITEM:	Public Hearing for Resolution #4-15-2024C
ACTION:	Motion to Close

SYNOPSIS: This is the public hearing for the \$1,850,000 general obligation capital loan note for the replacement and upgrade of municipal water meters, and to complete various infrastructure projects throughout the community.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #4-15-2024C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

AGENDA ITEM # E – 4 & G – 4

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

DATE:	April 15, 2024
AGENDA ITEM:	Public Hearing for Resolution #4-15-2024D
ACTION:	Motion to Close

SYNOPSIS: This is the time for the public hearing on the FY 2024-2025 budget. Enclosed with the packet are the individual state budget forms that will be submitted on behalf of the city. The budget power point presentation is included as a separate document.

BUDGET ITEM: All

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #4-15-2024D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

G. Resolutions for Approval

ITEMS TO INCLUDE ON AGENDA FOR APRIL 15, 2024

CITY OF MOUNT VERNON, IOWA

Not to exceed \$1,000,000 General Obligation Capital Loan Notes (ECP/UR-1)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 15, 2024

The City Council of the City of Mount Vernon, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$1,000,000 General Obligation Capital Loan Notes, of the City of Mount Vernon, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including constructing the Glenn Street project roadway and associated utilities and infrastructure improvements in the Stoner Plaza Tenth Addition as authorized in Amendment No. 8 to the Mount Vernon Urban Renewal Plan, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,000,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,000,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,000,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including constructing the Glenn Street project roadway and associated utilities and infrastructure improvements in the Stoner Plaza Tenth Addition as authorized in Amendment No. 8 to the Mount Vernon Urban Renewal Plan, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,000,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 15th day of April, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA FOR APRIL 15, 2024

CITY OF MOUNT VERNON, IOWA

Not to exceed \$2,250,000 General Obligation Capital Loan Notes (ECP/UR-2)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 15, 2024

The City Council of the City of Mount Vernon, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$2,250,000 General Obligation Capital Loan Notes, of the City of Mount Vernon, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including improvements to the swimming pool and related facilities as authorized in Amendment No. 9 to the Mount Vernon Urban Renewal Plan, for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes and the right to petition for an election had been published as provided by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Notes be submitted to the qualified electors of the City.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$2,250,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$2,250,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$2,250,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of chapter 403 including improvements to the swimming pool and related facilities as authorized in Amendment No. 9 to the Mount Vernon Urban Renewal Plan, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$2,250,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 15th day of April, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

ITEMS TO INCLUDE ON AGENDA FOR APRIL 15, 2024

CITY OF MOUNT VERNON, IOWA

Not to exceed \$1,850,000 General Obligation Capital Loan Notes (ECP)

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder.
- Resolution instituting proceedings to take additional action.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

April 15, 2024

The City Council of the City of Mount Vernon, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$1,850,000 General Obligation Capital Loan Notes, in order to provide funds to pay the costs of:

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes including overlay of 4th Street NW, Cass Street, intersection of 10th and Summit and watermain on 4th St and 5th Ave, and
- b) acquisition, improvement and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water including water meter replacements and related equipment,

for essential corporate purposes, and that notice of the proposed action by the Council to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes had been published as provided by Sections 384.24A and 384.25 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any resident or property owner of the City to the issuance of the Notes. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections to the issuance of the Notes and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

Whereupon, the Mayor declared the hearing on the authorization of entering into a Loan Agreement and the issuance of the Notes to be closed.

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,850,000 GENERAL OBLIGATION CAPITAL LOAN NOTES", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of notes to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,850,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,850,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of:

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing

purposes including overlay of 4th Street NW, Cass Street, intersection of 10th and Summit and watermain on 4th St and 5th Ave, and

b)

b) acquisition, improvement and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water including water meter replacements and related equipment,

and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,850,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 15th day of April, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025

ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : MOUNT VERNON County Name: LINN COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	161,492,047	2b	159,208,351	City Number: 57-548 Last Official Census: 4,527
DEBT SERVICE	3a	198,812,829	3b	196,529,133	
Ag Land	4a	1,614,171			

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.64000	1,282,552	148,443,400	8.79
	Limitation Percentage			
		3		
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	8.38836	1,354,653	5.62	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW		(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.38836	Consolidated General Fund		5	1,354,653	1,335,497	43 8.38836
		Non-Voted Other Permissible Levies					
384.12(1)	0.95000	Opr & Maint publicly owned Transit		7		0	45 0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)		11		0	49 0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs		14	7,350	7,246	52 0.04551
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		462		0	465 0.00000
		Voted Other Permissible Levies					
28E.22	1.50000	Unified Law Enforcement		24		0	62 0.00000
		Total General Fund Regular Levies (5 thru 24)		25	1,362,003	1,342,743	
384.1	3.00375	Ag Land		26	4,849	4,849	63 3.00375
		Total General Fund Tax Levies (25 + 26)		27	1,366,852	1,347,592	Do Not Add
		Special Revenue Levies					
384.6	Amt Nec	Police & Fire Retirement		29		0	0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)		30	260,220	256,540	1.61135
Rules	Amt Nec	Other Employee Benefits		31	422,430	416,456	2.61579
		Subtotal Employee Benefit Levy (29,30,31)		32	682,650	672,996	65 4.22714
		Valuation					
386	As Req	With Gas & Elec			Without Gas & Elec		
	SSMID 1 (A)	0 (B)		0 34		0	66 0.00000
	SSMID 2 (A)	0 (B)		0 35		0	67 0.00000
	SSMID 3 (A)	0 (B)		0 36		0	68 0.00000
	SSMID 4 (A)	0 (B)		0 37		0	69 0.00000
	SSMID 5 (A)	0 (B)		0 555		0	565 0.00000
	SSMID 6 (A)	0 (B)		0 556		0	566 0.00000
	SSMID 7 (A)	0 (B)		0 1177		0	1179 0.00000
	SSMID 8 (A)	0 (B)		0 1185		0	1187 0.00000
		Total Special Revenue Levies		39	682,650	672,996	
384.4	Amt Nec	Debt Service Levy 76.10(6)		40	0	0	70 0.00000
384.7	0.67500	Capital Projects (Capital Improv. Reserve)		41	109,007	107,466	71 0.67500
		Total Property Taxes (27+39+40+41)		42	2,158,509	2,128,054	72 13.33601

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

(City Representative)

(Date)

(County Auditor)

(Date)

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:
Meeting Date: 4/1/2024 **Meeting Time:** 06:00 PM **Meeting Location:** Mount Vernon City Hall Council Chambers 213 First Street NW Mount Vernon, IA 52314

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
<https://cityofmtvernon-ia.gov>

City Telephone Number
 (319) 895-8742 ext: 103

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	146,089,915	159,208,351	159,208,351
Consolidated General Fund	1,262,216	1,262,216	1,335,497
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	117,113	117,113	7,246
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	191,940	191,940	256,540
Other Employee Benefits	251,919	251,919	416,456
Capital Projects (Capital Improv. Reserve)	98,611	98,611	107,466
Taxable Value for Debt Service	182,049,214	196,529,133	196,529,133
Debt Service	0	0	0
CITY REGULAR TOTAL PROPERTY TAX	1,921,799	1,921,799	2,123,205
CITY REGULAR TAX RATE	13.15491	11.45159	13.33601
Taxable Value for City Ag Land	1,616,695	1,614,171	1,614,171
Ag Land	4,856	4,856	4,849
CITY AG LAND TAX RATE	3.00366	3.00836	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	719	618	-14.05
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	719	618	-14.05

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

The City is requesting more property tax dollars in the budget year compared to the current year due to overall increasing costs.

FUND BALANCE

City Name: **MOUNT VERNON**
 Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023									
Beginning Fund Balance July 1		786,014	533,685	8,009	2,369,201	96,275	6,451,432	794,934	7,246,366
Actual Revenues Except Beg Balance	1	3,356,288	937,678	1,427,153	3,900,245	4,850	10,972,201	3,001,306	13,973,507
Actual Expenditures Except End Balance	3	4,302,556	1,025,862	1,426,287	2,370,191	0	10,448,560	3,185,248	13,633,808
Ending Fund Balance June 30	4	1,711,980	808,337	8,875	3,899,255	101,125	6,975,073	610,992	7,586,065
Re-Estimated FY 2024									
Beginning Fund Balance	5	1,711,980	808,337	8,875	3,899,255	101,125	6,975,073	610,992	7,586,065
Re-Est Revenues	6	3,488,459	1,499,530	1,571,921	6,649,465	200	14,475,415	3,831,242	18,306,657
Re-Est Expenditures	7	4,247,539	1,330,868	1,571,556	4,547,014	0	12,708,730	3,455,466	16,164,196
Ending Fund Balance	8	952,900	976,999	9,240	6,001,706	101,325	8,741,758	986,768	9,728,526
Budget FY 2025									
Beginning Fund Balance	9	952,900	976,999	9,240	6,001,706	101,325	8,741,758	986,768	9,728,526
Revenues	10	3,624,768	1,546,022	1,816,188	6,578,901	1,000	14,840,744	3,543,993	18,384,737
Expenditures	11	3,892,904	1,502,054	1,816,188	4,215,512	0	12,609,068	3,928,647	16,537,715
Ending Fund Balance	12	684,764	1,020,967	9,240	8,365,095	102,325	10,973,434	602,114	11,575,548

LOCAL EMC SUPPORT

City Name: MOUNT VERNON

Fiscal Year: July 1, 2024 - June 30, 2025

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

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	0	0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	0	0

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: MOUNT VERNON
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY									
Police Department/Crime Prevention	1,484,665							1,484,665	1,334,504
Jail								0	0
Emergency Management								0	19,379
Flood Control								0	0
Fire Department	284,075							284,075	215,288
Ambulance	30,800							30,800	18,000
Building Inspections	500							500	0
Miscellaneous Protective Services								0	0
Animal Control	500							500	205
Other Public Safety								0	0
TOTAL (lines 1 - 10)	1,800,540	0				0		1,800,540	1,587,376
PUBLIC WORKS									
Roads, Bridges, & Sidewalks		509,175						509,175	637,287
Parking - Meter and Off-Street								0	0
Street Lighting		63,000						63,000	57,788
Traffic Control and Safety								0	0
Snow Removal		24,000						24,000	29,489
Highway Engineering								0	0
Street Cleaning								0	0
Airport (if not Enterprise)								0	0
Garbage (if not Enterprise)								0	0
Other Public Works		8,000						8,000	0
TOTAL (lines 12 - 21)	0	604,175				0		604,175	724,564
HEALTH & SOCIAL SERVICES									
Welfare Assistance								0	0
City Hospital								0	0
Payments to Private Hospitals								0	0
Health Regulation and Inspection								0	0
Water, Air, and Mosquito Control								0	0
Community Mental Health								0	0
Other Health and Social Services								0	0
TOTAL (lines 23 - 29)	0	0				0		0	0
CULTURE & RECREATION									
Library Services	150,000							150,000	132,500
Museum, Band and Theater	2,000							2,000	2,000
Parks	365,050							365,050	353,961
Recreation	409,650							409,650	437,853
Cemetery	11,525							11,525	13,604
Community Center, Zoo, & Marina	21,000							21,000	21,000
Other Culture and Recreation	22,600							22,600	21,445
TOTAL (lines 31 - 37)	981,825	0				0		981,825	982,363

City Name: MOUNT VERNON
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39	3,500						3,500	3,884
Economic Development	40	263,300						263,300	225,596
Housing and Urban Renewal	41							0	0
Planning & Zoning	42	650						650	528
Other Com & Econ Development	43							0	6,248
TIF Rebates	44							0	0
TOTAL (lines 39 - 44)	45	267,450	0	0		0		267,450	236,256
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46	8,310						8,310	8,138
Clerk, Treasurer, & Finance Adm.	47	381,000						381,000	353,649
Elections	48	3,500						3,500	0
Legal Services & City Attorney	49	30,000						30,000	20,669
City Hall & General Buildings	50	115,825						115,825	120,034
Tort Liability	51		134,500					134,500	116,069
Other General Government	52								178
TOTAL (lines 46 - 52)	53	538,635	134,500	0		0		673,135	618,737
DEBT SERVICE									
Gov Capital Projects	54			1,554,209				1,554,209	1,426,287
TIF Capital Projects	55				3,841,375			3,841,375	1,757,778
	56								0
TOTAL CAPITAL PROJECTS	57	0	0	0	3,841,375	0		3,841,375	1,757,778
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	3,588,450	738,675	0	3,841,375	0		9,722,709	7,333,361
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	59								
Sewer Utility	60						757,650	757,650	740,894
Electric Utility	61						723,400	723,400	734,110
Gas Utility	62							0	0
Airport	63							0	0
Landfill/Garbage	64						741,375	741,375	617,330
Transit	65							0	0
Cable TV, Internet & Telephone	66							0	0
Housing Authority	67							0	0
Storm Water Utility	68							89,625	78,093
Other Business Type (city hosp., ISF, parking, etc.)	69							569,050	549,963
Enterprise DEBT SERVICE	70							0	0
Enterprise CAPITAL PROJECTS	71							0	114,039
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73								
TOTAL ALL EXPENDITURES (lines 58+73)	74	3,588,450	738,675	1,554,209	3,841,375	0	2,881,100	2,881,100	2,834,429
Regular Transfers Out	75	659,089	592,193	17,347	705,639	0	574,366	2,548,634	2,440,156
Internal TIF Loan Transfers Out	76								1,025,862
Total ALL Transfers Out	77	659,089	592,193	17,347	705,639	0	574,366	3,560,387	3,466,018
Total Expenditures and Other Fin Uses (lines 74+77)	78	4,247,539	1,330,868	1,571,556	4,547,014	0	3,455,466	16,164,196	13,633,808
Ending Fund Balance June 30	79	952,900	976,999	699,588	6,001,706	101,325	986,768	9,728,526	7,586,065

RE-ESTIMATED REVENUES DETAIL

City Name: MOUNTVERNON
 Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1 1,276,000	623,025		365	102,500			2,001,890	2,022,257
Less: Uncollected Property Taxes - Levy Year	2							0	0
Net Current Property Taxes (line 1 minus line 2)	3 1,276,000	623,025		365	102,500			2,001,890	2,022,257
Delinquent Property Taxes	4							0	0
TIF Revenues	5		1,261,400					1,261,400	934,684
Other City Taxes:									
Utility Tax Replacement Excise Taxes	6 40,505	19,875			3,260			63,640	0
Utility franchise tax (Iowa Code Chapter 364.2)	7 304,500							304,500	328,967
Parimutuel wager tax	8							0	0
Gaming wager tax	9							0	0
Mobile Home Taxes	10 4,065	985			160			5,210	2,432
Hotel/Motel Taxes	11 95,000							95,000	74,134
Other Local Option Taxes	12				796,300			796,300	744,437
Subtotal - Other City Taxes (lines 6 thru 12)	13 444,070	20,860		0	799,720			1,264,650	1,149,970
Licenses & Permits	14 16,590				167,700			16,590	19,108
Use of Money & Property	15 169,180		4,440					431,060	351,543
Intergovernmental:									
Federal Grants & Reimbursements	16 7,000				250,000		434,500	691,500	418,136
Road Use Taxes	17	650,000						650,000	622,966
Other State Grants & Reimbursements	18 84,145	26,550			4,360		48,000	163,055	62,150
Local Grants & Reimbursements	19 78,200							78,200	69,109
Subtotal - Intergovernmental (lines 16 thru 19)	20 169,345	676,550	0	0	254,360		482,500	1,582,755	1,172,361
Charges for Fees & Service:									
Water Utility	21						925,800	925,800	823,976
Sewer Utility	22						870,000	870,000	811,962
Electric Utility	23								0
Gas Utility	24								0
Parking	25								0
Airport	26								0
Landfill/Garbage	27						596,500	596,500	525,516
Hospital	28								0
Transit	29								0
Cable TV, Internet & Telephone	30								0
Housing Authority	31								0
Storm Water Utility	32								0
Other Fees & Charges for Service	33 563,500						82,200	82,200	82,105
Subtotal - Charges for Service (lines 21 thru 33)	34 563,500	0		0	0	0	362,600	926,100	919,007
Special Assessments	35						2,837,100	3,400,600	3,162,566
Miscellaneous	36 108,525	1,200				200	20,700	130,625	177,644
Other Financing Sources:									
Regular Operating Transfers In	37 510,762	80,334		921,851	735,185		300,502	2,548,634	2,440,156
Internal TIF Loan Transfers In	38 164,487	97,561		649,705			100,000	1,011,753	1,025,862
Subtotal ALL Operating Transfers In	39 675,249	177,895	0	1,571,556	735,185	0	400,502	3,560,387	3,466,018
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				4,590,000			4,590,000	1,498,140
Proceeds of Capital Asset Sales	41 66,000						700	66,700	19,216
Subtotal-Other Financing Sources (lines 36 thru 38)	42 741,249	177,895	0	1,571,556	5,325,185	0	401,202	8,217,087	4,983,374
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 3,488,459	1,499,530	1,265,840	1,571,921	6,649,465	200	3,831,242	18,306,657	13,973,507
Beginning Fund Balance July 1	44 1,711,980	808,337	445,501	8,875	3,899,255	101,125	610,992	7,586,065	7,246,366
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 5,200,439	2,307,867	1,711,341	1,580,796	10,548,720	101,325	4,442,234	25,892,722	21,219,873

EXPENDITURES SCHEDULE PAGE 1

City Name: **MOUNT VERNON**
 Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	1,514,216							1,514,216	1,484,665	1,334,504
Jail								0	0	0
Emergency Management								0	0	19,379
Flood Control								0	0	0
Fire Department	294,986							294,986	284,075	215,288
Ambulance	37,238							37,238	30,800	18,000
Building Inspections	500							500	500	0
Miscellaneous Protective Services								0	0	0
Animal Control	800							800	500	205
Other Public Safety								0	0	0
TOTAL (lines 1 - 10)	1,847,740	0				0		1,847,740	1,800,540	1,587,376
PUBLIC WORKS										
Roads, Bridges, & Sidewalks		536,808						536,808	509,175	637,287
Parking - Meter and Off-Street								0	0	0
Street Lighting								0	63,000	57,788
Traffic Control and Safety								0	0	0
Snow Removal		30,000						30,000	24,000	29,489
Highway Engineering								0	0	0
Street Cleaning								0	0	0
Airport								0	0	0
Garbage (if not Enterprise)								0	0	0
Other Public Works								0	8,000	0
TOTAL (lines 12 - 21)	0	566,808				0		566,808	604,175	724,564
HEALTH & SOCIAL SERVICES										
Welfare Assistance								0	0	0
City Hospital								0	0	0
Payments to Private Hospitals								0	0	0
Health Regulation and Inspection								0	0	0
Water, Air, and Mosquito Control								0	0	0
Community Mental Health								0	0	0
Other Health and Social Services								0	0	0
TOTAL (lines 23 - 29)	0	0				0		0	0	0
CULTURE & RECREATION										
Library Services	150,000							150,000	150,000	132,500
Museum, Band and Theater	2,000							2,000	2,000	2,000
Parks	375,036							375,036	365,050	333,961
Recreation	436,285							436,285	409,650	437,853
Cemetery	17,425							17,425	11,525	13,604
Community Center, Zoo, & Marina	21,000							21,000	21,000	21,000
Other Culture and Recreation	53,272							53,272	22,600	21,445
TOTAL (lines 31 - 37)	1,055,018	0				0		1,055,018	981,825	982,363

REVENUES DETAIL

City Name: MOUNT VERNON
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1,347,592	672,996	0	0	107,466			2,128,054	2,001,890	2,022,257
Less: Uncollected Property Taxes - Levy Year								0	0	0
Net Current Property Taxes (line 1 minus line 2)	1,347,592	672,996	0	0	107,466			2,128,054	2,001,890	2,022,257
Delinquent Property Taxes								0	0	0
TIF Revenues			1,269,365					1,269,365	1,261,400	934,684
Other City Taxes:										
Utility Tax Replacement Excise Taxes	19,260	9,654	0	0	1,541			30,455	63,640	0
Utility franchise tax (Iowa Code Chapter 364.2)	304,000							304,000	304,500	328,967
Parimutuel wager tax								0	0	0
Gaming wager tax								0	0	0
Mobile Home Taxes								0	5,210	2,432
Hotel/Motel Taxes	95,000							95,000	95,000	74,134
Other Local Option Taxes					791,000			791,000	796,300	744,437
Subtotal - Other City Taxes (lines 6 thru 12)	418,260	9,654	0	0	792,541			1,220,455	1,264,650	1,149,970
Licenses & Permits	20,200							20,200	16,590	19,108
Use of Money & Property	160,755		4,500		166,000			331,255	431,060	351,543
Intergovernmental:										
Federal Grants & Reimbursements					700,000			700,000	691,500	418,136
Road Use Taxes		650,000						650,000	650,000	622,966
Other State Grants & Reimbursements	70,657	24,388			3,894			98,939	163,055	62,150
Local Grants & Reimbursements	70,000							70,000	78,200	69,109
Subtotal - Intergovernmental (lines 16 thru 19)	140,657	674,388	0	0	703,894		0	1,518,939	1,582,755	1,172,361
Charges for Fees & Service:										
Water Utility							952,050	952,050	925,800	823,976
Sewer Utility							874,600	874,600	870,000	811,962
Electric Utility								0	0	0
Gas Utility								0	0	0
Parking								0	0	0
Airport								0	0	0
Landfill/Garbage							621,000	621,000	596,500	525,516
Hospital								0	0	0
Transit								0	0	0
Cable TV, Internet & Telephone								0	0	0
Housing Authority								0	0	0
Storm Water Utility								0	0	0
Other Fees & Charges for Service	553,975						82,200	82,200	82,200	82,105
Subtotal - Charges for Service (lines 21 thru 23)	553,975	0	0	0	0	0	444,200	998,175	926,100	919,007
Special Assessments							2,974,050	3,528,025	3,400,600	3,162,566
Miscellaneous	131,925	1,200				1,000		134,125	130,625	177,644
Other Financing Sources:										
Regular Operating Transfers In	705,748	101,392		965,826			469,943	2,242,909	2,548,634	2,440,156
Internal TIF Loan Transfers In	145,656	86,392		850,362	219,000		100,000	1,401,410	1,011,753	1,025,862
Subtotal ALL Operating Transfers In	851,404	187,784	0	1,816,188	219,000	0	569,943	3,644,319	3,560,387	3,466,018
Proceeds of Debt (Excluding TIF Internal Borrowing)					4,590,000			4,590,000	4,590,000	1,498,140
Proceeds of Capital Asset Sales								0	66,700	19,216
Subtotal-Other Financing Sources (lines 38 thru 40)	851,404	187,784	0	1,816,188	4,809,000	0	569,943	8,234,319	8,217,087	4,983,374
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	3,624,768	1,546,022	1,273,865	1,816,188	6,578,901	1,000	3,543,993	18,384,737	18,306,657	13,973,507
Beginning Fund Balance July 1	952,900	976,999	699,588	9,240	6,001,706	101,325	986,768	9,728,526	7,586,065	7,246,566
TOTAL REVENUES & BEGIN BALANCE (lines 42-43)	4,577,668	2,523,021	1,973,453	1,825,428	12,580,607	102,325	4,530,761	28,113,263	25,892,722	21,219,873

ADOPTED BUDGET SUMMARY

City Name: **MOUNT VERNON**
 Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources										
1 Taxes Levied on Property	1,347,592	672,996		0	107,466			2,128,054	2,001,890	2,022,257
2 Less: Uncollected Property Taxes-Levy Year	0	0		0	0			0	0	0
3 Net Current Property Taxes	1,347,592	672,996		0	107,466			2,128,054	2,001,890	2,022,257
4 Delinquent Property Taxes	0	0		0	0			0	0	0
5 TIF Revenues			1,269,365							
6 Other City Taxes	418,260	9,654		0	792,541			1,269,365	1,261,400	934,684
7 Licenses & Permits	20,200	0		0				1,220,455	1,264,650	1,149,970
8 Use of Money and Property	160,755	0	4,500	0	166,000	0		331,255	431,060	351,543
9 Intergovernmental	140,657	674,388	0	0	703,894	0		1,518,939	1,582,755	1,172,361
10 Charges for Fees & Service	553,975	0	0	0	0	0	2,974,050	3,528,025	3,400,600	3,162,566
11 Special Assessments	0	0	0	0	0	0	0	0	0	0
12 Miscellaneous	131,925	1,200		0	0	1,000		134,125	130,625	177,644
13 Sub-Total Revenues	2,773,364	1,358,238	1,273,865	0	1,769,901	1,000	2,974,050	10,150,418	10,089,570	8,990,133
Other Financing Sources:										
14 Total Transfers In	851,404	187,784	0	1,816,188	219,000	0	569,943	3,644,319	3,560,387	3,466,018
15 Proceeds of Debt	0	0	0	0	4,590,000	0	0	4,590,000	4,590,000	1,498,140
16 Proceeds of Capital Asset Sales	0	0	0	0	0	0	0	0	66,700	19,216
17 Total Revenues and Other Sources	3,624,768	1,546,022	1,273,865	1,816,188	6,578,901	1,000	3,543,993	18,384,737	18,306,657	13,973,507
Expenditures & Other Financing Uses										
18 Public Safety	1,847,740	0	0	0	0	0		1,847,740	1,800,540	1,587,376
19 Public Works	0	566,808	0	0	0	0		566,808	604,175	724,564
20 Health and Social Services	0	0	0	0	0	0		0	0	0
21 Culture and Recreation	1,055,018	0	0	0	0	0		1,055,018	981,825	982,363
22 Community and Economic Development	107,650	0	0	0	0	0		107,650	267,450	236,256
23 General Government	706,282	27,650	0	0	0	0		733,932	673,135	618,737
24 Debt Service	0	0	0	1,816,188	0	0		1,816,188	1,554,209	1,426,287
25 Capital Projects	0	0	0	0	3,700,000	0		3,700,000	3,841,375	1,757,778
26 Total Government Activities Expenditures	3,716,690	594,458	0	1,816,188	3,700,000	0		9,827,336	9,722,709	7,333,361
27 Business Type Proprietary, Enterprise & ISF							3,066,060	3,066,060	2,881,100	2,834,429
28 Total Gov & Bus Type Expenditures	3,716,690	594,458	0	1,816,188	3,700,000	0	3,066,060	12,893,396	12,603,809	10,167,790
29 Total Transfers Out	176,214	907,596	1,182,410	0	515,512	0	862,587	3,644,319	3,560,387	3,466,018
30 Total ALL Expenditures/Fund Transfers Out	3,892,904	1,502,054	1,182,410	1,816,188	4,215,512	0	3,928,647	16,537,715	16,164,196	13,633,808
31 Excess Revenues & Other Sources Over										
32 (Under) Expenditures/Transfers Out	-268,136	43,968	91,455	0	2,363,389	1,000	-384,654	1,847,022	2,142,461	339,699
33 Beginning Fund Balance July 1	952,900	976,999	699,588	9,240	6,001,706	101,325	986,768	9,728,526	7,586,065	7,246,366
34 Ending Fund Balance June 30	684,764	1,020,967	791,043	9,240	8,365,095	102,325	602,114	11,575,548	9,728,526	7,586,065

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,367,000	445,788	1,812,788	3,400	0	1,816,188	0
NON GO - TOTAL	81,000	24,168	105,168	3,452	0	108,620	0
GRAND - TOTAL	1,448,000	469,956	1,917,956	6,852	0	1,924,808	0

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2024 - June 30, 2025

City of: MOUNT VERNON

The City Council will conduct a public hearing on the proposed Budget at: Mount Vernon City Hall, Council Chambers 213 First Street NW Mount Vernon, IA 52314 Meeting Date: 4/15/2024 Meeting Time: 06:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

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

The estimated Total tax levy rate per \$1000 valuation on regular property 13.33601

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

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

Phone Number
(319) 895-8742 ext: 103

City Clerk/Finance Officer's NAME
Marsha Dewell, City Clerk

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	2,128,054	2,001,890	2,022,257
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	2,128,054	2,001,890	2,022,257
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,269,365	1,261,400	934,684
Other City Taxes	6	1,220,455	1,264,650	1,149,970
Licenses & Permits	7	20,200	16,590	19,108
Use of Money and Property	8	331,255	431,060	351,543
Intergovernmental	9	1,518,939	1,582,755	1,172,361
Charges for Fees & Service	10	3,528,025	3,400,600	3,162,566
Special Assessments	11	0	0	0
Miscellaneous	12	134,125	130,625	177,644
Other Financing Sources	13	4,590,000	4,656,700	1,517,356
Transfers In	14	3,644,319	3,560,387	3,466,018
Total Revenues and Other Sources	15	18,384,737	18,306,657	13,973,507
Expenditures & Other Financing Uses				
Public Safety	16	1,847,740	1,800,540	1,587,376
Public Works	17	566,808	604,175	724,564
Health and Social Services	18	0	0	0
Culture and Recreation	19	1,055,018	981,825	982,363
Community and Economic Development	20	107,650	267,450	236,256
General Government	21	733,932	673,135	618,737
Debt Service	22	1,816,188	1,554,209	1,426,287
Capital Projects	23	3,700,000	3,841,375	1,757,778
Total Government Activities Expenditures	24	9,827,336	9,722,709	7,333,361
Business Type / Enterprises	25	3,066,060	2,881,100	2,834,429
Total ALL Expenditures	26	12,893,396	12,603,809	10,167,790
Transfers Out	27	3,644,319	3,560,387	3,466,018
Total ALL Expenditures/Transfers Out	28	16,537,715	16,164,196	13,633,808
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	1,847,022	2,142,461	339,699
Beginning Fund Balance July 1	30	9,728,526	7,586,065	7,246,366
Ending Fund Balance June 30	31	11,575,548	9,728,526	7,586,065

AGENDA ITEM # G – 5

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

DATE: April 15, 2024

AGENDA ITEM: Resolution #4-15-2024E

ACTION: Motion

SYNOPSIS: The following resolution needs to be approved once resolutions A-C are complete. Resolution #4-15-2024E establishes the electronic bidding procedures for the full \$4,840,000.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #4-15-2024E

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

April 15, 2024

The City Council of the City of Mount Vernon, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT

WHEREAS, in conjunction with its Municipal Advisor, Speer Financial, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication and to authorize distribution of the Preliminary Official Statement in connection with the offering of the Notes for sale.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall

determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids by facsimile machine and through the SPEERAUCTION Competitive Bidding System described in the Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 15th day of April, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned City Clerk of the City of Mount Vernon, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

DRAFT

We hereby certify that we have examined a certified transcript of the proceedings of the City Council and acts of administrative officers of the City of Mount Vernon, State of Iowa (the "Issuer"), relating to the issuance of General Obligation Capital Loan Notes, Series 2024, by said City, dated June 4, 2024, in the denomination of \$5,000 or multiples thereof, in the aggregate amount of \$ _____ (the "Notes").

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion as bond counsel.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the resolution authorizing the Loan Agreement and issuance of the Notes (the "Resolution") and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination and in reliance upon the certified proceedings and other certifications described above, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a body corporate and politic and political subdivision of the State of Iowa with the corporate power to adopt and perform the Resolution and Loan Agreement and issue the Notes.
2. The Loan Agreement and Notes are valid and binding general obligations of the Issuer.
3. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Notes. Taxes have been levied by the Resolution for the payment of the Notes and the Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Notes to the extent the necessary funds are not provided from other sources.
4. Interest on the Notes is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. Failure to

DRAFT

City of Mount Vernon, State of Iowa

\$ _____ General Obligation Capital Loan Notes, Series 2024

Page 2

comply with certain of such requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Notes. Further, we express no opinion regarding tax consequences arising with respect to the Notes other than as expressly set forth herein.

The rights of the owners of the Notes and the enforceability of the Notes are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

USE FOR COMPETITIVE SALES – 3 BIDS RECEIVED

EXHIBIT A

MOUNT VERNON, IOWA
\$[PRINCIPAL AMOUNT]
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. Defined Terms.

a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 6, 2024.

d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance

with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A
EXPECTED OFFERING PRICES
(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

(Attached)

USE FOR GENERAL RULE 10% - PUBLIC SALE

EXHIBIT A

MOUNT VERNON, IOWA
[\$[PRINCIPAL AMOUNT]
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

- a) ***Issuer*** means City of Mount Vernon, Iowa, a municipal corporation in the State of Iowa.
- b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.
- c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.
- d) ***Underwriter*** means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A

SALE PRICES

(Attached)

USE IF SOME MATURITIES SUBJECT TO HTP, OTHERS 10% RULE

EXHIBIT A

MOUNT VERNON, IOWA
[\$[PRINCIPAL AMOUNT]
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER ("Purchaser")], on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

a) Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

b) As set forth in the Notice of Sale and bid award, Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 13, 2024), or (ii) the date on which Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) ***Issuer*** means the City of Mount Vernon, Iowa, a municipal corporation in the State of Iowa.

e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 6, 2024.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

[UNDERWRITER]

By: _____

Name: _____

Dated: [ISSUE DATE]

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

(Attached)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Mount Vernon, State of Iowa (the "Issuer"), in connection with the issuance of \$ _____ General Obligation Capital Loan Notes, Series 2024 (the "Notes") dated June 4, 2024. The Notes are being issued pursuant to a Resolution of the Issuer approved on May 20, 2024 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2024.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2023/2024 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption Debt Information: "Debt Limitation", "Summary of Outstanding General Obligation Bonded Debt", "General Obligation Debt", "Statement of Bonded Indebtedness" ; Property Assessment and Tax Information (formerly identified as "Property Tax Information"): "Actual (100%) Valuations for the City", "Taxable (Rollback) Valuations for the City", "Tax Extensions and Collections", "Principal Taxpayers", "Property Tax Rates"; Financial Information: "Cash Basis Statement of Activities and Net Position", "Statement of Cash Receipts, Disbursements, and Changes in Cash Balances".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;

v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but

not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made

will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 4th day of June, 2024.

CITY OF MOUNT VERNON, STATE OF
IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION

Name of Issuer: City of Mount Vernon, Iowa.

Name of Note Issue: \$ _____ General Obligation Capital Loan Notes, Series 2024

Dated Date of Issue: June 6, 2024

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF MOUNT VERNON, STATE OF IOWA

By: _____
Its: _____

AGENDA ITEM # G – 6

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

DATE: April 15, 2024

AGENDA ITEM: Resolution #4-15-2024F

ACTION: Motion

SYNOPSIS: The police station renovation project is now complete. The final contract price for the renovation project is \$1,193,711.12. The retainage of \$59,685.51 is included in pay application #16 and will be released after the 30 day mandatory waiting period.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #4-15-2024F

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

RESOLUTION #4-15-2024F

**RESOLUTION ACCEPTING WORK KNOWN AS THE
MOUNT VERNON-LISBON POLICE DEPARTMENT ADDITION AND
RENOVATION PROJECT WITH
SEPTAGON CONSTRUCTION**

WHEREAS, on November 21, 2022 the City of Mt. Vernon entered into a contract with Septagon Construction for the construction of the Mount Vernon-Lisbon Police Department Addition and Renovation Project, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the Mount Vernon-Lisbon Police Department Addition and Renovation Project, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Architects's report, and

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

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

Section 1. That report recommending approval of said improvements from the City of Mt. Vernon 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 \$1,193,711.12.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$59,685.51 be released to Septagon Construction upon completion of the mandatory waiting period.

PASSED and ADOPTED this 15th day of April, 2024.

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

H. Mayoral Proclamation

Arbor Day Proclamation

- Whereas,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- Whereas,** the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- Whereas,** Arbor Day is now observed throughout the nation and the world, and
- Whereas,** trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,** trees are a renewable resource giving us paper, wood for our houses, fuel for our fires and countless other wood products, and
- Whereas,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Thomas M. Wieseler, Mayor of the City of Mt. Vernon, do hereby proclaim April 26, 2024 as

Arbor Day

in the City of Mt. Vernon, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Thomas M. Wieseler
Mayor of Mt. Vernon, Iowa
April 15, 2024

I. Old Business

AGENDA ITEM # I – 1

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

DATE:	April 15, 2024
AGENDA ITEM:	Trail Art Funding Request
ACTION:	Motion

SYNOPSIS: Staff is asking for this item to remain tabled until the Park and Rec Board has an opportunity to review their CIP requests.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, APRIL 15, 2024

PAYROLL	CLAIMS	107,044.63
JEO CONSULTING	DOWNTOWN STREETScape-LOST III	48,275.40
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	36,359.37
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	23,511.68
HAWKEYE COMMUNICATIONS INC	FIRE ALARM SYSTEM-PD CONST	15,935.60
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,434.59
US BANK	CREDIT CARD CHARGES-ALL DEPTS	6,120.09
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	5,992.31
CARRICO AQUATIC RESOURCES INC	SUMMER SERVICE AGREEMENT-POOL	4,225.00
TRI-CITY ELECTRIC CO OF IOWA	SECURITY UPGRADE-PD CONST	2,783.08
STATE HYGIENIC LAB	TESTING-SEW	2,684.00
LYNCH DALLAS PC	LEGAL FEES-P&A	2,535.50
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	2,275.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	2,213.94
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	2,025.00
KONE INC	ELEVATOR MAINT CONTRACT-LBC	1,706.76
PNP	FUEL-PD	1,595.06
LISBON, CITY OF	AMB DIRECTOR CONTRACTED SALARY	1,545.88
BAKER GROUP	HVAC MAINT-LBC	1,542.21
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,492.23
MOTOROLA SOLUTIONS INC	SOFTWARE-PD	1,216.16
RICHARD BURROUGHS	CEMETERY MAINT	1,073.00
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	1,055.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	985.00
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	904.15
BANKCARD 8076	CREDIT CARD FEES-LBC,POOL,P&REC	889.90
NIGHT SHIFT LLC	CLEANING SERVICE-PD	867.84
STUDENT PUBLICATIONS INC	EMPLOYMENT AD-PW	842.40
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-ALL DEPTS	759.37
AMAZON CAPITAL SERVICES	CTW SUPPLIES-P&REC	741.00
DSG	SUPPLIES-WAT	560.17
MARTIN GARDNER ARCHITECTURE	CONSTRUCTION ADMIN-PD CONST	556.36
KIECKS	UNIFORMS-PD	504.98
INTERNATIONAL CITY COUNTY MGMT	MEMBERSHIP-ALL DEPTS BOREN	483.21
ECICOG	ZONING ORD REVIEW-P&A	450.00
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-LBC	447.07
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-PD	378.62
RC TECH	CAMERA SERVICE-SW	373.00
MEDIACOM	PHONE/INTERNET-SEW	349.71
CAMPBELL SUPPLY CEDAR RAPIDS	MOWING SUPPLIES-P&REC	323.16
ALEX VOLKOV	UNIFORMS-WAT,SEW	319.94
CARQUEST OF LISBON	VEHICLE/EQUIP MAINT-ALL DEPTS	316.12
MEDIACOM	PHONE/INTERNET-PW	315.40
AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES-LBC	290.54
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-P&REC	287.73
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	287.28
MEDIACOM	PHONE/INTERNET-FD	273.44
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	255.00
US CELLULAR	CELL PHONE-PD	247.51
EVER-GREEN LANDSCAPE NURSERY	EROSION CONTROL-PD	240.00
COMPUTER PROJECTS OF ILLINOIS	SOFTWARE-PD	218.00
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	165.33
CAUSE TEAM	UNIFORMS-ALL DEPTS	153.00
THE DAILY IOWAN	EMPLOYMENT AD-PW	149.76
GARY'S FOODS	SUPPLIES-ALL DEPTS	149.63
IA STATE RESERVE LAW OFFICERS	TRAINING-PD	145.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, APRIL 15, 2024

TECH SOLUTIONS	FIRE ALARM MONITORING-LBC	136.35
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	136.24
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	134.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	124.42
VERMEER SALES & SERVICE INC	FUEL LEVEL SENSOR-RUT	107.30
AIRGAS INC	CYLINDER RENTAL FEE-PW	101.78
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-LBC	100.00
MACQUEEN EQUIPMENT	EQUIP MAINT-RUT	99.78
RICKARD SIGN AND DESIGN CORP	TABLE BANNER-PD	85.00
P&K MIDWEST INC	EQUIP MAINT-RUT	83.97
CITY LAUNDERING CO	SERVICES-CITY HALL	79.69
MARION, CITY OF	STOP LIGHT BULB-RUT	60.00
NEAL'S WATER CONDITIONING	WATER/SALT-FD	45.75
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	40.00
NEAL'S WATER CONDITIONING	WATER/SALT-CITY HALL	34.75
SYDNEY ABODEELY	REFUND-POOL	33.00
KURT CROCK	REFUND-ANIMAL CONTROL	25.00
MARSHA DEWELL	MILEAGE-P&A	22.78
KELLI ANDRESEN MUELLER	REFUND-POOL	18.00
NEAL'S WATER CONDITIONING	WATER/SALT-PD	12.75
NEAL'S WATER CONDITIONING	WATER/SALT-LBC	12.75
LANGUAGE SERVICES	INTERPRETATION SERVICES-PD	11.55
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		304,330.36

FUND EXPENSE TOTALS		
PAYROLL		107,044.63
GENERAL FUND		53,437.96
LOST II UR & STREETSCAPE		48,275.40
SOLID WASTE		40,808.25
POLICE STATION CONSTRUCTION		19,418.69
SEWER FUND		10,687.79
LBC		9,402.54
WATER FUND		8,352.43
ROAD USE TAX FUND		5,443.89
STORM WATER FUND		1,425.78
COTTONWOOD LMI PROJECT		33.00
TOTAL		304,330.36

FY24 MARCH REVENUE		
PUBLIC WORKS		229,533.52
GENERAL GOVERNMENT		165,177.36
CULTURE-RECREATION		45,135.78
PUBLIC SAFETY		14,451.37
TOTAL		454,298.03

AGENDA ITEM # J – 2

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

DATE:	April 15, 2024
AGENDA ITEM:	CDG Director Job Description
ACTION:	Motion

SYNOPSIS: CDG has submitted a new job description for the CDG Executive Director. Chapter 26 of the municipal code requires City Council affirmation of the appointment, removal, and compensation of the CDG Director (including job description approval).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

Mount Vernon-Lisbon Community Development Group (CDG) Executive Director Job Description

POSITION SUMMARY

The Executive Director coordinates programs and activities of the Mount Vernon-Lisbon Community Development Group (CDG), whose mission is to develop and promote the business environment, including but not limited to our Main Street district, and to enhance the quality of life in the communities of Mount Vernon and Lisbon. The Executive Director is the principal onsite staff person responsible for coordinating all program activities, committees, volunteers, and daily operations of the CDG through utilization of the Main Street America's Main Street Approach™.

SUPERVISION

Direct supervision provided by the president of the Community Development Group Board of Directors with guidance from the Board. Mount Vernon city code dictates the position appointment and the establishment of powers and duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develops, in conjunction with the CDG Board of Directors and city leaders, strategies for downtown economic vitality. Becomes familiar with all persons and groups directly or indirectly involved in the downtown commercial district. Assists Board and committees in developing an annual action plan focused on four areas: design, promotion, organization and economic vitality.
- Manages all administrative aspects of the program, including purchasing, record keeping, budget development and office management. Prepares all reports required by the Main Street Iowa program and by the National Main Street Center.
- Coordinates the activities of CDG committees, ensuring that communication between committees is well established; assists committees with implementation of work plan items.
- Assists in the coordination of joint promotional events, such as seasonal festivals or cooperative retail promotional events to increase attendance/participation. Works closely with the local media and CDG social media manager to ensure maximum event coverage. Encourages design excellence in all aspects of promotion to increase tourism and enhance the quality of life in the communities we serve.
- Establishes a strong relationship between downtown interests and CDG through regular and consistent interactions. Provides advice and information on available resources related to successful business management.
- Assists individual tenants and property owners with identifying and applying for business improvement programs such local, state and national grants.
- Develops and conducts ongoing public awareness and education relating to CDG program activities, goals and objectives, and assets in Mount Vernon and Lisbon. Keeps the program highly visible in the community through speaking engagements, media interviews and public appearances.

- Serves as liaison between the CDG and City Administrators for Mount Vernon and Lisbon
- Represents the community at the local, state and national levels to important constituencies by building productive working relationships with those agencies.
- Supervises additional staff such as social media manager and summer intern.

EDUCATION AND EXPERIENCE

A degree in the following areas: marketing/communications, finance, design, planning, public administration, retailing, non-profit administration, or small business development preferred. Years of experience can be substituted for a degree. The executive director must understand the issues confronting downtown business people, property owners, public agencies and community organizations. High school diploma or GED equivalent required. Valid Iowa drivers license required.

JOB REQUIREMENTS

The executive director must be well organized, comfortable speaking in public, and capable of functioning effectively in an independent situation. Excellent verbal and written communication skills are essential. The executive director should have computer skills and knowledge of Microsoft Word, Excel, QuickBooks, Google Suite, social media and use of online forms/programs.

Ability to work in all weather conditions. Ability to handle varied job conditions, including standing, lifting up to 25 lbs, and desk work. Job includes occasional nights and weekends. The executive director must be willing to travel to required and optional training opportunities.

PREFERRED SKILLS

Grant writing, website management, project management

The City of Mount Vernon is an Equal Opportunity Employer and recognizes Veterans preference.

SALARY AND BENEFITS

The CDG Executive Director position is a city of Mount Vernon position with benefits that include health, dental, vision, FSA accounts, and IPERS. The salary range for this position is \$40,000-\$60,000.

APPLICATION PROCESS

To apply, submit your resume, cover letter, and recommendations by May 10, 2024 to: board@visitmvl.com or mail to: Mount Vernon City Administrator, % CDG application, 213 1st Street NW, Mount Vernon, IA 52314.

Updated: April 2024

AGENDA ITEM # J – 3

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

DATE:	April 15, 2024
AGENDA ITEM:	Pay Application #3 – Sewer Cleaning Project
ACTION:	Motion

SYNOPSIS: Pay application #3 is in the amount of \$20,025.49 and completes the contract payments for phase 1, minus the retainage. The city will now move to stage 2 of the sewer project, completing \$800,000 in necessary repair work to the existing system.

BUDGET ITEM: Linn County ARPA Funding

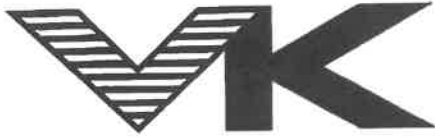
RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #3

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

PAY ESTIMATE NO. 3

Sewer Cleaning
Mount Vernon, IOWA

April 4, 2024

Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

Contract Amount \$105,251.92
Contract Date
Pay Period Jan. 17, 2023 - April 04,

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
1.2	Televising 6"-15" Sanitary Sewer	LF	66,392	\$ 0.62	\$ 41,163.04	52,333	\$ 32,446.29
1.3	Easement Televising 6"-15" Sewer	LF	0	\$ 1.86	\$ -	14,059	\$ 26,149.50
1.4	Cleaning 6"-15" Sewer (≤2 passes)	LF	66,392	\$ 0.89	\$ 59,088.88	65,350	\$ 58,161.50
1.5	Heavy Cleaning 6"-15" Sewer	LF	0	\$ 1.78	\$ -	1,838.57	\$ 3,272.65
1.6	Easement Cleaning 6"-15" Sewer	LF	0	\$ 2.67	\$ -	14,058.87	\$ 37,537.18
1.7	Heavy Easement Cleaning	LF	0	\$ 5.34	\$ -		\$ -
1.8	Root Cutting	LF	0	\$ 0.98	\$ -	3,673.60	\$ 3,600.13
1.9	Disposal	LS	xxxxx	\$ 250.00	\$ -	7	\$ 1,750.00
					Contract Price:	\$ 105,251.92	\$ 167,917.26

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 105,251.92	\$ 167,917.26
Approved Change Order (list each)		
Revised Contract Price	\$ 105,251.92	\$ 167,917.26

		Stored	
		Total Earned	\$ 167,917.26
		Retainage (5%)	\$ 8,395.86
		Total Earned Less Retainage	\$ 159,521.39
Total Previously Approved (list each)	Pay Estimate No. 1	\$ 47,931.14	
	Pay Estimate No. 2	\$ 91,564.76	

Total Previously Approved \$ 139,495.90
Amount Due This Request \$ 20,025.49

Percent Complete 100%

The amount \$20,025.49 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Hydro-Klean, LLC
Signature: Brett S. Maher
Name: Brett S. Maher
Title: Controller
Date: 04/04/24

Recommended By:
Veenstra & Kimm, Inc.
Signature: [Signature]
Name: Eric Gould
Title: Engineer
Date: April 4, 2024

Approved By:
Mount Vernon, Iowa
Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM # J – 4

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

DATE:	April 15, 2024
AGENDA ITEM:	RFP – Water Meter Replacement Project
ACTION:	Motion

SYNOPSIS: The enclosed RFP includes the project specifications and bidding procedures for the \$1,000,000 water meter replacement project. Responses for the RFP/bid are due on May 2, 2024, and the public hearing to consider the winning bid will be set for May 6, 2024.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024

SPECIFICATIONS

FOR

METERING AND BILLING INFRASTRUCTURE PROGRAM

MOUNT VERNON, IOWA



**SPECIFICATIONS
FOR
METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Date:



David R. Schechinger, P.E.
Iowa License No. 16538
My license renewal date is December 31, 2024

Detailed parts covered by this seal:

ALL

Prepared by
VEENSTRA & KIMM, INC.
Coralville,
Iowa

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**METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

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END OF SECTION

NOTICE TO BIDDERS

METERING AND BILLING INFRASTRUCTURE PROGRAM MOUNT VERNON, IOWA

Sealed proposals will be received by the City of Mount Vernon, Iowa, at City Hall, 213 First Street NW, Mount Vernon, Iowa 52314, until 2:00 P.M. on the 2nd day of May, 2024, for the construction of the Metering and Billing Infrastructure Program, as described in the plans and specifications therefor, now on file in the office of the City Clerk of Mount Vernon, Iowa. Proposals received will be opened and tabulated immediately thereafter. Proposals will be acted upon by said City at that time or at such later time and place as then may be fixed.

Work on the improvements shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council and be completed as stated below.

The work will include but is not limited to the following improvements:

METERING AND BILLING INFRASTRUCTURE (MBI) PROGRAM

The MBI shall consist of three components: Water metering installation in private and municipal structures, design and implementation of municipal billing software system, and identification and documentation of lead water service lines.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from RAPIDS REPRODUCTIONS, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240. Contact Rapids Reproductions at 319-354-5950 or email iowacity@rapidsrepro.com. A refundable deposit of \$30 is required. Please make checks to Veenstra & Kimm, Inc. Mail said deposit checks to Rapids Reproductions, 415 Highland Avenue, Suite 100, Iowa City, Iowa 52240, Attn: Jill Chambers. Upon receiving deposit check, plans and specifications will be mailed out. When plans and specifications are returned in good condition within 14 days of the award date of the project, deposit checks will be returned.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alternations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal

to five percent (5%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of five percent (5%) of the bid.

The bid security should be made payable to the CITY OF MOUNT VERNON, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form bound in the specifications.

No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

On the basis of the bids received, the City Council may propose award for the contract. It is anticipated that such approval will be made within fifteen (15) days after application for approval of the proposed award. No claims for compensable delay shall arise as a result of delay in the approval of award.

Bidder may be required to demonstrate the compatibility of the meter reading software with the City's existing utility billing software before bid is accepted.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the City Council.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the City of Mount Vernon, Iowa for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract.

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed and shall have all work required for Metering and Billing Infrastructure Program complete by November 30, 2024, subject to any extensions of time which may be granted by the City Council.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day shall be assessed for each calendar day that work on the contract remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Payment to the Contractor for said improvements will be from any one of the following sources at the sole discretion of the City Council: (1) cash to be derived from the proceeds of the issuance and sale of Water Revenue Bonds, which will be payable solely and only out of the future net revenues of the Municipal Water Utility, and/or from such other cash funds on hand of said Utility as may be lawfully used for said purpose; (2) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said City; (3) cash from such general funds of said City as may be legally used for such purpose; or (4) cash from public facilities set-aside fund.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety five percent (95%) of the contract value of the work completed and payments made to material suppliers for materials ordered specifically for the project or delivered to the site during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the City for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payments will be due until the Contractor has certified to the City that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. Proof of purchase amount and verification of insurance for stored materials must be provided with any request for payment of stored materials.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

The City of Mount Vernon reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Posted by the order of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA
Thomas Wieseler, Mayor

NOTICE OF PUBLIC HEARING

**METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE METERING AND BILLING INFRASTRUCTURE PROGRAM FOR THE CITY OF MOUNT VERNON, IOWA.

The Council of the City of Mount Vernon, in Linn County, Iowa, will meet at the City Hall in said Municipality, on the 6th day of May, 2024, at 6:30 p.m., at which time and place, a hearing will be held on the plans and specifications, proposed form of contract and estimate of cost for the construction of the following improvements:

METERING AND BILLING INFRASTRUCTURE (MBI) PROGRAM

The MBI shall consist of three components: Water metering installation in private and municipal structures, design and implementation of municipal billing software system, and identification and documentation of lead water service lines; and miscellaneous associated work, including cleanup.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

This notice is given by order of the Council of the City of Mount Vernon, Iowa.

CITY OF MOUNT VERNON, IOWA
Thomas Wieseler, Mayor

SECTION 00100

INSTRUCTIONS TO BIDDERS

**METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

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PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 DEFINITION OF TERMS

- A. "Owner" and "City" shall mean the City of Mount Vernon, acting through the City Council or an authorized representative of the City Council.
- B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- C. "Bidder" shall mean any person who submits a Proposal to furnish the work described in the Contract Documents.
- D. "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- E. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.

- F. "Engineer" shall mean Veenstra & Kimm, Inc. of Coralville, Iowa.
- G. "Standard Drawings" shall mean construction detail drawings bound with these specifications.
- H. "Work" shall mean the work to be done and the equipment, materials, supplies and be furnished under the contract, unless some other meaning is indicated by the context.
- I. "Station", "Sta." shall mean one hundred (100) linear feet measure.

1.02 CONTRACT DOCUMENTS

- A. Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:
 - 1. Notice to Bidders
 - 2. Notice of Public Hearing
 - 3. Instructions to Bidders
 - 4. Proposal
 - 5. Contract
 - 6. Bond
 - 7. General Conditions
 - 8. Special Conditions
 - 9. Plans List
 - 10. Detailed Specifications
 - 11. Plans listed in the specifications
 - 12. Numbered addenda issued to the foregoing.

1.03 EXAMINATION OF WORK

- A. Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

1.04 QUALIFICATIONS OF BIDDERS

- A. Bidders shall be prepared to satisfy Owner as to integrity, adequacy of equipment and personnel, and financial ability to perform work specified.
- B. If successful bidder is a non-Iowa corporation, they shall submit proof to Owner prior to execution of contract that they have been authorized by Secretary of State to do business in Iowa.

1.05 METHOD OF BIDDING

- A. Bidders shall submit unit and lump sum prices for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- B. Additional items to be Submitted with Bid:
 - 1. References from at least five (5) similar utility installations with contact name and phone number.
 - 2. Description of Training and Programming, and location of nearest service staff.
 - 3. Detailed Catalog Information with Specifications for all Equipment quoted.
 - 4. Statement of Compatibility with City utility billing software.
 - 5. Software requirements: speed, memory, operating system and any special requirements.
- B. Bids will be computed using quantities shown in proposal. Unit price quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.
 - 1. In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.
 - 2. In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.
- C. Bids will be evaluated on the basis of the work shown on the plans and specifications. Low bidder will be determined based on lowest responsible bidder submitting the lowest responsive bid as deemed in the best interest of the City.
- D. Unit prices for payment items included in the specifications, but not listed in the proposal, will be negotiated, if needed.

1.06 SUBMISSION OF BIDS

- A. Bidders shall submit the Proposal stamped "Official Bid". The Proposal stamped "Official Bid" is considered the original Proposal and shall be used for bidding. Submit in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:
City Clerk
City Hall
213 First Street NW
Mount Vernon, Iowa 52314

Proposal for:
Metering and Billing Infrastructure Program

- B. Bids shall be signed by a legally authorized representative of the bidder.
- C. Mark each envelope with "Sealed Bid. Do Not Open."
- D. Bidders shall submit with Proposal the following documents:
 - 1. Executed Certification of Non-segregated Facilities.
 - 2. Executed Certification Regarding Debarment, Suspension and Other Responsibility Matters.
 - 3. Executed Disadvantaged Business Enterprise (DBE) Certification Form.
 - 4. Executed DBE Program Subcontractor Performance Form.
 - 5. Executed DBE Program Subcontractor Utilization Form.
- E. Bidders shall submit the Bidder Status Form with the Proposal.

1.07 BID SECURITY

- A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.
- B. Bid security shall be enclosed in a sealed envelope with the bid, or in a separate sealed envelope.
- C. The bid security shall be forfeited and become the property of the Owner in case the bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after their proposal shall have been accepted.
- D. Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- E. Use bid bond form included with specifications.

1.08 EVALUATION OF BIDS

- A. Award of contract will be made on the lowest, responsive, responsible bid for Base Bid only, or any combination of Base Bid and Alternate Bids as selected by the City that is in the best interest of the City of Mount Vernon.

- B. Award of contract will not consider the "Alternate" major equipment items or products.
- C. The City Council reserves the right to reject any and all bids, and to waive informalities or technicalities and to enter into such contract as it shall deem for the best interest of the City.

1.09 WITHDRAWAL OF BIDS

- A. A bidder may withdraw their bid at any time prior to scheduled closing time for receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days thereafter.

1.10 EXECUTION OF CONTRACT

- A. The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of their proposal on the forms included with these specifications, for the performance of the work awarded to him.
- B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

1.11 CONTRACT TERMINATION

- A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

1.12 TAXES

- A. The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- B. Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.

- C. Income tax:
 - 1. Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - 2. If successful bidder is a non-Iowa partnership, individual or association, they shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

1.13 PREFERENCE FOR LABOR AND MATERIALS

- A. Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to local concerns in purchase of materials, insurance and bonds.
- B. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.
 - 1. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

1.14 PAYMENT

- A. Payment will be made in cash as set forth in Notice to Bidders.
- B. Payments will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or material.

1.15 APPROVAL OF MATERIALS

- A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from the Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

1.16 PERIOD OF GUARANTEE AND BOND

- A. Contractor shall guarantee work for a period of two (2) years from the date of final acceptance of the work by the Owner as provided for in the Code of Iowa. Performance Bond furnished by Contractor shall run for a like period. Payment Bond furnished by Contractor shall remain in full force and effect until all bills are paid.

1.17 SOIL BORINGS

- A. Soil borings have not been made in the area of the project.

- B. Obtain permission of Owner to make soil borings on this site.
- C. Bidders responsible for obtaining utility locates and for any utilities damaged by soil boring activities.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

PROPOSAL

**METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314

The undersigned bidder submits herewith bid security amounting to five percent (5%) of the total amount of the bid which shall become the property of the City of Mount Vernon should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized itself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services, and materials and to perform the work described in the specifications, within the time and for the sum or sums stated hereinafter on attached proposal schedule; which proposal schedule is hereby made a part of this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of this proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

PROPOSAL SCHEDULE

**METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

1. Base Bid: Water metering installation in private and municipal structures, design and implementation of municipal billing software system, and identification and documentation of lead water service lines; and miscellaneous associated work, including cleanup:

List proposed meter manufacturer and model: _____

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	Mobilization	LS	1	\$ _____	\$ _____
1.2	Furnish New 5/8" Meter	Ea.	1,352	_____	_____
1.3	Furnish New 3/4" Meter	Ea.	4	_____	_____
1.4	Furnish New 1" Meter	Ea.	13	_____	_____
1.5	Furnish New 1 1/2" Meter	Ea.	6	_____	_____
1.6	Furnish New 2" Meter	Ea.	31	_____	_____
	Furnish New 3" Meter	Ea.	3	_____	_____
1.7	Furnish New 4" Meter	Ea.	5	_____	_____
1.8	Furnish New Radio Frequency MIU	LS	1	_____	_____
1.9	Remove Existing 5/8" Meter & Install New 5/8" Meter	Ea.	1,352	_____	_____
1.10	Remove Existing 3/4" Meter & Install New 3/4" Meter	Ea.	4	_____	_____
1.11	Remove Existing 1" Meter & Install New 1" Meter	Ea.	13	_____	_____
1.12	Remove Existing 1 1/2" Meter & Install New 1 1/2" Meter	Ea.	6	_____	_____
1.13	Remove Existing 2" Meter & Install New 2" Meter	Ea.	31	_____	_____
1.14	Remove Existing 3" Meter & Install New 3" Meter	Ea.	3	_____	_____
1.15	Remove Existing 4" Meter & Install New 4" Meter	Ea.	5	_____	_____
1.16	Remove Existing Endpoint & Install New MIU	LS	1	_____	_____
1.17	Provide New AMR Reading System Software & Hardware (including Set- up, Training, & Mobile Transceiver)	LS	1	_____	_____
Total Base Bid (Items No. 1.1-1.17)				\$ _____	_____

2. Alternate Bid – Provide AMI Reading System Software and Hardware (including set-up and training) in place of AMR included in item 1.17.

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2.1	Provide AMI Reading System Software and Hardware (including set-up and training) in place of AMR included in item 1.17				
	ADD / DEDUCT	LS	1	\$ _____	\$ _____
	Total Alternate Bid (Items 2.1)			\$ _____	

3. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid Items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.
4. The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed.
5. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each calendar day that work on the total project remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

**You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.**

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____

_____ of, _____

as Principal, and _____

of _____, as Surety, are held and firmly bound unto the City of Mount Vernon, Iowa, hereinafter defined as Obligee, in the penal sum of five (5%) of the total amount of the bid (\$_____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Mount Vernon, Iowa a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: Metering and Billing Infrastructure Program.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____, day of _____ 2024.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

SECTION 00510

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Mount Vernon, Iowa, party of the first part, hereinafter referred to as the "Owner", and _____, party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the _____ day of _____, 2024, for Metering and Billing Infrastructure Program, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

Water metering installation in private and municipal structures, design and implementation of municipal billing software system, and identification and replacement of lead water service lines; and miscellaneous associated work, including cleanup.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:
 - A. Contract Documents, including:
 1. Notice to Bidders
 2. Notice of Public Hearing
 3. Instructions to Bidders
 4. Proposal
 5. Bond
 6. General Conditions
 7. Special Conditions
 8. Plans List
 9. Detailed Specifications
 10. Plans listed in the specifications
 11. Numbered addenda issued to the foregoing.
 - B. This Instrument.
 - C. The above components are complementary and what is called for by one shall be as binding as if called for by all.
3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.
4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR:

CITY OF MOUNT VERNON, IOWA

By _____
Mayor

By _____

Title _____

ATTEST:

ATTEST:

_____ City Clerk

Title _____

SECTION 00610

BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called the Surety, are held and firmly bound unto

City of Mount Vernon
(Name of Owner)

213 1st Street W, Mount Vernon, Iowa 52314
(Address of Owner)

hereinafter called the OWNER, in the sum of _____
Dollars (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of **METERING AND BILLING INFRASTRUCTURE PROGRAM** which Agreement includes a guarantee of all work against defective workmanship and materials for a period of two (2) years from the date of final acceptance of the work by the OWNER, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the PRINCIPAL shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the OWNER from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any such default,

AND FURTHER, that if the PRINCIPAL shall pay all persons who have contracts directly with the PRINCIPAL for labor or materials, failing which such persons shall have a direct right of action against the PRINCIPAL and Surety under this Obligation, subject to the OWNER's priority,

Then this OBLIGATION shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after three (3) years from the date of final acceptance of the work.

AND PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the OWNER of any extension of time for the performance of the Contract, or any other forbearance on the part of either the OWNER or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND FURTHER PROVIDED, the PRINCIPAL and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the PRINCIPAL or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the OWNER shall retain until completion of the improvements, but the PRINCIPAL and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

THE SURETY ON THIS BOND shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the PRINCIPAL in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the OWNER at the time such work was accepted.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this ____ day of _____, 2024.

PRINCIPAL: _____
Contractor

Signature

Title

SURETY: _____
Surety Company

Signature Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address

(Including Zip Code)

Company Telephone Number

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 00700

GENERAL CONDITIONS

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PART 1 – GENERAL

1.01 CONTRACT DOCUMENTS

- A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- B. Contract Documents shall be signed in triplicate by Owner and Contractor.
- C. Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any

heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

1.02 SURETY BOND

- A. Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

1.03 CONTRACTOR'S RESPONSIBILITY

- A. Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- B. Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- C. Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

1.04 SUBCONTRACTS

- A. Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- B. Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

1.05 CONTRACTOR'S EMPLOYEES

- A. Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- B. Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- C. Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

1.06 PERMITS AND REGULATIONS

- A. In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

1.07 PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

1.08 GUARANTEE

- A. Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.
- B. Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

1.09 SHOP DRAWINGS

- A. Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.
- B. Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

1.10 THE ENGINEER

- A. Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

1.11 PLANS AND SPECIFICATIONS

- A. Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.
- B. Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.
- C. Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

1.12 INTERPRETATION OF PLANS AND SPECIFICATIONS

- A. Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.
- B. Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

1.13 LINE AND GRADE

- A. Engineer shall provide stakes showing line and grade from benchmarks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and

other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

- B. Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

1.14 DECISIONS BY ENGINEER

- A. Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

1.15 WORKMANSHIP AND MATERIALS

- A. All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.
- B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.
- D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- F. When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed

are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.

- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- H. Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- I. Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

1.16 ON-SITE REVIEW OR OBSERVATION

- A. All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.
- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

1.17 RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- A. Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.
- B. Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.

- C. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

1.18 TESTS

- A. Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- B. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- C. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

1.19 TIME

- A. Contractor shall commence work within time specified and shall complete work within time specified in contract.

1.20 DELAYS

- A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- B. Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- C. No extension of time shall be valid unless made in writing by Owner.
- D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

1.21 CHANGES

- A. Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.

- B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- C. Amount due Contractor shall be adjusted for changes in following manner:
 - 1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 2. Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 1.22.B. of "1.22 EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 3. No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.
 - 4. Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

1.22 EXTRA WORK

- A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than ten percent (10%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit. Total for all subcontractors' profits cannot exceed 10% where multiple subcontracts exist.
- B. The term "extra work" as used herein shall not be construed to apply to changes described in "1.21 CHANGES".
- C. No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- D. Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.
- E. No compensation shall be allowed Contractor for office work related to generation of pricing and paperwork associated with processing of change orders. This is part of project management associated with Contract and additional compensation shall not be considered.

1.23 OWNERSHIP OF MATERIALS

- A. All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

1.24 OTHER CONTRACTS

- A. Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.
- B. When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- C. To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

1.25 OWNER'S RIGHT TO DO WORK

- A. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

1.26 OWNER'S RIGHT TO TERMINATE CONTRACT

- A. Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
 - 1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 - 2. Receiver is appointed on account of Contractor's insolvency.

3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
 4. Contractor fails to make prompt payment to subcontractors for material or labor.
 5. Contractor persistently disregards laws and ordinances or instructions of Engineer.
 6. Contractor violates a provision of contract.
- B. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- C. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

1.27 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

1.28 PAYMENTS WITHHELD

- A. Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of Contractor to make payments properly to subcontractors or for materials or labor.
 4. A reasonable doubt that contract can be completed for balance then unpaid.
 5. Damage to another contractor.
 6. Claims of Owner for liquidated damages.
- B. Payments shall be made for amounts withheld when above grounds are removed.

1.29 ACCEPTANCE AND FINAL PAYMENT

- A. When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.
- B. Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

1.30 SUSPENSION OF WORK

- A. Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.
- B. If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

1.31 CLEANING UP

- A. Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

1.32 HAZARDOUS MATERIALS

- A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the Project.
- B. The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period but shall continue through the life of the facility.

1.33 IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

- A. Owner's responsibility:
 - 1. Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.
- B. Contractor's responsibility:
 - 1. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
 - 2. Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 00810

SPECIAL CONDITIONS

**METERING AND BILLING INFRASTRUCTURE PROGRAM
MOUNT VERNON, IOWA**

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PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

PART 1 – GENERAL

1.01 INTENT

- A. To supplement the provisions of the General Conditions by outlining special conditions applicable to project.

1.02 INTERRUPTIONS TO SERVICE

- A. It is necessary that the wastewater treatment facility remain in continuous operation during construction except as noted on plans or specified hereinafter. Select order and methods of construction which will not interfere with plant operation. Interrupt service only with approval of Owner and Engineer.
- B. Existing utilities shall remain in substantially continuous operation during construction, including water, sewer, power and gas lines.
- C. Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to minimum.

1.03 LOCATION

- A. Work is located on public right-of-way, property owned by the City of Mount Vernon, in construction easements across private properties in the City of Mount Vernon, Iowa, and on or in private property.
- B. Transportation facilities:
 - 1. U.S. Highway 30.
 - 2. U.S. Highway 1.

1.04 RIGHT-OF-WAY

- A. Owner will assist Contractor for access to construction on private lands.
- B. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the right-of-ways and easements provided.
- C. Contractor will be held liable by City and adjacent property owners for damages outside the right-of-ways and easements provided; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

1.05 ORDER OF CONSTRUCTION

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- B. Coordinate work with Owner and Engineer to assure orderly and expeditious progress of work.
- C. Contractor shall establish schedule of working hours for construction, subject to approval of Owner and Engineer.
- D. Schedule construction to minimize service interruptions and use of road barricades and detours; clean up each portion of work as it is completed.

1.06 SERVICE FACILITIES

- A. Provide services, including electricity, water and compressed air, to meet own requirements.

1.07 STORAGE OF MATERIALS AND EQUIPMENT

- A. Limited storage space for materials and equipment will be available at project site.

- B. Storage areas subject to approval of Owner and Engineer.
- C. Store materials and equipment in manner which will preserve their quality and fitness.

1.08 CONSTRUCTION FACILITIES BY CONTRACTOR

- A. Provide telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- B. Provide Owner and Engineer with at least 2 telephone numbers at which responsible representatives of Contractor can be reached evenings weekends or holidays.
- C. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- D. Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- E. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- F. Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

1.09 INSURANCE BY CONTRACTOR

- A. Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 1. Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 2. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 - 3. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,00 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
- B. Provide addendum language attached to the Certificate of Insurance which preserves the Owner's immunities. The addendum language is as follows:

"The Companies affording coverage and the Additional Insured, City of Mount Vernon, Linn County, Iowa expressly agree and state that the purchase of this policy of insurance by the insured and the listing of the City of Mount Vernon as an Additional Insured hereunder to not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and the Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

- C. Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- D. Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- E. Owner shall be listed as an additional insured by endorsement.
- F. Notification in event of liability damage: upon occurrence of any event, the liability of which is herein assumed, Contractor agrees to forthwith notify Owner, in writing, such happenings, which notice shall forthwith give details as to the happening, cause as far as can be ascertained, estimate of loss or damage done, names of witnesses, if any, and stating amount of any claim.

1.10 EMPLOYMENT PRACTICES

- A. Contractors, or subcontractors, shall not employ any person whose physical or mental condition is such that their employment will endanger the health and safety of themselves or others employed on the project.

1.11 LINE AND GRADE

- A. Construct to lines and grades to match existing pipe inverts and slopes, and existing location of service lines unless specified differently hereinafter or directed by Owner.
- B. Contractor will perform detailed survey and staking for location, elevation and grade of construction.
- C. Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- D. Contractor shall preserve all monuments, reference points, stakes and benchmarks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.
- E. These conditions supersede conflicting provisions of Section 00700 – General Conditions.

1.12 INSPECTION BY STATE AND FEDERAL PERSONNEL

- A. Provide full access and cooperation for inspection of work by representatives of participating state and federal agencies.

1.13 HISTORICAL/ARCHAEOLOGICAL FINDS

- A. If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, 600 East Grand Avenue, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

1.14 AUDIT

- A. Regional Administrator, the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers and records of Contractor which pertain to the project for purpose of making audit, examination, excerpts and transcriptions thereof.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

DETAILED SPECIFICATIONS

SECTION 01010

GENERAL PROVISIONS

INDEX

PART 1 – GENERAL

- 1.01 FORM
- 1.02 INTENT
- 1.03 INTERPRETATION
- 1.04 WORK INCLUDED
- 1.05 STARTING AND COMPLETION DATES
- 1.06 PLANS AND SPECIFICATIONS
- 1.07 STANDARDS AND CODES
- 1.08 MATERIALS TESTS
- 1.09 RESPONSIBILITY OF CONTRACTOR

- 1.10 TEMPORARY WORK
- 1.11 FINAL REVIEW AND ACCEPTANCE

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 FORM

- A. Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

1.02 INTENT

- A. To set forth requirements of performance, type of construction desired and standards of materials and construction.
- B. To require Contractor to furnish and install materials and perform all work and services described in Contract Documents, unless otherwise specifically indicated.
- C. To require Contractor to perform complete work in spite of omission of specific reference to any minor component part.
- D. To provide for new materials and equipment unless otherwise indicated.

1.03 INTERPRETATION

- A. Report any errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.

1.04 WORK INCLUDED

- A. Furnish labor, materials and equipment to construct Metering and Billing Infrastructure Program as set out in Notice to Bidders.

1.05 STARTING AND COMPLETION DATES

- A. Commence work within 10 calendar days after date set forth in written Notice to Proceed. Complete within time set forth in Notice to Bidders.
- B. Provide adequate personnel and equipment to perform work within time or before completion date set out in Notice to Bidders.
- C. Order all material and equipment immediately after award of contract. Notify Owner and Engineer of scheduled delivery dates for all materials and equipment. Promptly act to accomplish one of the following if Owner and Engineer, in consultation with Contractor, determine delivery dates to be unsatisfactory:
 - 1. Substitute alternate materials and equipment with approval of Owner and Engineer.
 - 2. Expedite delivery of materials and equipment.
- D. Extensions of contract period will be given consideration upon written request of Contractor. Request must include clear, concise reasons for requesting extension and provide data and relevant information to support reasons for extension.
 - 1. Owner expects work to be complete and ready for final acceptance within completion time prior to completion date specified.
 - 2. No extension of contract period will be granted for problems caused by deliveries of materials or equipment.
 - 3. The phrase "complete and ready for final acceptance" is interpreted to mean all items of construction, surface restoration and clean-up have been accomplished to the satisfaction of the Owner and Engineer prior to the completion date for the contract. So-called "punch list" items are included in this definition and must be completed prior to the completion date for the contract.

1.06 PLANS AND SPECIFICATIONS

- A. Engineer will furnish 5 sets of plans and specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- B. Subcontractors and suppliers will be furnished copies of plans and specifications only at request of Contractor.
- C. Provide one set of plans and specifications for each foreman or superintendent in charge of each crew on job.

1.07 STANDARDS AND CODES

- A. Do work in accordance with best present day construction practices.
- B. Unless specifically noted to contrary, conform with and test in accordance with applicable sections of latest revisions of codes and standards of following:
 1. Air Moving and Conditioning Association (AMCA).
 2. American Association of State Highway and Transportation Officials (AASHTO).
 3. American Concrete Institute (ACI).
 4. American Gas Association (AGA).
 5. American Gear Manufacturers Association (AGMA).
 6. American Institute of Steel Construction (AISC).
 7. American National Standards Institute (ANSI).
 8. American Plywood Association (APA).
 9. American Society of Civil Engineers (ASCE).
 10. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).
 11. American Society of Mechanical Engineers (ASME).
 12. American Society for Testing and Materials (ASTM).
 13. American Standards Association (ASA).
 14. American Water Works Association (AWWA).
 15. American Welding Society (AWS).
 16. Anti-friction Bearing Manufacturers Association (AFBMA).
 17. Architectural Woodwork Quality Standards (AWI).
 18. California Redwood Association (CRA).
 19. Factory Mutual Corporation (FM).
 20. Federal Specifications (FS).
 21. Hoist Manufacturer's Institute (HMI).
 22. Hydraulic Institute (HI).
 23. Industrial Fasteners institute (IFI).
 24. Industrial Risk Insurers (IRI).
 25. Institute of Electrical and Electronic Engineers (IEEE).
 26. Insulated Power Cable Engineers Association (IPCEA).
 27. Internal Combustion Engine Institute (ICEI).
 28. Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
 29. Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2023 (IOSHA).
 30. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 31. Mining Enforcement and Safety Administration (MESA).
 32. National Association of Architectural Metal Manufacturers (NAAMM).
 33. National Electrical Manufacturers Association (NEMA).
 34. National Electrical Safety Code (NESC).
 35. National Fire Protection Association, Inc. (NFPA).
 36. National Fire Protection Associations' National Electrical Code (NEC).

37. National Fluid Power Association (NFPA).
38. National Institute for Occupational Safety and Health (NIOSH).
39. National Lumber Manufacturers Association (NLMA).
40. National Safety Council (NSC).
41. National Woodwork Manufacturers Association (NWMA).
42. Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
43. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA).
44. Society of Automotive Engineers (SAE).
45. Steel Door Institute (SDI).
46. Steel Structures Painting Council (SSPC).
47. Underwriters' Laboratories, Inc. (UL).
48. West Coast Lumber Inspection Bureau (WCLB).
49. Western Wood Products Association (WWPA).
50. Standards and codes of the State of Iowa and applicable local standards and codes of the City of Mount Vernon.
51. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contracts.

1.08 MATERIALS TESTS

- A. Submit to Engineer duplicate copies of reports by an independent testing laboratory showing compliance of construction materials with specifications. Selection of testing laboratory subject to approval by Engineer.
- B. Provide samples of materials required for laboratory tests and pay cost of all tests including transportation charges on samples.
- C. Provide samples of materials and forms for preparing concrete compression cylinders required for laboratory tests; sampling of materials at site and preparation of concrete compression cylinders shall be performed by Contractor with approval of procedures by Engineer.
- D. Ship no materials to the job until laboratory tests have been furnished which show compliance of materials with the specifications.
- E. All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- F. Laboratory tests for materials:
 1. Ductile iron pipe: certify that pipe conforms to ANSI A21.51.
 2. Steel casing pipe: certify that pipe conforms to ASTM A53 or A139.
 3. Polyvinylchloride sanitary sewer pipe: certify that pipe conforms to ASTM 3034.
 4. Polyvinylchloride water main pipe: certify that pipe conforms to AWWA C900.
 5. Reinforced concrete pipe: certify that pipe conforms to ASTM C76.
 6. Copper service pipe: certify that pipe conforms to ASTM B88.

7. PEX service pipe: certify that pipe conforms to designation code PEX 1306, or higher, according to ASTM F876 and conform to standard dimension ratio of SDR9.
8. Portland cement: bin sample for entire requirement, ASTM C150.
9. Portland cement concrete aggregates: one (1) sample of each, ASTM C33.
10. Aluminum alloys: certify that materials provided meet requirements of specifications; if specified alloys are not furnished, note on submittals and request approval of substitutions.
11. Reinforcing and structural steel: furnish original and one copy of certified test report by manufacturer.
12. Welded wire fabric: furnish original and one copy of certified test report by manufacturer.

G. See Section 01300 – Submittals, for other requirements.

1.09 RESPONSIBILITY OF CONTRACTOR

- A. Contractor shall continuously maintain adequate protection of all of its work from damage and shall protect Owner's property from injury or loss arising in connection with this contract; Contractor shall make good any such damage, injury or loss; Contractor shall adequately protect adjacent property as provided by law and the contract documents; Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority of location conditions.
- B. In an emergency affecting safety of life, work or adjoining property, Contractor, without special instruction or authorization from Engineer, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and Contractor shall so act, without appeal, if so instructed or authorized, any compensation claimed by Contractor on account of emergency work, shall be determined by agreement or arbitration.
- C. If in the opinion of the Engineer, Contractor has not taken sufficient precautions for safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and place as the Engineer may consider necessary and adequate.
- D. Cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due to the Contractor; performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by Engineer.

- E. Safety shall be the responsibility of the Contractor; all excavations shall comply with the latest requirements of OSHA 29 CFR Part 1926, Subpart P, Excavations; Contractor shall be responsible for safety items including but not limited to confined space entry, traffic control, trench and OSHA requirements; Contractor agrees to hold harmless and indemnify the Owner and Engineer and the employees or agents of the Owner and Engineer against any liability sustained from the Contractor's negligent acts, errors, or omissions.
- F. Cooperate with Owner, Engineer and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operation.
- G. Keep cleanup current with construction operations.
- H. Utilize construction techniques and take necessary precautions to minimize the possibility of erosion caused by construction operations.
- I. Comply with all Federal, State of Iowa and City of Mount Vernon laws and ordinances.

1.10 TEMPORARY WORK

- A. Make all temporary connections necessary for maintaining utility service during course of work.
- B. Construct temporary drains or bulkheads to keep work in the dry.

1.11 FINAL REVIEW AND ACCEPTANCE

- A. Notify Engineer when installation is considered to be complete and ready for final review.
- B. Owner will accept work and make final payment to Contractor.
 - 1. When Engineer has certified that he has reviewed the work of Contractor and stated that the work is complete and in substantial conformance with specifications.
 - 2. When Contractor has filed with Owner and Engineer documents called for in specifications.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01040

SPECIAL CONSTRUCTION

INDEX

PART 1 – GENERAL

- 1.01 DESCRIPTION
- 1.02 COOPERATION WITH OTHERS
- 1.03 WATER AND SEWER SERVICE CONNECTIONS AND RECONNECTIONS
- 1.04 CONTINUITY OF EXISTING UTILITY SYSTEMS
- 1.05 CONTAMINATED SOIL FINDS

- 1.06 TRAFFIC CONTROL
- 1.07 WEATHER LIMITATIONS

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Procedures outlined below are not intended to fully cover all special procedures or emergencies which may arise during construction but are offered as an aid to Contractor in planning work; Contractor will cooperate with City and Engineer to minimize inconvenience, construction delays and interruptions to street traffic.
- B. Determine location of underground utilities and piping before starting excavation work; locations of underground appurtenances are approximate and not guaranteed by Owner or Engineer; arrange utility relocations with Owner and utilities through Iowa One Call.
- C. Dispose of materials removed during construction at locations as approved by Owner and Engineer.
 - 1. Dispose of waste products containing putrescible materials at approved landfill.
 - 2. Dispose of surfacing, broken concrete or rubble, brush, trees or spoil not suitable for backfill at site obtained by Contractor.
 - a. Place excess excavated material at locations designated by Engineer.
 - 3. Owner reserves the right to salvage any materials removed as part of the project; Contractor responsible to deliver salvages materials at location determined by Owner within City limits.
- D. Notify commercial properties 7 days in advance, when construction will disrupt or block access to property. Notify residential properties 2 days in advance, when construction will disrupt or block access to property.

- E. Provide snowfence or safety fence along boundaries of open trenches as specified hereinafter and as directed by Engineer.
 - 1. Provide snowfence around all open trenches or open structures when left unattended.
- F. Clean up and provide surface restoration as construction progresses.
- G. Submit complete detailed construction procedure schedule after award of contract for planning, scheduling and controlling construction of project.
- H. Contractor will be expected to provide adequate personnel and equipment to perform work within specified time of construction.
- I. If delays in delivery of materials become apparent, notify City and Engineer promptly; take action to accomplish one of the following:
 - 1. Substitute alternate materials with approval of City and Engineer.
 - 2. Expedite delivery of materials.
- J. Extensions of contract period will be given consideration upon written request of Contractor; request must include valid supporting data and bonafide reasons for requesting extension; City expects work to be complete and ready for final acceptance within completion time specified.
- K. Maintain reasonable access to private properties along route of project unless property owners agree to other arrangements and Owner approves; cost of maintaining access is incidental to construction.

1.02 COOPERATION WITH OTHERS

- A. Advise all utilities prior to excavating in area where construction might affect underground gas, electrical, telephone, cable or water service.
 - 1. Advise telephone company of proposed construction schedule as it relates to telephone service.
 - 2. Advise power company of proposed construction schedule as it relates to electrical power.
 - 3. Advise gas company of proposed construction schedule as it relates to gas service.
 - 4. Advise City Water Superintendent of proposed construction schedule as it relates to water service.
 - 5. Advise cable television company of proposed construction schedule as it relates to cable television.
 - 6. Advise Owner of proposed construction schedule as it relates to storm sewers, sanitary sewers, water mains, and associated services.

- B. Cooperate with State and Federal regulatory agencies in matters under their jurisdiction over construction operations.
- C. Cooperate with local governmental agencies; secure necessary building permits and arrange for inspections at proper time.
- D. Owner will operate water main valves: provide 24-hour notice of need for valve operation.
- E. Provide notice to property owners 7 days prior to entry. Document notifications on meter install sheet.

1.03 WATER AND SEWER SERVICE CONNECTIONS AND RECONNECTIONS

- A. Notify Owner of each water service connection or reconnection; notify Owner and Engineer of any conflicts.
- B. Each water service connection or reconnection shall be inspected by Owner or Engineer.
- C. Notify property owner 2 days in advance of interruption to water service.
- D. Follow AWWA C810 standard, current version, for any work involving the removal of lead service line from service.

1.04 CONTINUITY OF EXISTING UTILITY SYSTEMS

- A. Prepare detailed construction procedure schedule after award of contract; show definite and positive action which will be taken to minimize disruption to utility systems.

1.05 CONTAMINATED SOIL FINDS

- A. If during course of construction evidence of deposits of contaminated soils are found, cease operations affecting find and notify Owner who will notify Iowa Department of Natural Resources; no further disturbance of deposits will ensue until notification by Owner that work may proceed; Owner will issue notice to proceed only after contaminated soils have been identified and procedures for remediating contaminated soils have been identified and procedures for remedial action have been determined and approved by Iowa Department of Natural Resources and Owner; compensation to Contractor, if any, for lost time or changes in construction due to changed conditions will be in accordance with change order provisions of specifications.

1.06 TRAFFIC CONTROL

- A. Provide barricades, signs and lights to protect vehicular and pedestrian traffic during construction; comply with GENERAL REQUIREMENTS.
- B. Conform with requirements of MUTCD.
- C. Refer to Iowa Department of Transportation standard drawings TC-202 and TC-212 for traffic control requirements.
- D. Contractor will maintain temporary access to driveways at all times except during pavement operation of the driveways or street surfacing by placing granular surfacing in parkway and repairing as needed.
- E. Contractor must submit a traffic control plan prior to the neighborhood traffic flow meeting.
- F. Prior to any construction activities contractor must attend a neighborhood traffic flow meeting, if the meeting is deemed necessary by the Engineer.
- G. Contractor will provide sidewalk barricades and detours.

1.07 WEATHER LIMITATIONS

- A. Owner expects construction of improvements during suitable weather within contract time period; contract time period includes calendar days for inclement weather; contract time period will not be extended for claims of wet weather or freezing weather.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01150

MEASUREMENT AND PAYMENT

INDEX

PART 1 – GENERAL

- 1.01 SCOPE
- 1.02 QUANTITY MEASUREMENT AND PAYMENT
- 1.03 FAILURE TO SUBMIT MANUALS, PARTS LISTS, SPARE PARTS AND TOOLS

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 SCOPE

- A. No separate payment will be made for work covered in the specifications except as set forth below. Contract unit prices shall include all costs for each item of work.
- B. If items not included in unit prices are required during construction, contract price shall be adjusted on basis of unit price negotiated between Engineer and Contractor and approved by Owner.

1.02 QUANTITY MEASUREMENT AND PAYMENT

- A. Mobilization, LS: Lump sum price includes all costs of transporting drilling equipment and all necessary tools and apparatus to and from the site, assembling and disassembling equipment and site cleanup upon completion of construction.
- B. 23" Dia. Bore Hole, LF: Unit price includes all labor, materials and equipment to drill new hole as shown on plans; quantity includes linear footage for 1 new well. Price includes temporary casing as needed for construction of well.
- C. 17" Dia. Bore Hole, LF: Unit price includes all labor, materials and equipment to drill new hole as shown on plans; quantity includes linear footage for 1 new well.
- D. 11" Dia. Bore Hole, LF: Unit price includes all labor, materials and equipment to drill new hole as shown on plans; quantity includes linear footage for 1 new well.
- E. 18" Dia. Steel Casing Pipe, LF, Unit price includes all labor, materials and equipment to furnish and install well casing pipe as shown on plans.

- F. 12" Dia. Steel Casing Pipe, LF: Unit price includes all labor, materials and equipment to furnish and install well casing pipe as shown on plans.
 - G. Cement Grout, Sack: Unit price includes all labor, materials and equipment to provide cement grout seal in the production well as shown on plans.
 - H. Pump Test Setup, LS: Lump sum price includes all labor, materials and equipment to furnish, install and remove test pumping equipment from production well.
 - I. Well Development, LS: Lump sum price includes all labor, materials and equipment to develop well to maximum capacity; includes costs for sampling and analyses.
 - J. Test Pumping, Hr.: Unit price includes all labor, materials and equipment to conduct test for well yield for drawdown; time measured only while pumping equipment is in continuous operation.
 - K. Acid Treatment, LS: Lump sum price includes all labor, material and equipment to place and remove 3,200 gallons of acid as specified.
 - L. Water Quality Sampling and Analysis, Ea.: Unit price includes all labor, materials and equipment to provide water quality sampling and analysis in accordance with IDNR sampling requirements and requirements as stated in specifications.
 - M. Pollution Prevention Plans, LS: Lump Sum price includes all labor, material and equipment for installation of well water discharge BMP's in accordance with WWPPP. Includes record keeping, inspections, notifications and all other requirements listed in Pollution Prevention Plan.
- 1.03 FAILURE TO SUBMIT MANUALS, PARTS LISTS, SPARE PARTS AND TOOLS
- A. Failure to submit manuals, parts lists, spare parts and tools as defined in Section 01300 - Submittals within 40 days after return of shop drawings to Contractor will result in payment retention of \$2,000 for each equipment item up to an aggregate sum of \$50,000; retained payments will be relinquished after appropriate manuals, parts lists and tools are received and reviewed by Engineer.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01300

SUBMITTALS

INDEX

PART 1 – GENERAL

- 1.01 INFORMATION FOR ENGINEER
- 1.02 SHOP DRAWINGS
- 1.03 SUBMITTAL REQUIREMENTS
- 1.04 INSTRUCTION MANUALS, PARTS
LISTS AND TOOLS

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 INFORMATION FOR ENGINEER

- A. After award of contract submit following information and drawings for Engineer's review. Total number of reviewed copies required for distribution: 5 plus copies required by Contractor. Electronic copies and transmittals may be acceptable if approved by the Owner and Engineer.
 - 1. Certified materials tests as described in Section 01010 – General Provisions.
 - 2. Certified outline, general arrangement, assembly, installation, foundation arrangement and anchor bolt detail drawings for all major equipment listed in proposal and for other equipment where specified.
 - 3. Manufacturer's specifications and catalog data for all items of equipment including treatment equipment, electrical controls, heating and ventilating equipment, plumbing fixtures, valves, pipe, fittings, castings and appurtenances and other special items.
 - 4. Shop drawings showing reinforcing steel details, structural steel and aluminum, beams, roof systems, steel joists, grating, supports prefabricated piping, metal building and other items.
 - 5. Schematic diagrams of all control circuits.
 - 6. Detailed wiring diagrams.
 - 7. Such other information as Engineer may request and information as specified with equipment.
- B. Within 15 days after award of contract, provide construction schedule, showing dates of starting and completing various portions of work and dollar value of each portion of work.
- C. Within 30 days after initiation of construction, provide written schedules of estimated monthly payments for contractor and subcontractors; revise schedules whenever variations exceed 10%.

- D. Provide two copies of the following information:
 - 1. Contract price breakdown of lump sum bid for use in preparation of periodic payment estimates.
 - 2. Purchase orders and subcontracts without prices.
 - 3. Shipping papers for all materials.
 - 4. All materials test reports.
 - 5. Concrete mix designs; submit 8 days before proposed mix is to be used.

1.02 SHOP DRAWINGS

- A. Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.
- B. Contractor's responsibility: to check drawings prior to submission for coordination and conformance with contract; do not submit without checking.
- C. Equipment checking is only for general conformance with design concept of project and general compliance with information given in contract documents. Any action shown is subject to requirements of plans and specifications. Contractor is responsible for dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination of work with that of all other trades; and satisfactory performance of work.
- D. Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show that material submitted has been checked and approved by Contractor. Shop drawings submitted without appropriate stamp and signature will be returned unreviewed.
- E. Do not install or otherwise incorporate any equipment on project until shop drawings, if required, have been reviewed and so designated by Engineer.
- F. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- G. Upon engineer's determination that a drawing must be returned as "Revise and Resubmit" or "Rejected", Engineer's review of the show drawing will cease, and no additional marking will be made. Resubmittals will be reviewed as new drawing of equipment or materials. As such, Engineer may provide comments on items which were included with initial submittal even if those items did not change from initial submittal to resubmittal.
- H. Engineer's responsibility shall be to review one set of shop drawing submittals for each product. If the first submittal is incomplete or does not comply with the drawings and/or specifications, the Contractor shall be responsible to bear the cost to the Owner, for the Engineer to recheck and handle the additional shop drawing submittals.

- I. No guarantee of review time is made by Engineer. Review time is dependent on number and complexity of submittals received. When multiple drawings are submitted, provide priority for order of review to engineer. Failure of contractor to allow time to review of submittals by Engineer does not constitute basis for compensation due to delays.

1.03 SUBMITTAL REQUIREMENTS

- A. Binding - submittals 1/4" thickness or less may be securely stapled in the upper left-hand corner. Submittals thicker than 1/4" shall be bound in commercial grade cardboard or plastic folders, wire or plastic binders, or 3-ring binders as appropriate. Individual papers bound with paper clips are not acceptable.
- B. Cover sheet - each submittal shall have a cover sheet providing the following information. The Contractor's transmittal letter is not an acceptable cover sheet.
 1. Project name.
 2. Supplier's name, address, and telephone number.
 3. Engineer's name and location.
 4. General Contractor's name and location.
 5. Specification section applicable to submittal contents.
 6. A 4" square blank space for Engineer's review stamp.
- C. Where more than one model is shown on a manufacturer's sheet, clearly indicate exactly which item and which data is relevant to the work.
- D. Where the manufacturer lists multiple part numbers or options on a single data sheet, the part number and options to be used shall be clearly set apart from other part numbers shown on that sheet.
- E. Failure to comply with the above shall be reason to resubmit shop drawing.

1.04 INSTRUCTION MANUALS, PARTS LISTS AND TOOLS

- A. Furnish four complete sets and one electronic copy of manufacturer's instructions for installation, operation and maintenance of equipment furnished; include assembly drawings and parts lists with exploded views of equipment parts and identification symbols or part numbers for all replaceable parts and assemblies, recommended spare parts list, lubricant guide, preventative maintenance and troubleshooting procedures; submit manuals to Engineer within 30 days after return of shop drawings by Engineer to Contractor; manuals subject to Engineer's review.
- B. O&M manuals shall be marked with arrows, underlining, or highlighting to indicate the actual equipment model numbers and specific part numbers installed on this project.

- C. Provide electronic copy of complete wiring diagrams and ladder logic including any equipment that was assembled or wired off site as approved by Owner and Engineer.
- D. Furnish special tools, jigs and fixtures necessary for installation, operation, lubrication, repair, preventative maintenance, or trouble shooting of equipment.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01310

CONSTRUCTION PROGRESS SCHEDULE

INDEX

PART 1 – GENERAL

- 1.01 DESCRIPTION
- 1.02 FORM OF SCHEDULE
- 1.03 CONTENT OF SCHEDULE
- 1.04 SCHEDULE REVISIONS
- 1.05 DELAYS AND RECOVERY
- 1.06 SUBMITTAL REQUIREMENTS

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Prepare and submit to Engineer for review, estimated construction progress schedule.
- B. No work shall be performed between 8:00 P.M. and 6:00 A.M., nor on legal holidays without permission of Owner.
- C. Night work may be established by Contractor as regular procedure with permission of Owner. Such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for proper prosecution and control of work at night.

1.02 FORM OF SCHEDULE

- A. Prepare schedule in form of horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade, activity or operation.
 - 2. Horizontal time scale: identify first work day of each week.
 - 3. Scale and spacings to allow space for notations and future revisions.
- B. Format of listings: chronological order of start of each item of work.
- C. Identification of listings: by major specification section numbers.

1.03 CONTENT OF SCHEDULE

- A. Construction Progress Schedule:
 - 1. Show complete sequence of construction by activity.
 - 2. Coordinate progress schedule with submittal schedule.

3. Show dates for beginning and completion of each major element of construction and installation dates for major items of equipment. Elements shall include, but not be limited to:
 - a. Material and equipment order, manufacturer, delivery, installation, and checkout, including allowance items.
 - b. Performance tests and supervisory services activity.
 - c. Piping and wiring installation.
 - d. Concrete pour sequence.
 - e. Structural steel erection.
 - f. Backfilling, grading, seeding, sodding, landscaping, fence construction, and paving.
 - g. Electrical work activity.
 - h. Heating, ventilating and air conditioning work activity.
 - i. Plumbing work activity.
 - j. Subcontractor's items of work
 - k. Final cleanup.
 - l. Allowance for inclement weather.
 - m. Demolition
 - n. Miscellaneous concrete placement.
4. Show projected percentages of completion for each item as of first day of each month.

1.04 SCHEDULE REVISIONS

- A. Revise construction progress schedule every 60 days to reflect changes in progress of work.
- B. Indicate progress of each activity at date of schedule revision.
- C. Show changes occurring since previous revised submittal.
 1. Major changes in scope.
 2. Activities modified since previous submittal.
 3. Revised projections of progress and completion.
 4. Other identifiable changes.
- D. Provide narrative report defining:
 1. Problem areas, anticipated delays, and impact on schedule.
 2. Corrective action recommended and its effect.
- E. Submit to Engineer.

1.05 DELAYS AND RECOVERY

- A. If, at any time during project, Contractor fails to complete activity by its latest scheduled completion date, Contractor shall, within 3 working days, submit to Engineer written statements as to how and when work force will be reorganized to return contract to current construction schedule.
- B. Whenever it becomes apparent from progress evaluation and updated schedule data that milestone completion dates or contract completion dates will not be met, Contractor shall take some or all of the following actions.
 - 1. Increase construction staffing in such quantities and crafts as shall substantially eliminate backlog of work.
 - 2. Increase number of working hours per shift, shifts per work day, work days per week, amount of construction equipment or combination of foregoing sufficient to substantially eliminate backlog of work.
 - 3. Reschedule work items to achieve concurrency of accomplishment.
- C. Addition of equipment or construction forces, increasing working hours or any other method, manner or procedure to return to current construction progress schedule not considered justification for amending contract documents or treated as acceleration.

1.06 SUBMITTAL REQUIREMENTS

- A. For initial submittal of construction schedule and subsequent revisions thereof, furnish 4 copies of schedule to Engineer.
- B. Failure to submit construction schedule on timely basis as previously noted shall be considered cause for withholding progress payments otherwise due under contract.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

INDEX

PART 1 – GENERAL

- 1.01 DESCRIPTION
- 1.02 REQUIREMENTS OF REGULATORY AGENCIES

PART 2 – PRODUCTS

- 2.01 TEMPORARY ELECTRICITY AND LIGHTING
- 2.02 WATER FOR CONSTRUCTION AND TESTING
- 2.03 SANITARY FACILITIES

- 2.04 DAMAGE TO EXISTING PROPERTY
- 2.05 SECURITY
- 2.06 TEMPORARY PARKING
- 2.07 FIELD OFFICES AND BUILDINGS
- 2.08 ENGINEER'S FIELD OFFICE
- 2.09 OWNER'S USE

PART 3 – EXECUTION

- 3.01 GENERAL
- 3.02 REMOVAL

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide and maintain temporary facilities and utilities required for construction; remove on completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. National Fire Protection Association (NFPA):
 - 1. National Electric Code (NEC), NFPA No. 70, and Iowa amendments.
- B. Comply with federal, state, and local codes and regulations, and with utility company requirements.

PART 2 – PRODUCTS

2.01 TEMPORARY ELECTRICITY AND LIGHTING

- A. General:
 - 1. Temporary lighting shall be sufficient to enable Contractor to complete work and enable Engineer to check work as it is being performed. Illumination shall meet or exceed state code requirements.
 - 2. After substantial completion of permanent electrical system and building wiring, permanent receptacles may be used during finishing work.

B. Responsibilities:

1. Provide, maintain, and remove temporary electric service facilities.
2. Facilities exposed to weather shall be weatherproof type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
3. Pay for installation of temporary services including poles, transformer charges, and metering.
4. Patch affected surfaces and structures after temporary services removed.
5. Arrange with local electric utility for temporary electric service subject to their requirements and approval.
6. Register meter in Contractor's name.
7. Provide lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.
8. Pay for electrical energy consumed for construction purposes including operation of ventilating equipment, heating of buildings, and testing and operating equipment after permanent wiring installed, until final acceptance by Engineer or until occupancy by Owner.
9. Provide and pay for service to temporary offices.

2.02 WATER FOR CONSTRUCTION AND TESTING

- A. Water is available at project site. City will provide water at no charge for small quantities. Make arrangements to obtain suitable water, if necessary.
- B. Use wastewater effluent for testing structures and basin. Wastewater provided at no charge. Contractor to provide pumping.

2.03 SANITARY FACILITIES

- A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation requirements, in sufficient number for use by Contractor's employees.
- B. Maintain in sanitary condition and properly supply with toilet paper.
- C. Do not use existing sanitary facilities.

2.04 DAMAGE TO EXISTING PROPERTY

- A. Be responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, and other existing assets.
- B. Contractor shall have option of having Owner contract for such work and have cost deducted from contract amount.

2.05 SECURITY

- A. Security not provided by Owner.
- B. Contractor shall be held responsible for loss or injury to persons or property where his work is involved and shall provide security and take precautionary measures to protect Contractor's and Owner's interests.

2.06 TEMPORARY PARKING

- A. Parking on construction site in designated areas may be provided as approved by Engineer and Owner.
- B. Make arrangements for additional parking area for employee's vehicles if required.

2.07 FIELD OFFICES AND BUILDINGS

- A. If required by Contractor, erect where designated by Engineer and maintain in good condition, temporary field office and tool storage building(s) for Contractor's use.
 - 1. Tool storage building(s) shall be of ample size to provide space for tools and equipment. Building(s) shall be neat and well constructed, surfaced with plywood, drop siding, masonite or other similar material, well painted and void of advertisements.

2.08 ENGINEER'S FIELD OFFICE

- A. Not required to be provided by Contractor.

2.09 OWNER'S USE

- A. Upon acceptance of work, or portion of work defined and certified as substantially completed by Engineer, and Owner commences full-time successful operation of facility or portion thereof, Owner will pay cost for utilities used for Owner's operation. Contractor shall continue to pay for utilities used until final acceptance of work, except as provided herein. However, heat for heating building as required for construction purposes shall still be paid by Contractor unless, due to occupancy by Owner, more heat shall be required either due to increased temperature or lengthened duration, in which case Owner will bear difference in cost.

PART 3 – EXECUTION

3.01 GENERAL

- A. Comply with applicable requirements specified herein.
- B. Maintain and operate systems to ensure continuous service.
- C. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials, equipment, signs, and structures when no longer required.
- B. In unfinished areas, clean and repair damage caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- C. In finished areas, restore existing or permanent facilities used for temporary services to specified, or to original, condition.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

INDEX

PART 1 – GENERAL

- 1.01 DESCRIPTION
- 1.02 SUBSTITUTIONS
- 1.03 REUSE OF EXISTING MATERIAL
- 1.04 MANUFACTURER'S INSTRUCTIONS
- 1.05 TRANSPORTATION AND HANDLING
- 1.06 STORAGE, PROTECTION, AND MAINTENANCE

- 1.07 INSTALLATION, INSTRUCTIONAL, AND POST STARTUP SERVICES
- 1.08 SPECIAL TOOLS AND LUBRICATING EQUIPMENT

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Material and equipment incorporated into work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type, and quality specified or as specifically approved by shop drawings, Engineer, or other submittal.
- B. Do not use material or equipment for any purpose other than for which it is designed or specified.

1.02 SUBSTITUTIONS

- A. Substitutions:
 - 1. Contractor's requests for changes in equipment and materials from those required by Contract Documents are considered "requests for substitutions" and subject to Contractor's representations and review provisions of Contract Documents when one of the following conditions are satisfied:
 - a. Where request directly related to "or equal" clause or other language of same effect in specifications.
 - b. Where required equipment or material cannot be provided within Contract Time, but not as result of Contractor's failure to pursue work promptly or coordinate various activities properly.
 - c. Where required equipment or material cannot be provided in manner compatible with other materials of work, or cannot be properly coordinated therewith.

- d. Where required equipment does not meet the provisions of the American Iron & Steel Requirements.
- 2. Contractor's options:
 - a. Compatibility of options: Where more than one choice available as options for Contractor's selection of equipment or material, select option compatible with other equipment and materials already selected.
 - b. Standards, codes and regulations: Where compliance with imposed standard, code or regulation required, select from among products which comply with requirements of those standards, codes, and regulations.
 - c. "Or Equal": For material or equipment specified by naming one or more equipment manufacturer and "or equal," Contractor shall submit request for substitution for any equipment or manufacturer not specifically named. Submit in accordance with GENERAL CONDITIONS, paragraph 1.15, and these General Requirements.
 - d. Two or more manufacturers: For equipment or material specified by naming several manufacturers, select any one of manufacturers named. Do not provide or offer to provide unnamed manufacturer or equipment.
 - e. Single manufacturer or material: For equipment or material specified by naming only one manufacturer or material, there is no option, unless provisions of Paragraph 1.d. cannot be met. In this case, notify Engineer immediately.
- B. Conditions which are not substitutions:
 - 1. Requirements for substitutions do not apply to Contractor options on materials and equipment provided in specifications.
 - 2. Revisions to Contract Documents, where requested by Owner or Engineer, are "changes" not "substitutions."
 - 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute substitutions or basis for change orders, except as provided for in Contract Documents.

1.03 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, do not use materials and equipment removed from existing structures in new work.
- B. For material and equipment specifically indicated or specified to be reused in work:
 - 1. Use special care in removal, handling, storage, and reinstallation to ensure proper function in completed work.
 - 2. Arrange and pay for transportation, storage, and handling of products which require off-site storage, restoration or renovation.
 - 3. Off-site storage areas and buildings shall conform to requirements of this section.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. Installation of equipment and materials shall comply with manufacturer's instructions. Obtain and distribute printed copies of such instructions to parties involved in installation, including 2 copies to Engineer.
 - 1. Maintain one set of complete instructions at job site during installation and until completion of work.
- B. Handle, install, connect, clean, condition, and adjust materials and equipment in accordance with manufacturer's written instructions and in conformity with specifications.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult Engineer for further instructions.
 - 2. Do not proceed with work without written instructions.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of materials and equipment in accordance with Construction Progress Schedule, coordinate to avoid conflict with work and conditions at site.
 - 1. Deliver materials and equipment in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Protect bright machined surfaces, such as shafts and valve faces, with heavy coat of grease prior to shipment.
 - 3. Immediately upon delivery, inspect shipments to ensure compliance with Contract Documents and approved submittals, and products have been protected and are undamaged.
- B. Provide equipment and personnel to handle materials and equipment by methods recommended by manufacturer to prevent soiling or damage to materials or equipment, or packaging.

1.06 STORAGE, PROTECTION, AND MAINTENANCE

- A. On-site storage areas and buildings shall conform to requirements of Section 01500 - Temporary Construction Facilities and Utilities.
- B. Owner assumes no responsibility for materials and equipment stored in buildings or on site or at another location approved in writing. Contractor assumes full responsibility for damage due to storage of materials and equipment.
- C. Interior storage:
 - 1. Store materials and equipment in accordance with manufacturer's instructions, with seals and labels intact and legible.

2. Store materials and equipment subject to damage by elements in weathertight enclosures.
 3. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- D. Exterior storage:
1. Store fabricated materials and equipment above ground, on blocking or skids, to prevent soiling or staining. Cover materials and equipment subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 2. Store loose granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter.
 3. Materials such as pipe, reinforcing and structural steel, and equipment shall be stored on pallets or racks, off ground.
- E. Inspection and maintenance:
1. Arrange storage in manner providing easy access for inspection, maintenance, and inventory.
 2. Make periodic inspections of stored materials and equipment to ensure materials and equipment maintained under specified conditions and free from damage or deterioration, and coverings in place and in condition to provide required protection.
 3. Perform maintenance on stored materials and equipment in accordance with manufacturer's written instructions and in presence of Owner or Engineer.
 - a. Notify Engineer 24 hours before performance of maintenance.
 - b. Submit report of completed maintenance and condition of coverings to Engineer with each Application for Payment.
 - c. Failure to perform maintenance, to notify Engineer of intent to perform maintenance or to submit maintenance report may result in rejection of material or equipment.
- F. Contractor shall assume responsibility for protection of completed construction and repair and restore damage to completed work equal to original condition.
- G. Wheeling of loads over floors, with or without plank protection, not permitted in anything except rubber-tired wheelbarrows, buggies, trucks, or dollies. This applies to finished floors and exposed concrete floors, as well as those covered with composition tile or other applied surfacing.
- H. Where structural concrete is also finished surface, avoid marking or damaging surface.

1.07 INSTALLATION, INSTRUCTIONAL, AND POST STARTUP SERVICES

A. General:

1. This article covers on-site services of supplier's or manufacturer's representatives provided by Contractor during construction, equipment startup, and training of Owner's personnel for equipment or plant operation as specifically required in specification section for equipment or system.
2. Include and pay costs for supplier's or manufacturer's services, including, but not limited to, those specified.

B. Installation services:

1. Where installation services called for in specifications, provide competent and experienced technical representatives of manufacturers of equipment and systems to resolve assembly or installation procedures attributable to, or associated with, equipment furnished.
2. After equipment installed, representatives shall perform initial equipment and system adjustment and calibration to conform to specifications and manufacturer's requirements and instructions.

C. Instructional services:

1. Where training called for in specifications, provide competent and experienced technical representative of supplier to provide detailed instructions to Owner's personnel for operation of equipment. Training services shall include pre-startup and equipment startup, classroom, and on-site equipment instruction, as stated in specifications.
2. Coordinate pre-startup training periods with Engineer and supplier's representative.
 - a. Notify Engineer at least 48 hours before training sessions are to begin so Engineer can make arrangements with Owner's operating personnel.
 - b. Reschedule canceled training sessions 48 hours in advance.
3. Similar types of equipment differing in model, size or manufacturer shall require equal service time as stated in Part 1 of specific specification section.
4. Complete pre-startup training 14 days prior to actual plant startup.
5. Operation and maintenance data shall constitute basis of instruction.
 - a. Review data contents with personnel in full detail to explain aspects of operations and maintenance.

D. Post startup services:

1. After equipment/system in operation for at least 6 months, but no longer than 11 months, each equipment manufacturer or authorized equipment representative shall make final inspection where so required in specifications. Final inspection will provide assistance to Owner's operating personnel in making adjustments or calibrations required to ensure equipment or system operating in conformance with design, manufacturer, and specifications.

1.08 SPECIAL TOOLS AND LUBRICATING EQUIPMENT

- A. Furnish, in accordance with manufacturer's recommendations, special tools required for checking, testing, parts replacement, and maintenance. Special tools are those specially designed or adapted for use on parts of equipment, and not customarily and routinely carried by maintenance mechanics.
- B. Deliver to Owner when unit placed into operation and after operating personnel have been properly instructed in operation, repair, and maintenance of equipment.
- C. Tools and lubricating equipment shall be of quality compatible to equipment manufacturer has furnished.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

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- 1.01 DESCRIPTION
- 1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES
- 1.03 RECORD DOCUMENTS
- 1.04 SUBMITTALS

PART 2 – PRODUCTS

NOT APPLICABLE

PART 3 – EXECUTION

NOT APPLICABLE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Maintain at site 1 record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change orders and other modifications to Contract.
 - 5. Engineer field orders, written instructions, or clarifications.
 - 6. Approved submittals.
 - 7. Field test records.
 - 8. Construction photographs.
 - 9. All associated permits.
 - 10. Certificates of inspection and approvals.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. Maintain documents in clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by Engineer.
- D. Failure to properly maintain record documents may be reason to delay a portion (up to 5%) of progress payments until records comply with Contract Documents.

1.03 RECORD DOCUMENTS

- A. Maintain record set of Drawings and Specifications legibly changed to transfer approved modifications in completed work that differ from Contract Documents.
- B. Label each document "PROJECT RECORD" in neat, large printed letters.
- C. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information recorded.
 - 2. Record changes made by Written Agreement, Field Order, Change Order or Work Directive Change.
- D. Drawings:
 - 1. General:
 - a. Depths of various elements of foundation in relation to finish first floor datum.
 - b. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - d. Field changes.
 - e. Details not on original drawings.
 - f. Location and identification of exposed interior piping.
 - 2. Electrical:
 - a. Horizontal and vertical locations and size of underground cable, conduit, and duct runs dimensioned from established building lines.
 - b. Plan locations and size of interior concealed and exposed feeders.
 - c. Size and location of access panels.
 - d. Departures from original drawings and electrical work revisions.

1.04 SUBMITTALS

- A. At Substantial Completion:
 - 1. Deliver 1 marked up set of drawings to Engineer for use in preparation of record drawings.
- B. Accompany submittals with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title of record document.
 - 5. Signature of Contractor or authorized representative.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

SECTION 15122

AMR AND AMI

INDEX

PART 1 – GENERAL

- 1.01 GENERAL
- 1.02 SCOPE OF WORK
- 1.03 SYSTEM OVERVIEW
- 1.04 MOBILE AMR FUNCTIONALITY
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- 1.10 INTEGRATED UNIT – PIT SET
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OPERATIONS
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PART 2 – PRODUCTS

- 2.01 DATA COLLECTION DEVICES
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- 3.03 TRAINING AND SUPPORT
- 3.04 SUPPORT SERVICES
- 3.05 INSTALLATION AND TRAINING
- 3.06 PERFORMANCE WARRANTIES
- 3.07 SYSTEM MAINTENANCE SUPPORT
- 3.08 VENDOR QUALIFICATIONS

PART 1 – GENERAL

1.01 GENERAL

- A. As soon as practical, after the execution of the contract and prior to notice to proceed and any work being performed under this contract, a pre- construction meeting will be held between the Bidder and City representative. The Bidder will be notified of the time and place of the meeting. The purpose of the meeting will be to review all matters of mutual concern to ensure that the installation plan of the City will be met
- B. The water meter equipment manufacturer shall provide technical assistance and a minimum of (two) 2 days of training to the Bidder on use and installation procedures of the Automated Meter Infrastructure (AMI) system. The training shall be held in a location that is adequate for training and not in the resident's homes. Representatives of the City shall attend this program.
- C. The Bidder shall provide adequate personnel to complete the work stated in the Specifications. Only workers who are technically competent and are of acceptable character and personality for work that involves unsupervised entry into individual

residences will be hired. The Bidder will provide the City with the names and other pertinent employment information required by the City for these installation personnel.

- D. Whenever the City notifies the Bidder in writing of any person whose work is careless, incompetent, disorderly, or otherwise unsatisfactory, that person shall be discharged from working on this Contract.
- E. The Bidder shall provide facilities and staff for the local field office; equip field office as necessary to administer and execute the work.
- F. All field personnel shall wear uniforms and shall have on their person, displayed in a conspicuous manner, a picture identification badge. Picture ID shall have the Bidders name, employee name, title and employees' picture.
- G. An emergency contact card with all of the pertinent meter information shall be left at every Customer location where work has been performed.
- H. The Bidders vehicles, including private vehicles used for the Bidder's work shall have the company logo prominently displayed on both sides of the vehicle. The Bidder and/or its employees will not solicit any business from the homeowner.
- I. The City will provide the Bidder with a list, which indicates Customer name, address, zip code, account number, and size of meter. The City shall provide this list in an electronic format. User information shall be considered proprietary and shall not be used for any other purpose other than scheduling appointments to perform contract work.
- J. The City shall not be liable nor will any consideration be given for extra payment claims by the Bidder if such information is found to be inaccurate, including meter size, street and billing address.
- K. The City, in order to expedite the installation project, will promote publicity in the local newspaper and through news releases prior to the project start date. After the introductory letter, the Bidder will assume responsibility for attaining entry into residences. The Contractor shall make a minimum of three unique attempts beyond the introduction letter to schedule an installation. Appointments shall be made in a courteous and professional manner during reasonable hours; through telephone calls, post cards, and door-to-door solicitation or by additional letters.
- L. The Contractor may find many homes are not accessible to the installers during normal working hours. Installers shall be available during evening hours and on weekends to accommodate Customers' reasonable requests for appointments. The Bidder shall take this into account in preparing the bid.

- M. The Contractor shall submit to the City written documentation describing the date, method and other pertinent information regarding three or more attempts to schedule an installation.
- N. The Bidder will then inform the City that contact cannot be made, thus preventing the installation. The City will then work with the Customer to set up appointment that works
- O. The City may choose to perform the water meter installation for accounts returned by the Bidder due to inaccessibility or may schedule an appointment for the Bidder. The City may also choose to perform the water meter installations at scattered sites, due to existing meters being frozen, leaking, broken, stopped, or otherwise inoperable. If the City installs the water meter for such inaccessible accounts, the Bidder shall receive no payment for such installation.
- P. At no time shall the Contractor leave the site during installation without water service being restored.
- Q. The Bidder shall designate a representative to meet with and resolve problems related to the water meter installation. These personnel are also to be available for any public relation activities that the City may have planned. The Bidder shall investigate all complaints from the City with respect to this project within 24 hours.
- R. The Bidder shall correct any complaints received by the City from property owners dissatisfied with the installation before payment is made. The decision by the City regarding the credibility of an owner's complaint shall be final. The Bidder shall promptly correct any deficiencies, including but not limited to leaks that are a direct or indirect result due to negligence on the part of the installer.
- S. It shall be presumed that any leaks within 3 feet of the water meter reported by the Customer to either the City or the Bidder within 30 calendar days after completion of work at the Customers property are the result of the installation work, unless a preexisting condition has been noted on the work order. The Bidder shall repair such leaks and correct all damages, which occur during the (thirty) 30-day period at the Bidders expense.
- T. The Bidder shall completely test each installation to confirm operation and accurate reading. All tests are to be conducted before leaving the residence.
- U. All meters removed shall remain the property of the City and will be returned. The Bidder shall be held accountable for the return of all old meters, and/or register heads. Removed meters shall be returned to the City within one week after completing the installation of each water meter. The installer shall record the final reading of the old meter and where applicable, the reading of the outside remote reading device on the installation record form.

- V. The installer shall provide the City with the following information to document the completion of the installation in an electronic format specified by the City:
1. Meter reading and serial number of removed meters
 2. Meter reading, meter size, and serial number of newly installed meter
 3. Note if the meter is vertical or horizontal
 4. Time and date of replacement
 5. Receptacle Location, ID
 6. Water Meter GIS Location
 7. Account number
 8. Address
 9. Phone
 10. Name
 11. Installation Notes
 12. Lead Service/Service Line Materials
 13. Backflow preventor? y/n
 14. Is there a sump pump? y/n
 15. Sump pump discharge location?
 16. Is there a water softener? y/n
 17. Photos of before and after.

1.02 SCOPE OF WORK

- A. The utility issues this RFP to procure a System capable of meeting the current and future meter reading needs within our service area. The scope of work involves, but is not limited to, providing and installing the System which includes software, hardware, and all necessary training and installation support. The reading equipment shall be capable of receiving meter readings while utilizing a handheld reading device and/or a mobile reading unit (collectively as "AMR" or "mobile") and/or permanently mounted data collector units (collectively "AMI" or "fixed network").
- B. The System must have the capability to improve meter reading efficiency, increase meter reader safety, and provide data that facilitates resolution of customer bill complaints, water conservation initiatives, and distribution system management efforts. The vendor shall describe the upgrade requirements to incorporate radio frequency (RF) technology.
- C. During upgrade to RF meter reading, the System shall still be able to read probed water meters, direct read water meters via manual keyed entry, and meters equipped with RF endpoints within the same meter reading route without detaching the receptacle or RF endpoints or switching modes within the meter reading equipment.
- D. All System components furnished (software, reading equipment, RF endpoints, meters with absolute encoders) shall be produced in a manufacturing facility whose QMS is ISO 9001 certified.

1.03 SYSTEM OVERVIEW

- A. The System shall be comprised of RF endpoints, data collection devices, and host software. The System shall be capable of operating simultaneously in a walk-by (handheld), mobile (drive-by), full fixed network (permanently mounted data collectors), or any combination of these data collection methods without the need for reprogramming RF endpoints.
- B. The transition from walk-by, to mobile, to fixed network shall be seamless and allow all meter reading methods to operate together simultaneously. endpoints shall transmit messages required for both mobile AND fixed network operation on an interleaved basis, allowing both mobile AND fixed network data collection capability at the same time. Systems with endpoints that must be configured or programmed to operate in either one "mode" or the other will not be allowed.
- C. The System shall provide 8-digit meter reading resolution capability for encoders using Neptune E-CODER® or Sensus UI-1203 protocol in mobile as well as fixed network data collection applications.
- D. For reliability and meter reading integrity, the vendor shall be the sole manufacturer of the different components of the System (water meters, RF endpoints, meter reading equipment, and meter reading software) and provide a turnkey system offering to the utility.

1.04 MOBILE AMR FUNCTIONALITY

- A. When used as mobile AMR, the System shall provide 96 days of hourly consumption data storage at the endpoint, retrievable from mobile data collection devices. Mobile data devices shall facilitate retrieval of consumption data for field presentment on a handheld, laptop, or Android/iOS powered mobile device, as well as storage for later use with the host software application.
- B. The System shall provide capability of mobile retrieval of individual off-cycle (specific date) reads as stored for 96 days in the endpoint. Mobile data devices shall facilitate retrieval of off-cycle reads for field presentment on a handheld or Android/iOS powered mobile device, as well as storage for later use with the host software application.

1.05 AMI NETWORK FUNCTIONALITY

- A. When deployed as a fixed network, the System shall provide hourly consumption interval data, time synchronized at the host meter reading software. The host software shall provide individual account consumption interval data displayed in graphical as well as tabular format and readily accessible to utility Customer Service Representatives to facilitate customer bill complaint resolution without the need for a truck roll.

- B. When deployed as a fixed network, the System shall provide priority alarm notification of potential leak and/or reverse flow events with user configurable email or text messages for notification to utility personnel.
- C. When operating as a fixed network, the System shall provide the capability for a demand read initiated from the host software application. The number of on demand read requests made over the lifetime of an endpoint shall not impact the battery life or warranty.

1.06 ENDPOINTS

- A. Meters connected to RF endpoints shall collect meter usage from an encoder meter register and shall transmit the meter reading and a unique ID number to the data collection device.
- B. The endpoints must be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device. They shall be compatible with encoder registers using either Neptune ProRead/E-CODER® protocol or Sensus-protocol (UI-1203). Endpoints shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field. The same RF endpoints must be capable of being read by a walk-by handheld computer equipped with a RF receiver, a mobile system with an RF receiver mounted in a vehicle, and a fixed network data collection system. This shall allow an easy migration between the three-meter reading systems without any change to the endpoint devices or revisiting the site.
- C. The endpoint shall log 96 days of hourly consumption data, available for retrieval via RF activation from the handheld or mobile data collection device.
- D. The endpoints shall be attached to new meters or shall retrofit to existing meters in the field. The endpoints shall be manufactured in both wall and pit models. The wall endpoint shall have the ability to be mounted in a basement or on the outside of a house. The pit endpoint shall have the ability to be mounted in a pit or an underground vault and offer an optional through-the-pit-lid antenna. The wall and pit endpoints shall have a fully-potted, submersible design.
- E. Endpoints shall also be available as integrated devices in which the encoder register, and RF transmitter module are integrated into a single module. The unit shall interrogate the integrated absolute encoder register and transmit the meter reading and other information to a data collection reading device.
- F. The absolute solid state encoder register with integrated endpoint shall be attached to new meters, or they shall retrofit existing meters in the field via a bayonet mount on top of the meter main case. The absolute solid-state encoder register with integrated

endpoint shall be manufactured in both inside and pit models. The inside endpoint shall have a water-resistant enclosure and a permanent internal antenna. The pit endpoint enclosure shall be a roll-sealed copper can and glass lens, designed to ensure a watertight seal with a permanent internal antenna and offer an optional through-the-pit-lid antenna to optimize performance in hard-to-read or fixed network applications.

1.07 WALL UNIT

- A. The endpoint housing shall be constructed of a polycarbonate plastic compound and be capable of mounting both indoors and outdoors on wall or pole or attached directly to the meter. The device must be water resistant and capable of exposure to spray and splash. The device must be able to withstand a 200-hour salt fog test as specified in NEMA 4 standard.
- B. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- C. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) with operating humidity of 0 to 100% condensing.
- D. The circuit board and the battery will be protected by a potting material.
- E. The unit must retrofit to existing installations.
- F. The endpoint device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

1.08 PIT UNIT

- A. For pit or vault applications, the endpoint antenna shall be designed to be installed through the industry standard 1¾" hole in the pit lid with no degradation of transmission range. The endpoint antenna unit will be capable of mounting to various thicknesses of pit lids from ½" to 2½".
- B. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity of 0 to 100% condensing.
- C. The range will not be affected when the pit is flooded.
- D. The circuit board and the battery will be protected by a potting material.
- E. The antenna shall be made of a metallic and polymer material to withstand traffic and shall have a dual seal connection to the endpoint housing.

- F. The endpoint device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

1.09 INTEGRATED UNIT – INSIDE SET

- A. The integrated endpoint housing shall be constructed of a polycarbonate plastic compound and be capable of mounting indoors.
- B. The endpoint shall be designed with an internal antenna.
- C. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- D. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity of 0 to 100% condensing.
- E. The radio circuit board and battery will be protected by encapsulation in a hard potting.
- F. The unit must retrofit to existing installations.
- G. The endpoint device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

1.10 INTEGRATED UNIT – PIT SET

- A. The endpoint shall be sealed in a roll-sealed copper can and glass lens to allow for submersion in a flooded pit environment.
- B. For pit or vault applications, the endpoint shall be designed with an internal antenna.
- C. The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- D. The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity factor of 0 to 100% condensing.
- E. The radio circuit board and battery will be protected by a hard-potting material.
- F. The device shall be designed for an optional remote antenna capable of being installed through the industry standard 1¾" hole in the pit lid for maximum transmission range.

- G. The optional through-the-lid antenna will be capable of mounting to various thicknesses of pit lids from ½" to 2½" and various distances from meters.
- H. The optional through-the-pit-lid antenna shall be rigid in design to withstand traffic and shall have a dual-seal connection to the endpoint housing.
- I. The endpoint device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

1.11 FCC LICENSING AND CERTIFICATION

- A. The endpoint shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.
- B. To minimize the potential for RF interference from other devices, the endpoint shall transmit using the frequency hopping, spread spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band.
- C. For ease of implementation, the System shall not require any special licensing, including licenses from the FCC. The System must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.
- D. The System must be expandable at any time without getting authorization from the FCC.
- E. No wake-up tone shall be necessary.

1.12 FIELD AND INSTALLATION OPERATIONS

- A. No endpoint programming shall be necessary for installation.
- B. The endpoint shall be mounted per the manufacturer's installation instructions to ensure a reliable and quality installation throughout the life of the endpoint.
- C. The handheld reading equipment shall provide a test mode to verify proper operation of the endpoint by displaying the endpoint ID number and meter reading.
- D. The handheld reading equipment shall provide a test mode to verify proper operation as well as troubleshooting of the endpoint on the AMI network by displaying the endpoint ID number and latest meter reading.

- E. The endpoint shall be capable of being received by a handheld receiver, mobile receiver, or fixed network data collector without special configuration, programming of operation modes, or re-manufacture.

1.13 DATA TRANSPORT

- A. The endpoint shall provide 8-digit reading resolution from encoded registers using either Neptune E-CODER or Sensus UI-1203 protocol in mobile as well as AMI network data collection applications, simultaneously, without need for programming.
- B. The endpoint shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.
- C. The endpoint shall transmit readings from the encoder that are not older than 15 minutes.
- D. The endpoint shall transmit the meter reading continuously at a predetermined transmission interval.
- E. The endpoint shall transmit AMI network messages every 7 ½ minutes – standard. No
- F. Each AMI network message shall include capability to include 3-meter readings for redundancy to improve read success rates.
- G. The endpoint shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.
- H. In the event of a cut wire, the endpoint shall not send the last good read as this can lead to miss-billing. The endpoint shall transmit a trouble code in lieu of the meter reading.
- I. Tamper – If wiring has been disconnected, a "non-reading" shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
- J. Each device shall have unique pre-programmed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer's designation, and date of manufacture.
- K. The endpoint shall transmit the encoder meter reading and a unique endpoint ID number.

- L. The endpoint shall interface to encoder registers using Neptune ProRead, Neptune E-CODER or Sensus UI- 1203 communication protocol via a 3-conductor wire without need for special configuration to the endpoint.
- M. The endpoint shall periodically transmit a packet that includes the register information such as register ID, register type, and other status information no less than weekly.

1.14 OPERATIONAL CHARACTERISTICS

- A. Power shall be supplied to the endpoint by a lithium battery with capacitor.
- B. The number of radio-based meter reads performed must not affect the battery life.
- C. The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
- D. The battery shall be a fully potted component of the endpoint with no external wires.
- E. The vendor shall warrant that the endpoints shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years from the date of shipment from factory without prorating and the second ten (10) years with prorating, as long as the endpoint is working under the environmental and meter reading conditions specified.

PART 2 – PRODUCTS

2.01 DATA COLLECTION DEVICES

- A. The System shall provide a means of communication between the endpoint installed at the meter site and the host software. In a walk-by system, it must be a handheld computer capable of reading meters using keyed-entry, inductive encoder probing, or RF communications with an attached receiver device without the need to switch modes within the handheld.
- B. In the case of a mobile application, the data collection device must be a portable tablet, or smartphone that is Android or iOS compatible.
- C. For the fixed network application, the data collection device must be an environmentally sealed control box able to adapt to various installation settings and must have the capability to receive, store, and communicate meter readings to the host software for further use and analysis.

2.02 WALK-BY APPLICATION

- A. For Walk-By applications, the System must give user the ability to collect metering data in several ways:
 - 1. Keyed entry
 - 2. Inductive probing
 - 3. RF communication: The handheld must connect via Bluetooth to an RF receiving device

- B. The proposed walk-by data collection system must include:
 - 1. Handheld data collector device Bluetooth paired RF receiving device
 - 2. Communication cradles for charging and loading the handheld unit (only for devices running Windows Mobile OS)
 - 3. Probes for interrogating Neptune ProRead/E-CODER or Sensus UI 1203 protocol absolute encoders (optional)

- C. Handheld Data Collector Basic Functions
 - 1. The handheld data collection device shall have the capability to collect and store meter readings at any time of the meter reading route by any of the following methods:
 - a. Manual use through an alphanumeric keypad.
 - b. Probing of water meters equipped with supported absolute encoders.
 - c. Via radio frequency through a Bluetooth-paired receiver.
 - d. The unit shall be able to obtain all types of readings on any particular route without requiring:
 - e. Reprogramming of the handheld computer.
 - f. Physical change of software contained within the unit while in the field.
 - g. Access through special software menus contained within a given route/program.
 - 2. The handheld data collection device must be able to multitask by collecting data while in keyed entry (manual) meter reading mode.

- D. Hardware Requirements
 - 1. Operating System: The System must support a variety of handheld data collection devices. These devices must run Windows Mobile 6.1 or 6.5 Operating System, Android Operating System, or Apple iOS Operating System.
 - 2. Case (Only for Devices Running Windows Mobile OS)
 - a. The unit must be able to withstand 26 drops at room temperature from four (4) feet onto plywood over concrete.
 - b. The handheld must meet and exceed MIL-STD 810F standard, method 516.5, procedure IV for drop tests.
 - c. The handheld shall be ergonomically designed to be comfortable for handheld meter reading.

3. Display
 - a. The size of the display characters must be selectable, allowing the use of larger characters that are easier to read. The screen must support a minimum resolution of 480 by 640 pixels or 640 by 480 pixels.
 - b. There must also be a manual contrast adjustment feature which will allow the user to adjust the contrast to his or her satisfaction.
 4. Keyboard (Only for Devices Running Windows Mobile OS)
 - a. The handheld must support one of the two keyboard options:
 - b. The keyboard must have independent numerical keys with adequate separation for use with a gloved hand. Must have a full-on screen, customizable alphanumeric keyboard.
 - c. Full QWERTY keypad with adequate separation with a gloved hand with number pad as well as directional buttons with four programmable buttons.
 - d. There must be an auto-repeat function on keys and a rapid response between keying and seeing results on the screen.
 5. Battery
 - a. The battery capacity must be sufficient for a minimum of ten (10) hours of meter reading.
 - b. The handheld must come with a power management system designed to conserve power.
 6. Memory
 - a. The handheld data collection device must include a minimum of 128 MB of DDR SDRAM.
 - b. The handheld must have 512MB or greater of on-board non-volatile flash storage.
 7. Carrying Method (Only for Devices Running Windows Mobile OS)
 - a. A carrying mechanism must be provided with each unit and must provide ease of use for right- or left-handed operators.
 8. Size
 - a. The handheld data collection device dimensions must not be larger than:
 - 1) Length: 10.5" (17.6 cm)
 - 2) Width: 5.2" (10 cm)
 - 3) Height: 1.9" (5.0 cm)
 - 4) Or device specific for Android and iOS powered devices
 9. Weight
 - a. The unit's weight must be no more than 2.3lbs with battery installed.
- E. Environmental Characteristics (Only for Devices Running Windows Mobile OS)
1. The handheld must include but not be limited to the following:
 - a. The unit must operate in a temperature range of -30°C to +60°C (-22° F to +140° F).
 - b. The device shall be water-resistant, capable of unlimited exposure to spray or splash (such as rain or snow).

- c. The handheld unit must be capable of being immersed in 3.3ft (1 meter) of water for 30 minutes.
 - d. The device must be protected against an 8kV static discharge without loss of data.
 - e. The unit must be resistant to various chemical products and must be sealed to keep out dust, humidity, and water.
 - f. The device must be shock-resistant exceeding IEC 68-2-32 method 1 (a one-meter drop on concrete).
 - g. The unit must be CE and FCC certified.
- F. Handheld Software Basic Functions
- 1. The handheld software must be easy to use and give the meter reader control over the route in searching for accounts, entering related notes, and manually reading meters.
 - 2. The handheld software must include entry of meter readings.
 - 3. In addition, the handheld software shall include but shall not be limited to the following basic features:
 - a. User customizable key assignments.
 - b. Allow manual or automatic entry of meter readings, ID numbers, and note codes.
 - c. Perform high/low test on readings.
 - d. Date and time stamped to each reading.
 - e. Identify type of reading – manual keyed, probed, or RF endpoint.
 - f. Perform unread meter search.
 - g. Found meter processing for new accounts.
 - h. Data search capability (display, notes, and ID).
 - i. Auto-search for automatic reading of encoded meters.
 - j. Display the number of read and unread accounts on demand.
 - 4. Sounds: Successful meter readings must be confirmed by an audible tone.
- G. Communication
- 1. Communications between the handheld and the PC software must be established using a wireless synchronization or cradle connected via Ethernet or USB. In addition, the following basic features must be included:
 - a. Extensive error checking is provided to ensure data integrity during communications between the handheld and the PC.
 - b. A typical route of 400-500 accounts can be loaded or unloaded in less than one minute with the ability to load more than 5,000 records into a single handheld unit.
 - c. Routes/books can be split at the PC level.
 - d. Once loaded, routes may be individually selected on the handheld.
- H. Communications/Charging Cradles
- 1. The communications/charging cradle will be housed in a suitable material that can be wall or tabletop mounted.

2. It will have the capability of recharging the handheld unit within four hours and also provide the communication port connection to the computer.
3. The cradle will be capable of communicating with the host computer at 10 Mbps.
4. The cradle must be capable of both USB and Ethernet communications with a PC.
5. The charging units must carry the Underwriters Laboratory (UL) seal of approval.

I. Probes

1. The handheld must be compatible with a wireless probe capable of reading Neptune ProRead/E-CODER or Sensus UI 1203 protocol absolute encoders.

J. Radio Frequency Capability

1. The meter reading system must be capable of being upgraded to radio frequency communications. Utility plans to read water meters equipped with radio frequency endpoints. Only absolute encoder registers using Neptune ProRead/E-CODER or Sensus UI-1203 communication protocols shall be acceptable. For the radio frequency-based meter reading system, the encoder registers will be connected to an RF endpoint that shall provide the radio link from the meter to the handheld interface unit. Endpoints shall feature "auto detect" functionality and shall not require reprogramming in the field.
2. The handheld radio frequency receiver must be separate from the handheld unit itself.
3. Radio Frequency Reading Function
 - a. The function of the handheld and external receiver in radio frequency mode is to provide utility the capability of reading meters via radio signals transmitted by the RF endpoints. The external receiver must be capable of receiving RF readings and transferring those readings to the handheld via Bluetooth connection. All transmissions from supported endpoints will be collected. The reading of any endpoint shall be automatically stored in the proper account record without the intervention of the meter reader. Should any endpoint not be able to be read during the route, the software shall support storage of a flag in the account record, indicating clearly that the endpoint could not be read. When reading the meters in the RF mode, it should not require the meter reader to activate any wake-up tone.
 - b. The handheld with the external receiver reading equipment must provide a test mode to verify operation of the endpoint. This test mode must be accessible from within the meter reading application as well as accessible from a handheld's main screen (no login required). The test application must be capable of reporting statistics for an individual endpoint or displaying all endpoints within range.
4. Walk-By Rf Transceiver
 - a. The walk-by RF transceiver must be a separate belt clip, wearable, transmit/receive device which communicates via Bluetooth to the handheld.
 - b. The walk-by RF transceiver must support the ability to remotely command the endpoint to transmit data log interval data.

- c. The walk-by RF transceiver antenna shall be internally mounted.
- d. The walk-by RF transceiver must meet FCC Class B certification.
- e. The walk-by RF transceiver must contain an SD card.
- f. The walk-by RF transceiver must utilize SDR (software-defined radio) technology.
- g. The walk-by RF transceiver must contain a mini-USB port for both battery charging and PC communications.
- h. The walk-by RF transceiver must contain a field replaceable battery.
- i. The walk-by RF transceiver must have four (4) LEDs displaying the following:
 - 1) Battery/Power status
 - 2) RF status
 - 3)Bluetooth status
 - 4) Mode status
- j. The external RF transceiver must be capable of unattended operations where the receiver is not paired with any handheld device but hears and stores any received reading packets to the SD card. This data must be able to be imported into the host software for use as billing reads.
- k. The following specifications must be met:
 - 1) Radio Characteristics
 - a) Receiving Frequency: 910-920 MHz unlicensed RF.
 - b) The walk-by RF transceiver must have 50 channels.
 - c) The walk-by RF transceiver must support reading eight (8) channels simultaneously.
 - d) The walk-by RF transceiver must be capable of processing 360 RF packets per second.
 - 2) Size and Weight
 - a) Physical specifications of the external RF receiver must be within the following parameters:
 - Length: 5.75" (14.6 cm)
 - Width: 1.66" (4.22 cm)
 - Height: 3.58" (9.1 cm)
 - Weight: (with battery): 1.3 lbs.
(without battery): 1.1 lbs.
 - 3) Environmental Operating Conditions
 - a) Operating conditions: -4°F to +122°F (-20°C to +50°C)
 - b) Storage temperature: -40°F to +185°F (-30°C to +70°C)
 - c) Designed to and tested to MIL-STD-810F specifications
 - d) Designed to withstand electrostatic discharges per EN61000-4-2
 - 4) RF Walk-by Receiver Battery Life
 - a) The data collection device battery must provide enough power to support RF meter reading for a minimum of eight (8) hours.

2.03 MOBILE DATA COLLECTION SYSTEM

- A. The mobile data collection device must be a portable, compact electronic system mountable in any vehicle.
- B. The mobile data collection device shall be easily transportable from vehicle to vehicle or from vehicle to office.
- C. Hardware Specifications
 1. The key components of the mobile data collection device must consist of a portable personal computer (PPC) or Android/iOS mobile device, an integrated radio receiver unit, and remote rooftop magnet mount antenna.
 2. The mobile data collection device must be easily installed in any vehicle that will drive to the field for meter reading. It must be mounted securely in the passenger seat with a standard seat belt. Through a 12V DC plug-in power cord, the unit must be powered from the vehicle's power supply (cigarette lighter).
 3. The mobile data collection device must include a magnetic base antenna and the antenna cord as well as all necessary power and communication cables.
 4. The mobile data collection device shall draw no more than one (1) AMP of power. The mobile data collection device dimensions must be no larger than the following parameters: 11.0" x 8.0" x 3.15". The weight shall not be more than five (5) lbs.
 5. The mobile data collection device shall support the connection to any mobile device that meets the following minimum system requirements:
 - a. Operating System: Android Operating System 6 and above, iOS Operating System 11 and above
 - b. Communication: Internal 801.11 b/g wireless LAN or Cellular Connectivity
 - c. Bluetooth
 6. The mobile data collection unit should also be capable of supporting Itron R300 and Itron electric bubble-up ERTs in the event the utility supports electric meters.
- D. Environmental Conditions
 1. The mobile data collection device must work in the following environmental conditions:
 - a. Operating Temperature: 32° to +122°F (0° to +50°C)
 - b. Storage Temperature: -40°F to +185°F (-40°C to +85°C)
 - c. Operating Humidity: 5 to 95% non-condensing relative humidity
- E. Mobile Data Collection Software Basic Functions
 1. The software must be a dialog-based, intuitive, easy-to-use meter reading application.
 2. After the meter reader starts the reading process, the software must automatically collect the meter reading data received from the radio receiver unit. The software should capture all readings for any routes loaded without having to select the route for reading.

3. The software should have an option to wirelessly synchronize meter reading routes and reading data with the host software in real-time or on-demand.
4. The software shall be touchscreen friendly and operate on Android or iOS devices.
5. Unit must be capable of optimizing the memory storage space by filtering out duplicate readings from the same endpoint and keeping only the last reading received.
6. Each reading record must contain an endpoint ID and a time stamp of the reading.
7. The software must be capable of performing high/low test on readings.
8. The software must provide a progress bar that provides route reading status for individual as well as all routes combined.
9. The software must support retrieval and graphing of 96 days of data logging intervals from the endpoint.
10. The software must contain a test mode used to validate endpoint installation. The test mode must provide endpoint ID reading, as well as flag status.
11. The software must have an option to geocode meter reading routes by address.
12. The software must allow a manual reading to be entered into the account record.
13. The software must allow freeform notes to be entered to record conditions in the field that require noting and may require an additional work order created to address at a later date.
14. The software must have a GIS mapping option compatible with ESRI ArcGIS.
15. The software must have advanced filtering to allow the user to view route mapping data by conditions such as flag type/status, audit status, and read status.
16. The software must be capable of displaying meter points and read success and unread accounts via GIS mapping interface. The software must be capable of collecting the following information for the host to generate reports; leak detection, tamper detection, and backflow conditions.
17. The software must allow for GPS location tracking of the meter reading vehicle.
18. The software must allow for GPS breadcrumb tracking of the meter reading vehicle during the route reading process.

F. Mobile Data Collection Device Performance Requirements

1. The magnet mount antenna must be omni-directional and support a gain of 5 dB minimum.
2. The receiver utilized must operate with a minimum sensitivity of greater than 110 dBm.
3. The receiver module must process at minimum 72 discreet channels across a 10 MHz bandwidth utilizing a digital signal processor capable of capturing eight-meter readings simultaneously from these channels.
4. The receiver module must operate with a dynamic range of greater than or equal to 100 dB with a message success rate greater than 50%.
5. The mobile data collection device must be able to maintain a minimum sustained processing rate of 70 unique meter reading accounts per second.
6. The mobile data collection device must reject a minimum 45 dB of noise energy above the target message in adjacent channels.

7. The mobile data collection device must operate effectively at posted speed limits.

2.04 FIXED NETWORK COMPATIBILITY

A. Basic Requirements

1. The fixed network functionality must be able to operate in parallel with other meter reading technologies such as walk-by, handheld, and mobile systems and utilize a common interface to the CIS/billing software system. The fixed network functionality must also support the migration of technologies (example: handheld to mobile, mobile to fixed network).
2. The fixed network functionality is comprised of two major components; data collection software and fixed network data collection units.
3. The fixed network functionality must be capable of automatically retrieving reading information from the same endpoints being read by walk-by and mobile data collection devices to manage customer account and meter reading data, to provide usage analysis, and to provide a flexible host interface to utility's CIS system.
4. The fixed network functionality must be capable of retrieving consumption information from endpoints via walk-by, mobile drive-by, and fixed network data collection without the need for mode changes or reprogramming.
5. The host software must be capable of storing meter readings with the capability to store up to 96 readings per day per meter. The host software must also provide meter reading management reports, usage analysis reports (flow profiling, leak detection, tamper detection, and reverse flow conditions), off-cycle reads, and system management diagnostics. Must provide comprehensive coverage for all selected strategic commercial and industrial customers, including indoor, outside, and in pits/vaults, utilizing a single or hybrid technology solution. The network architecture should provide scalability and adequate bandwidth to provide hourly reading requirements.
6. The WAN architecture must be flexible to allow communications via common public communication networks such as CDMA, GSM, and LTE cellular systems.
7. The fixed network functionality must utilize an unlicensed radio frequency band for LAN communications.
8. Network management tools must be available to properly monitor the performance of the system to ensure reliable data delivery to utility for all billing and/or other customer service applications.
9. Both the fixed network WAN and host software shall remain the property of utility. All costs associated with the ongoing operation of the system will be the responsibility of utility.
10. Utility shall be responsible for the operation and maintenance of the fixed network infrastructure.

B. Hardware Requirements

1. Fixed network data collection must support flexible installation configurations for rooftop, pole, and wall installations.

2. The fixed network data collection units must utilize a 50-channel, software-defined radio (SDR) capable of processing up to 360 readings per second and eight (8) readings simultaneously. The fixed network data collector must support a web service connection to the host software.
3. The fixed network data collection units must provide USB flash drive data retrieval in the event of a backhaul outage. All data stored to the USB flash drive must be encrypted via AES128.
4. The fixed network collector shall utilize an SD card for flash memory storage.
5. The fixed network shall encrypt all stored reading files via AES128.
6. The fixed network data collection units with AC power must have an uninterruptible power supply (UPS) capable of powering the data collector for eight (8) hours in the event of a power outage.
7. The fixed network data collection units must support the following backhaul options:
 - a) EVDO Rev A (CDMA)
 - b) UMTS/HSPA (GSM)
 - c) 4G LTE
 - d) Fiber
 - e) Ethernet
8. The data collection units shall consist of the following:
 - a) NEMA 4X enclosure
 - b) 100-140V power supply with UPS or solar cell with battery backup
 - c) LAN: Receiver shall support unlicensed communication protocol from endpoints and comply with FCC part 15.247
 - d) WAN: Multi-carrier cellular modem or Ethernet
9. Must be able to provide a minimum daily meter reading resolution.
10. Must be able to store a minimum of seven (7) days of data in the fixed network data collector.
11. The data collection unit must meet the following environmental operating requirements:
 - a) Temperature range: -20° F to +140° F (-30° C to +60° C)
 - b) Humidity: 0 to 95% non-condensing inside enclosure

2.05 AMI/AMR UTILITY SOFTWARE APPLICATION OVERVIEW

- A. The utility application must provide all the controls needed in the network for the essential functions of the metering data output received from the communication with field collection devices. The application must present this data within an intuitive user interface that is easy to interpret and understand. It must integrate seamlessly with other third-party applications the utility utilizes such as CIS/billing software applications and work order management systems.

B. Basic Functionality for AMR & AMI

1. The utility application shall have the capability of interfacing with the utility's CIS/billing software through a file layout that meets the specifications provided by the systems vendor.
2. The application must have a method to import and export files for billing processes.
3. A method must be available for a user to specify the routes to be exported and for transferring files from the application to the billing system.
4. The application must be accessible through an internet web browser for accessibility anywhere.
5. The utility application must operate within a Microsoft Windows platform and is hosted by the systems vendor.
6. A geographical view of metering assets shall be available within the user interface.
7. The utility application must allow Mobile AMR and AMI networks metering processes to be run in parallel within a single user interface.
8. Graphical presentation of consumption data must be viewable within the user interface.
9. The application must have a method to display individual account consumption based on meter size, meter type and unit of measure.
10. Multiple levels of user security access must be available within the utility application.
11. A method to search for records matching an endpoint ID, Account, Name, or Address must be available within the application.
12. The application must support meter readings (4-8 digits) and endpoint ID numbers up to 10 digits.
13. All metering output data, such as leaks and reverse flow indications, shall be viewable within the application. Granular reporting shall be available that defines all accounts that have triggered the event.
14. The utility application shall display the top 10 consumers with the highest consumption within the user interface. A method to view additional high usage consumers should be available.
15. Reading performance reports and usage analysis capabilities shall be available within the utility application.
16. All available reports shall be exportable to Microsoft Excel or PDF formats.
17. The utility application shall present to the user the number of successful, unsuccessful and invalid readings.

C. AMI Network Software Functionality

1. The application must have the capability to store all meter data information obtained from the AMI Data Collection Devices.
2. The application must provide system critical alarms, such as reverse flow and potential continuous consumption, in a statistical view within the utility application and provide notification to utility personnel.
3. The utility application shall have a method to clone a specific AMI collection device for a replacement device when required.

4. The application must have the capability to monitor endpoints that have transmitted for the first time to identify reading success.
5. Monthly, daily and hourly consumption shall be viewable within the user interface in a tabular and graphical data presentation.
6. Daily and hourly readings shall be viewable within the user interface in a tabular format.

D. Mobile Amr System Functionality

1. The cloud platform must provide the capabilities of collecting metering data from the Mobile AMR collection devices and present the data in a user-friendly view for consumption by utility users.
2. The following functionality shall be provided within the software:
 - a) The utility application must have a method to view, load, and make route assignments for meter readers.
 - b) A method of loading routes to handheld, mobile drive-by handheld, cellular phones and tablet devices shall be viewable within the application.
 - c) The application shall provide a method of data transfer to the mobile drive-by device and accept data from the device.
 - d) The application shall manage the routes that are loaded into the data collection device.
 - e) The application shall have a method to communicate wirelessly to handheld, cellular phones or tablet devices.
 - f) The utility application shall have a method to split routes by collection method or into equal parts for managing meter reading load activities.

PART 3 – EXECUTION

3.01 MOBILE APPLICATION DEVICE COMPATIBILITY

- A. The mobile application shall contain a method of completing meter reading tasks via an Android or an iOS mobile phone or tablet device.
- B. The mobile application shall contain a method to provide data log capabilities via a mobile phone or tablet device.
- C. When using a mobile device for meter reading, the software platform shall provide a method of real-time synchronization for loading and unloading routes on the device.
- D. The mobile application shall have a method to data log a meter endpoint, and it shall include graphical and tabular views that include any meter output such as leaks and reverse flow indications.

3.02 SOFTWARE-AS-A-SERVICE (SAAS)

- A. The utility requires a vendor that is responsible for ownership of the software and all associated hardware to operate the software. The utility shall only be responsible for the computers or laptops needed to access the applications via a web browser. The City shall maintain ownership of all data received by the AMR system or the AMI network and shall be provided online access to all data during an active subscription. In the event the subscription terminates, the vendor shall provide the data to the utility in an agreed upon media format.
1. The vendor shall provide the following services to the utility during the subscription:
 2. The SaaS vendor must have a minimum of two years' experience providing hosting services within the water utility space.
 3. The SaaS subscription must cover all software patches, operating system updates, security and network monitoring, and platform preventive maintenance.
 4. The vendor shall provide the utility with a service level agreement that meets 99% application availability during business hours of operation, excluding corporate holidays.
 5. A disaster recovery plan for any failures at the managed services center to ensure continuity of the utility's data and continued access that meets agreed upon contract SLAs shall be provided by the SaaS vendor.
 6. The SaaS vendor must have a data backup strategy and process.
 7. A method of communicating or alerting the utility in the event of system failure or downtime must be provided by the vendor.
 8. The vendor shall have security and monitoring services in place that ensures the privacy and security of the utility's data.
 9. The vendor shall ensure that the data and all redundant data is housed in the country in which the utility resides.
 10. All data in transit to the cloud must be encrypted.

3.03 TRAINING AND SUPPORT

- A. An approved, detailed training plan must be developed by the vendor with approval by the utility based on results of pre-implementation meetings. The following are items to be determined during these meetings:
1. Identify the training personnel and the employees to be trained.
 2. Identify training schedules for hardware, software, and complete system products.
 3. Define acceptance criteria for system deployment.
- B. The vendor shall be responsible for fully training utility personnel in the system mapping, deployment planning, and installation of all end-point hardware and reading systems.

3.04 SUPPORT SERVICES

- A. The vendor shall have a customer support department. The customer support department is required to maintain a telephone help desk and must have the capability of continuing the support through the use of a service agreement. A list of required services to be provided by the help desk includes but is not limited to the following:
 - 1. Answer and resolve hardware/operation/maintenance questions and problems.
 - 2. Answer and resolve software operation questions and problems.
 - 3. Evaluate information for updates or revisions.
 - 4. Evaluate personnel for training needs.
 - 5. Perform additional on-site training or evaluation as needed.
- B. The help desk must be available weekdays between 8:00 a.m. and 6:00 p.m. EST with after-hours numbers available as needed.

3.05 INSTALLATION AND TRAINING

- A. Complete installation and operating instructions will be included for all supplied hardware and software equipment. The training must be supplied by the System manufacturer or approved VAR. Proposal must include any additional costs for training and assistance to install and begin operation of the System. The vendor will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for all hardware installation.

3.06 PERFORMANCE WARRANTIES

- A. In evaluating bid submittals, warranty coverage will be considered. The vendor shall be required to state its warranty and/or guarantee policy in writing with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

3.07 SYSTEM MAINTENANCE SUPPORT

- A. In addition to warranty periods, vendors are required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software.
- B. Vendor must offer multiple-year maintenance contracts, so utility can take advantage of multi-year discounts.
- C. The location of and procedures for obtaining such support shall be stated. A toll-free help desk number must be provided for system support.

3.08 VENDOR QUALIFICATIONS

- A. The qualified vendor will have a minimum of ten (10) years' experience **with** meter reading systems. The selected vendor shall be thoroughly versed in encoder meter and RF AMR/AMI technology and be a major supplier in the marketplace. The proposed System shall be manufactured and maintained by the selected vendor or an equity partner.

- B. All vendors shall document which water meter manufacturers and models with which they are capable of interrogating with the proposed meter reading equipment. A customer reference list shall be enclosed with the proposal.

END OF SECTION

SECTION 15150

WATER METER INSTALLATION

INDEX

PART 1 – GENERAL

- 1.01 SCOPE OF WORK
- 1.02 STANDARD OF WORKMANSHIP
- 1.03 METHOD OF PAYMENT

PART 2 – PRODUCTS

- 2.01 WATER METER

- 2.02 REDUCTION OF LEAD IN DRINKING WATER ACT COMPLIANCE

PART 3 – EXECUTION

- 3.01 ARRANGEMENTS FOR INSTALLATION
- 3.02 INSTALLATION
- 3.03 TESTING

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The scope of work includes furnishing water meters and providing all labor, materials and equipment for installation of water meters including water remote read on outside of building. The work includes the Contractor's arrangements with individual residents and property owners for access to the individual buildings for installation of the water meter. The meters must be compatible with the City's meter reading software.

1.02 STANDARD OF WORKMANSHIP

- A. The City of Mount Vernon expects all water meter installation shall be completed utilizing good workmanship and generally accepted workmanship practices and standards for plumbing installation.
- B. Vendor may replace meters that become defective within guarantee period with meters that comply with this specification. Mount Vernon Water Supply will return defective meters to vendor at vendor's expense. Meters repaired or replaced under this guarantee must meet accuracy limits for new meters upon receipt and accuracy limits for remaining period of initial guarantee.
- C. Manufacturing quality control shall permit successful interchangeability from one meter to another of same size including registers, measuring chambers and units, discs or pistons as units, change gears, bolts, nuts, and washers without affecting accuracy of new meter.
- D. Provide manufacturer's unconditional guarantee for each sealed register against leakage, fogging, discoloration and stoppage for fifteen (15) years from date of installation.

1.03 METHOD OF PAYMENT

- A. For purposes of the base unit price, Contractor may assume the existing shut-off valve is operable and can be located on the inlet side of the water meter.
- B. In the event there is an unusual water meter installation that does not appear to be properly categorized, the City will review the installation and determine if it constitutes an unusual condition. If the installation constitutes an unusual condition, the City will negotiate a time and materials basis for the installation.
- C. City recognizes the actual number of each type of installation will vary from the estimated type of installation as set forth in the Proposal. Payment will be on the basis of actual number of each type of installation. Log sheet in Appendix B required to justify compensation for each installation type.
- D. See section 01150 MEASUREMENT AND PAYMENT for detailed information on individual payment items.
- E. City will make payment to Contractor each month on the basis of work completed. Payment will be made for complete installations only.
- F. Requests for payment must be submitted to City at least 10 days prior to Council meeting. Payment requests should be submitted to City Clerk with a copy to Veenstra & Kimm, Inc.
- G. Contractor shall identify manufacturer and model of proposed meter in Proposal.

PART 2 – PRODUCTS

2.01 WATER METER

- A. All cold water meters must use solid state measuring technology with no moving parts in the flow path. The meter should be resistant to wear and impurities in the water.
- B. All sensors and electronics should be designed so that no direct exposure is made with fluid. The meters should be hermetically closed and vacuum-sealed to prevent humidity from reaching the electronics and avoid condensation between the glass and display.
- C. The manufacturer should have field proven experience in manufacturing solid state meters. Meters should be produced in an ISO 9001C facility and should use the UI 1203 protocol which is a widely accepted industry protocol.

- D. Positive displacement type magnetic drive cold water meter. Water meter shall comply with provisions of ANSI/AWWA C700: Neptune R900v4 RF or Sensus SR11.
- E. Remote read; pulse generator register remote read in numeric readout. All remote reads must be capable of visual register reading in U.S. gallons. All remote readouts capable of interior or exterior mounting. Batteries shall have a minimum rated life of fifteen (15) years.
- F. Registers:
 - 1. Lens: Impact resistant.
 - 2. Register box: Tamper resistant by means of tamper screw or plug.
 - 3. Register: Permanently sealed, straight-reading, magnetic driven, U.S. gallons.
 - 4. Digits: black in color, with lowest registering three (3) digits (below 1,000-gallon registration) having contrasting digit and background color.
 - 5. Register capacity of meters: 9.99 million gallons for 1-inch.
- G. The meter shall support Smart Utility Network two-way communication with a variety of meter types using attached communications modules. These modules shall be able to perform their two-way functions without using non-water meters.
 - 1. The meter shall support accurate time using the Smart Utility Network.
 - 2. The Smart Utility Network solution shall support notifying the utility and the customer when a continuous flow alarm has occurred.
 - 3. The settings for the water alarms shall be configurable on-site and remotely over-the-air from the Smart Utility Network head end software.
- H. Meters shall be capable of detecting the following:
 - 1. Magnetic tamper.
 - 2. Reverse flow of water.
 - 3. High flow and higher than usual flow for the service.
 - 4. Continuous consumption based on customer configurable settings for alarm.

2.02 REDUCTION OF LEAD IN DRINKING WATER ACT COMPLIANCE

- A. The Contractor shall comply with the requirements and standards of the Reduction of Lead in Drinking Water Act.
- B. Any pipe, fitting or fixture, solder and flux installed or requiring replacements as of January 4, 2014, must be "lead free." The Contractor shall be responsible to comply with the State, local laws, ordinances, codes, rules, and regulations governing the Reduction of Lead in Drinking Water Act that may have additional limitations or requirements.

PART 3 – EXECUTION

3.01 ARRANGEMENTS FOR INSTALLATION

- A. Contractor shall be responsible to contact resident or property owner of all residences and commercial buildings requiring water meter installation to arrange for access.
- B. City will provide current listing of contact person for all occupied and vacant buildings.
- C. Contractor shall make a minimum of 6 contacts at varying times and dates, in person, by mail and telephone to arrange access.
- D. In the event Contractor cannot arrange access after a total of 6 documented efforts by using each of the 3 separate contact methods at least once, Contractor shall notify City. City will arrange access at time acceptable to property owners or resident and the Contractor.
- E. Contractor should expect some installation may occur outside of standard Monday through Friday business hours. Evening and weekend installation anticipated to accommodate residents and property owners.

3.02 INSTALLATION

- A. Contractor shall be responsible for all labor and materials necessary to install water meter in accordance with Manufacturer's Instructions and AWWA specifications. The meter shall be installed in a neat and workmanlike manner by technicians who have been trained and informed of the technical and procedural requirements of the work.
- B. The following summary describes the general steps of the installation work to be done. The actual work may differ from this description, and will not be limited to these actions:
 - 1. Replace old meter with new meter with encoder register
 - 2. Seal Meter
 - 3. Test installation with Manufacturer's tester or equivalent
 - 4. Clean work area
 - 5. Complete paperwork
 - 6. Inform homeowner of actions
- C. Customer shall provide timely assistance when requested by the installer in locating and operating shut-off valves. Customer must provide access to the water meter. Contractor shall not be required to move customer's belongings and shall not be subject to dangerous or unsafe working conditions.

- D. Contractor shall not perform installation at locations with corroded piping, existing damage, plumbing irregularities, substandard condition or existing connections not in conformity to current building codes but shall notify the City of the existing conditions.
- E. If the inside valve is not capable of shutdown, the City shall shut off service at the curb stop. If the curb stop is inoperative the Bidder shall contact the City for a possible shut down of main for the meter replacement. If the curb stop cannot be located, the City will assist the Bidder with shut down.
- F. Visually check for leaks under normal operating pressure following installation. Repair or replace leaking components. It will be presumed that any leaks or defects within 3 feet of meter reported by the Customer to either the Contractor or the City within thirty (30) calendar days after completion of the replacement are the result of the replacement efforts, and the Contractor will repair the damage at no additional cost. This presumption will not apply to leaks or other pre-existing conditions noted by the Contractor during the replacement, nor shall this presumption be construed as the sole basis upon which liability can be attributed to the Contractor.
- G. Contractor shall be responsible to install remote read on exterior of building. Remote read shall be at a location that is accessible to City for meter reading purposes.
- H. Installer shall test read each installed water meter from the property line or street before they leave the property to verify each meter works properly.
- I. Contractor shall provide to the City a record of the location of the water meter and the location of the remote read out for each location. Contractor shall also document service line materials entering building up to point of metering and any backflow prevention devices. Any lead service lines identified shall be immediately relayed to the City. Installer shall complete an electronic meter card for each meter installed. See Appendix B for a sample meter card and information required for submittal.
 - 1. Meter cards shall be submitted to the Engineer prior to payment of each type of installation.
- J. If, in the Contractor's opinion, the condition of the Customer's existing service piping is such that significant damage would result from attempting to remove and replace the existing water meter, the Contractor shall inform the City. The City will inspect and if the City and the Contractor concur, the City will work with the customer to have the existing service line repaired. After the service line is repaired, the meter installation contractor will return to do the meter change out.
- K. If the City does not concur with the Contractor's judgment, and directs the Contractor to perform the meter replacement, and the Customer's service piping is damaged as a result, then the City will bear any and all costs of such damage and will be billed on a time and material basis.

- L. Any defective installations, if deemed to be of emergency nature by the Customer, must be investigated and corrected by the Contractor within four (4) hours of notification. Contractor must provide a reliable means for contact and be available for emergency work 24 hours per day, seven (7) days per week.

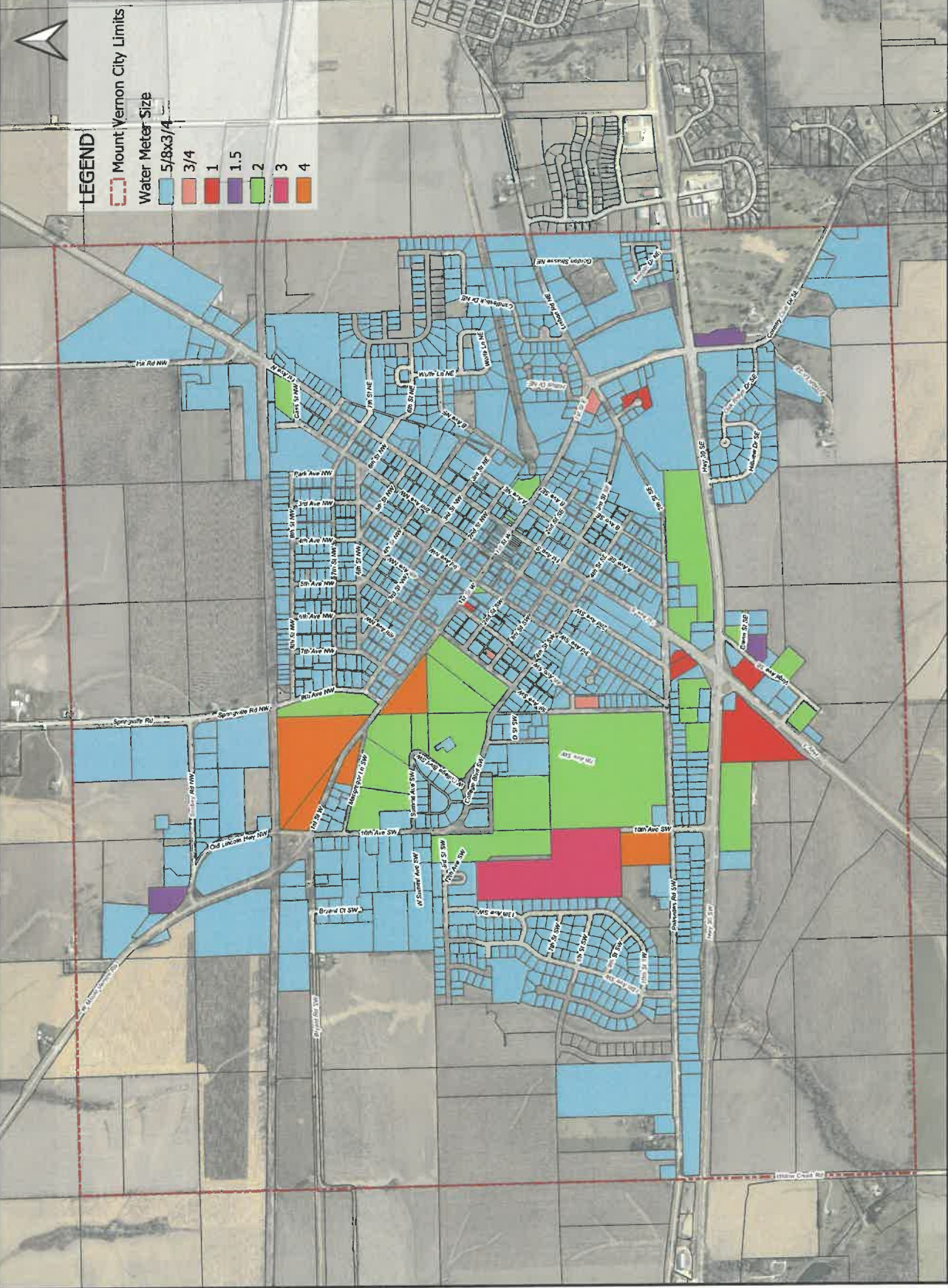
3.03 TESTING

- A. Accuracy registration tests will be conducted in accordance with latest revision of AWWA standard for type, age and size of meter.

END OF SECTION

APPENDIX A
METER LOCATIONS

COMMENTS:



APPENDIX B

MOUNT VERNON WATER METER CARD



MOUNT VERNON WATER SUPPLY

WATER METER CARD



Meter Card ID 0001

SAMPLE ONLY

SitusAddress 123 E Hwy 13th Ct SE Suite B Dows Hall

Utility Account N TEST ONLY

Street Number 123 Predirection E Pre-type Hwy

Street Name 13th Street Suffix Ct Suffix Direction SE

Unit Type Suite Unit Number B Building Name Dows Hall

Old Meter Final Read 00000000123

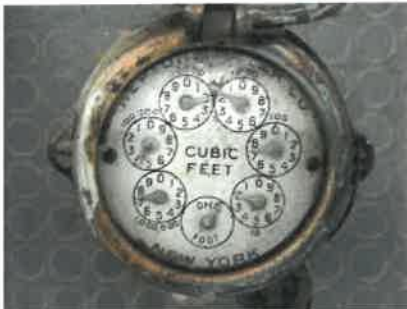
New Meter Manufacturer Neptune New Meter Serial Number 000000000123

Radio ID # 000001023 Meter Size 5/8 x 3/4 New Meter Initial Read 00000123

Water Meter Installation Date 9/29/2023 Water Meter Installer Initials CAP

Water Meter Location Description Space to describe location of water meter and any special notes, such as located behind utility panel.

Water Meter Photograph-Old



Water Meter Photograph-New



Backflow Preventor Yes

Backflow Preventor Photo



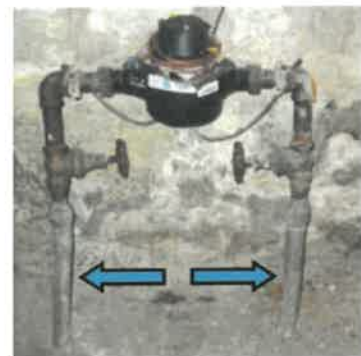
Comments Space for water meter installer to add any notes pertaining to installation.

Water Service Size 1 in.

Private Side Service Line Material L **SAMPLE ONLY**

- L = Lead
- G = Galvanized Iron/Steel
- C = Copper
- P = Plastic
- O = Other
- UN = Unknown
- UB = Unknown, but installed after 1988
- UX = Unknown, but not lead
- UL = Unknown, but could contain lead
- COM = Combination but could contain lead

Water Service Line Photo



ALL ADDRESSES WITH LEAD OR POSSIBLE LEAD SERVICES MUST BE SENT IMMEDIATELY TO MOUNT VERNON WATER SUPPLY SUPERINTENDENT
Phone #: 319-270-0459

SAMPLE ONLY

AGENDA ITEM # J – 5

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

DATE:	April 15, 2024
AGENDA ITEM:	Pay Application #15 – Police Station Renovation
ACTION:	Motion

SYNOPSIS: Pay application #15 in the amount of \$25,135.72 is the final pay application, besides the retainage, for the police station renovation project.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #15

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024



SEPTAGON
CONSTRUCTION

Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Septagon Construction Company

Invoice No: 524-025
 Application Date: 4/10/2024
 Period To: 3/31/2024
 Architect's Project No:

Pay App No: 16
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
01		Project Management	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00	\$0.00
02		General Conditions	\$156,900.00	\$156,900.00	\$0.00	\$0.00	\$0.00	\$156,900.00	100%	\$0.00	\$0.00
03		Sitework	\$85,400.00	\$85,400.00	\$0.00	\$0.00	\$0.00	\$85,400.00	100%	\$0.00	\$0.00
04		Seeding	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$0.00
05		Concrete	\$77,800.00	\$77,800.00	\$0.00	\$0.00	\$0.00	\$77,800.00	100%	\$0.00	\$0.00
06		Rough Carpentry	\$46,700.00	\$46,700.00	\$0.00	\$0.00	\$0.00	\$46,700.00	100%	\$0.00	\$0.00
07		Roofing	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$6,400.00	100%	\$0.00	\$0.00
08		Doors + Hardware	\$68,400.00	\$68,400.00	\$0.00	\$0.00	\$0.00	\$68,400.00	100%	\$0.00	\$0.00
09		Overhead Doors	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$0.00
10		Flooring	\$63,900.00	\$63,900.00	\$0.00	\$0.00	\$0.00	\$63,900.00	100%	\$0.00	\$0.00
11		Specialties	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00	\$0.00
12		Drywall	\$64,500.00	\$64,500.00	\$0.00	\$0.00	\$0.00	\$64,500.00	100%	\$0.00	\$0.00
13		Casework	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$0.00
14		Painting	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	\$0.00
15		Glass	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00	\$0.00
16		Plumbing + HVAC	\$270,500.00	\$270,500.00	\$0.00	\$0.00	\$0.00	\$270,500.00	100%	\$0.00	\$0.00
17		Electric	\$112,000.00	\$112,000.00	\$0.00	\$0.00	\$0.00	\$112,000.00	100%	\$0.00	\$0.00
18		Cellulose Blown Insulation (PCCO 001, PCO 001)	\$6,719.56	\$6,719.56	\$0.00	\$0.00	\$0.00	\$6,719.56	100%	\$0.00	\$0.00
19		Underground Electrical	\$5,351.59	\$5,351.59	\$0.00	\$0.00	\$0.00	\$5,351.59	100%	\$0.00	\$0.00



Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Septagon Construction Company

Invoice No: 524-025
 Application Date: 4/10/2024
 Period To: 3/31/2024
 Architect's Project No:

Pay App No: 16
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
20		Repair (PCCO 002, PCCO 002) 1% Bond (PCCO 002, PCCO 003)	\$53.52	\$53.52	\$0.00	\$0.00	\$0.00	\$53.52	100%	\$0.00	\$0.00
21		1% Insurance (PCCO 002, PCCO 004)	\$53.52	\$53.52	\$0.00	\$0.00	\$0.00	\$53.52	100%	\$0.00	\$0.00
22		15% Overhead (PCCO 002, PCCO 005)	\$802.74	\$802.74	\$0.00	\$0.00	\$0.00	\$802.74	100%	\$0.00	\$0.00
23		Supervision (PCCO 002, PCCO 006)	\$210.00	\$210.00	\$0.00	\$0.00	\$0.00	\$210.00	100%	\$0.00	\$0.00
24		AIA adjustment to CO1 (PCCO 00001r, PCCO 013)	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.44	100%	\$0.00	\$0.00
25		Over Excavate Footings (PCCO 003, PCCO 007)	\$3,495.00	\$3,495.00	\$0.00	\$0.00	\$0.00	\$3,495.00	100%	\$0.00	\$0.00
26		8' Foundation Walls (PCCO 003, PCCO 008)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
27		Septagon OH&P 15% (PCCO 003, PCCO 009)	\$824.25	\$824.25	\$0.00	\$0.00	\$0.00	\$824.25	100%	\$0.00	\$0.00
28		1% Bond (PCCO 003, PCCO 010)	\$54.95	\$54.95	\$0.00	\$0.00	\$0.00	\$54.95	100%	\$0.00	\$0.00
29		1% Insurance (PCCO 003, PCCO 011)	\$54.95	\$54.95	\$0.00	\$0.00	\$0.00	\$54.95	100%	\$0.00	\$0.00
30		Septagon Supervision (PCCO 003, PCCO 012)	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$0.00
31		Wood Doors (PCCO 004, PCCO 016)	\$3,360.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$3,360.00	100%	\$0.00	\$0.00
32		Mezzanine OHD (PCCO 004, PCCO 016)	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$7,200.00	100%	\$0.00	\$0.00



Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Septagon Construction Company

Invoice No: 524-025
 Application Date: 4/10/2024
 Period To: 3/31/2024
 Architect's Project No:

Pay App No: 16
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
33		005, PCO 017) Acoustical Ceiling in Corridor (PCCO 006, PCO 019)	\$3,250.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00	100%	\$0.00	\$0.00
34		Concrete Curb (PCCO 007, PCO 021)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$0.00
35		Aluminum Storefront Window (PCCO 008, PCO 023)	\$6,180.00	\$6,180.00	\$0.00	\$0.00	\$0.00	\$6,180.00	100%	\$0.00	\$0.00
36		Dog Wash Station/Power washer (PCCO 009, PCO 025)	\$10,870.00	\$10,870.00	\$0.00	\$0.00	\$0.00	\$10,870.00	100%	\$0.00	\$0.00
37		Green Camera Openings (PCCO 010, PCO 028)	\$699.49	\$699.49	\$0.00	\$0.00	\$0.00	\$699.49	100%	\$0.00	\$0.00
38		Electrical Extras (PCCO 011, PCO 030)	\$6,286.36	\$6,286.36	\$0.00	\$0.00	\$0.00	\$6,286.36	100%	\$0.00	\$0.00
39		New Metal Door With Glass/Hardware (PCCO 012, PCO 032)	\$3,787.15	\$3,787.15	\$0.00	\$0.00	\$0.00	\$3,787.15	100%	\$0.00	\$0.00
40		New Acoustical Ceilings (PCCO 013, PCO 033)	\$9,069.15	\$9,069.15	\$0.00	\$0.00	\$0.00	\$9,069.15	100%	\$0.00	\$0.00
41		Electrical Re-Work Above Ceiling In Corridor 121 (PCCO 014, PCO 035)	\$2,262.45	\$2,262.45	\$0.00	\$0.00	\$0.00	\$2,262.45	100%	\$0.00	\$0.00
42		Drywall Repairs (PCCO 015, PCO 037)	\$1,590.00	\$1,590.00	\$0.00	\$0.00	\$0.00	\$1,590.00	100%	\$0.00	\$0.00
43		Light Pole Base (PCCO 016, PCO 038)	\$2,915.00	\$2,915.00	\$0.00	\$0.00	\$0.00	\$2,915.00	100%	\$0.00	\$0.00



Application for Payment

Job No: 0522007 **Invoice No:** 524-025 **Pay App No:** 16
To Company: City of Mount Vernon **Application Date:** 4/10/2024 **Customer PO #:**
From Company: Septagon Construction Company **Period To:** 3/31/2024
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
44		016, PCCO 039) Material Credit (PCCO 017, PCCO 042)	-\$1,100.00	-\$1,100.00	\$0.00	\$0.00	\$0.00	-\$1,100.00	100%	\$0.00	\$0.00
45		Additional Work/Water Heater Re-locate (PCCO 018, PCCO 043)	\$8,301.00	\$8,301.00	\$0.00	\$0.00	\$0.00	\$8,301.00	100%	\$0.00	\$0.00
46		Additional Flooring (PCCO 019, PCCO 046)	\$620.00	\$620.00	\$0.00	\$0.00	\$0.00	\$620.00	100%	\$0.00	\$0.00
Totals:			\$1,193,711.12	\$1,193,711.12	\$0.00	\$0.00	\$0.00	\$1,193,711.12	100%	\$0.00	\$0.00

AGENDA ITEM # J – 6

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

DATE:	April 15, 2024
AGENDA ITEM:	Pay Application #16 – Police Station Renovation
ACTION:	Motion

SYNOPSIS: Pay application #16 is for the retainage for the police station renovation project in the amount of \$59,685.57. The retainage will be released to Septagon Construction at the end of the 30-day mandatory waiting period.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #16

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024



Project: Mount Vernon-Lisbon Police Department Addition & Renovation

213 First Street NW
Mount Vernon, IA 52314

Job No: 0522007	Invoice Date: 4/10/2024	Invoice No: 524-025	TERMS: Net 10 Days
Period No: 24-03	Period To: 3/31/2024	Pay App No: 16	Customer PO #:

Owner: City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314

Contractor: Septagon Construction Company
3500 J St SW
Cedar Rapids, IA 52404-4609

Architect: Martin Gardner Architecture

Application For Payment Summary

Lost Weather Days: 0.0

1. Original Contract Value.....	\$1,106,500.00
2. Net Change by Change Orders.....	\$87,211.12
3. Contract Value To Date.....	\$1,193,711.12
4. Total Completed & Stored To Date.....	\$1,193,711.12
5. Completed Work Retainage(5.00%).....	\$0.00
6. Stored Material Retainage(5.00%).....	\$0.00
7. Total Retainage.....	\$0.00
8. Total Earned Less Retainage(5.00%).....	\$1,193,711.12
9. Less Previous Certificates For Payment.....	\$1,134,025.55
10. Current Payment Due.....	\$59,685.57
11. Balance To Finish, Including Retainage.....	\$0.00

Comments:

BY: Jake Brandt

CONTRACTOR

BY: _____
ARCHITECT

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

Amount Certified: _____

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

A finance charge of 1-1/2% per month compounded to an annual rate of 18% will be charged on all accounts 30 days past due.
A 3.5% convenience charge will be added if use Credit Card form of payment - contact Accounts Receivable 660-827-2115

Thank You!



SEPTAGON CONSTRUCTION

Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Septagon Construction Company

Invoice No: 524-024
 Application Date: 4/10/2024
 Period To: 3/31/2024
 Architect's Project No:

Pay App No: 15
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete	Total Retain Value 5%
01		Project Management	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00	\$3,750.00
02		General Conditions	\$156,900.00	\$156,900.00	\$0.00	\$0.00	\$0.00	\$156,900.00	100%	\$0.00	\$7,845.00
03		Silework	\$85,400.00	\$85,400.00	\$0.00	\$0.00	\$0.00	\$85,400.00	100%	\$0.00	\$4,270.00
04		Seeding	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$325.00
05		Concrete	\$77,800.00	\$77,800.00	\$0.00	\$0.00	\$0.00	\$77,800.00	100%	\$0.00	\$3,890.00
06		Rough Carpentry	\$46,700.00	\$46,700.00	\$0.00	\$0.00	\$0.00	\$46,700.00	100%	\$0.00	\$2,335.00
07		Roofing	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$6,400.00	100%	\$0.00	\$320.00
08		Doors + Hardware	\$68,400.00	\$68,400.00	\$0.00	\$0.00	\$0.00	\$68,400.00	100%	\$0.00	\$3,420.00
09		Overhead Doors	\$15,500.00	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$775.00
10		Flooring	\$63,900.00	\$60,705.00	\$3,195.00	\$0.00	\$0.00	\$63,900.00	100%	\$0.00	\$3,195.00
11		Specialties	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00	\$575.00
12		Drywall	\$64,500.00	\$64,500.00	\$0.00	\$0.00	\$0.00	\$64,500.00	100%	\$0.00	\$3,225.00
13		Casework	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$450.00
14		Painting	\$25,000.00	\$23,750.00	\$1,250.00	\$0.00	\$0.00	\$25,000.00	100%	\$0.00	\$1,250.00
15		Glass	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00	\$575.00
16		Plumbing + HVAC	\$270,500.00	\$265,090.00	\$5,410.00	\$0.00	\$0.00	\$270,500.00	100%	\$0.00	\$13,525.00
17		Electric	\$112,000.00	\$109,760.00	\$2,240.00	\$0.00	\$0.00	\$112,000.00	100%	\$0.00	\$5,600.00
18		Cellulose Blown Insulation (PCCO 001, PCO 001)	\$6,719.56	\$6,719.56	\$0.00	\$0.00	\$0.00	\$6,719.56	100%	\$0.00	\$335.98
19		Underground Electrical	\$5,351.59	\$5,351.59	\$0.00	\$0.00	\$0.00	\$5,351.59	100%	\$0.00	\$267.58



Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Seplagon Construction Company

Invoice No: 524-024
 Application Date: 4/10/2024
 Period To: 3/31/2024
 Architect's Project No:

Pay App No: 15
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
		Repair (PCCO 002, PCCO 002)									
20		1% Bond (PCCO 002, PCCO 003)	\$53.52	\$53.52	\$0.00	\$0.00	\$0.00	\$53.52	100%	\$0.00	\$2.68
21		1% Insurance (PCCO 002, PCCO 004)	\$53.52	\$53.52	\$0.00	\$0.00	\$0.00	\$53.52	100%	\$0.00	\$2.68
22		15% Overhead (PCCO 002, PCCO 005)	\$802.74	\$802.74	\$0.00	\$0.00	\$0.00	\$802.74	100%	\$0.00	\$40.14
23		Supervision (PCCO 002, PCCO 006)	\$210.00	\$210.00	\$0.00	\$0.00	\$0.00	\$210.00	100%	\$0.00	\$10.50
24		AIA adjustment to CO1 (PCCO 00001r, PCCO 013)	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.44	100%	\$0.00	\$0.02
25		Over Excavate Footings (PCCO 003, PCCO 007)	\$3,495.00	\$3,495.00	\$0.00	\$0.00	\$0.00	\$3,495.00	100%	\$0.00	\$174.75
26		8' Foundation Walls (PCCO 003, PCCO 008)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
27		Septagon OH&P 15% (PCCO 003, PCCO 009)	\$824.25	\$824.25	\$0.00	\$0.00	\$0.00	\$824.25	100%	\$0.00	\$41.21
28		1% Bond (PCCO 003, PCCO 010)	\$54.95	\$54.95	\$0.00	\$0.00	\$0.00	\$54.95	100%	\$0.00	\$2.75
29		1% Insurance (PCCO 003, PCCO 011)	\$54.95	\$54.95	\$0.00	\$0.00	\$0.00	\$54.95	100%	\$0.00	\$2.75
30		Septagon Supervision (PCCO 003, PCCO 012)	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$15.00
31		Wood Doors (PCCO 004, PCCO 016)	\$3,360.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$3,360.00	100%	\$0.00	\$166.00
32		Mezzanine OH (PCCO 004)	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$7,200.00	100%	\$0.00	\$360.00



Application for Payment

Job No: 0522007 **Invoice No:** 524-024 **Pay App No:** 15
To Company: City of Mount Vernon **Application Date:** 4/10/2024 **Customer PO #:**
From Company: Septagon Construction Company **Period To:** 3/31/2024
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
33		005, PCO 017 Acoustical Ceiling in Corridor (PCCO 006, PCO 019)	\$3,250.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00	100%	\$0.00	\$162.50
34		Concrete Curb (PCCO 007, PCO 021)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
35		Aluminum Storefront Window (PCCO 008, PCO 023)	\$6,180.00	\$6,180.00	\$0.00	\$0.00	\$0.00	\$6,180.00	100%	\$0.00	\$309.00
36		Dog Wash Station/Power washer (PCCO 009, PCO 025)	\$10,870.00	\$10,870.00	\$0.00	\$0.00	\$0.00	\$10,870.00	100%	\$0.00	\$543.50
37		Green Camera Openings (PCCO 010, PCO 028)	\$699.49	\$699.49	\$0.00	\$0.00	\$0.00	\$699.49	100%	\$0.00	\$34.97
38		Electrical Extras (PCCO 011, PCO 030)	\$6,286.36	\$6,286.36	\$0.00	\$0.00	\$0.00	\$6,286.36	100%	\$0.00	\$314.32
39		New Metal Door With Glass/Hardware (PCCO 012, PCO 032)	\$3,787.15	\$3,787.15	\$0.00	\$0.00	\$0.00	\$3,787.15	100%	\$0.00	\$189.36
40		New Acoustical Ceilings (PCCO 013, PCO 033)	\$9,069.15	\$6,441.49	\$3,627.66	\$0.00	\$0.00	\$9,069.15	100%	\$0.00	\$453.46
41		Electrical Re-Work Above Ceiling in Corridor 121 (PCCO 014, PCO 035)	\$2,262.45	\$2,262.45	\$0.00	\$0.00	\$0.00	\$2,262.45	100%	\$0.00	\$113.12
42		Drywall Repairs (PCCO 015, PCO 037)	\$1,590.00	\$1,590.00	\$0.00	\$0.00	\$0.00	\$1,590.00	100%	\$0.00	\$79.50
43		Light Pole Base (PCCO 015, PCO 037)	\$2,915.00	\$0.00	\$2,915.00	\$0.00	\$0.00	\$2,915.00	100%	\$0.00	\$145.75



Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Septagon Construction Company

Invoice No: 524-024
 Application Date: 4/10/2024
 Period To: 3/31/2024
 Architect's Project No:

Pay App No: 15
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
44		016, PCO 039	-\$1,100.00	\$0.00	-\$1,100.00	\$0.00	\$0.00	-\$1,100.00	100%	\$0.00	-\$55.00
		017, PCO 042									
45		Additional Work/Water Heater Re-locate (PCCO 018, PCO 043)	\$8,301.00	\$0.00	\$8,301.00	\$0.00	\$0.00	\$8,301.00	100%	\$0.00	\$415.05
46		Additional Flooring (PCCO 019, PCO 046)	\$620.00	\$0.00	\$620.00	\$0.00	\$0.00	\$620.00	100%	\$0.00	\$31.00
Totals:			\$1,193,711.12	\$1,67,252.46	\$26,458.66	\$0.00	\$0.00	\$1,193,711.12	100%	\$0.00	\$59,685.57

AGENDA ITEM # J – 7

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

DATE:	April 15, 2024
AGENDA ITEM:	Emergency Repairs – Well #7
ACTION:	Motion

SYNOPSIS: Staff had warned Council that emergency repairs were being conducted on well #7 due to the loss of pressure from the well. The cost of repairing the pipe and lowering the piping/pumps was \$68,198.65.

BUDGET ITEM: Water

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/12/2024



The Northway Corporation

4895 8th Avenue
 Marion, IA 52302
 319-377-6339

Invoice

Date	Invoice #
3/29/2024	17118

City Water Works
 213 1st Street NW
 Mount Vernon, IA 52314-9998

P.O. No.	Terms	Due Date	Account #	Project
	Due on receipt	3/29/2024		Well #7 - Januar...

Description	Qty	U/M	Rate	Amount
Well #7 Chemical Treatment and Repairs				
12-18-2023 Field labor for two men and 12-Ton service rig to remove pumping equipment, found holes in drop pipe, found Gould's 7WAHC cast iron pump beyond repair		hr	2,360.00	2,360.00
Televise Well Chemically treat Well #7 by brushing and bailing, air-shock development @ 2500psi throughout borehole, pressure acidize, air surging, airlifting and test pumping		hr	38,850.00	38,850.00
Field labor to install new pumping equipment, disinfect well and test		hr	3,575.00	3,575.00
Material:				
One 15hp., 230-volt, 3450rpm, 3 phase submersible motor			2,483.20	2,483.20
One WS230-150-5 - stage stainless steel submersible pump			2,892.75	2,892.75
294 Feet of domestic galvanized T & C drop pipe	294		35.45	10,422.30
305 Feet of #4/3 HD submersible pump cable	305		8.46	2,580.30
Two 4" HD, DI check valves	2		1,407.10	2,814.20
Altitude tubing			266.50	266.50
Pitless O-rings			289.40	289.40
Misc. material 3M electrical splice kits, 4" handling nipple, 2" pipe wrap etc.			365.00	365.00

Subtotal	\$68,198.65
Sales Tax (0.0%)	\$0.00
Balance Due	\$68,198.65

K. Reports-Received/File



Mt. Vernon-Lisbon Police Department

Douglas J. Shannon
Chief of Police

MARCH 2024 POLICE REPORT

Vehicle Collisions

There was a total of 7 reported collisions during the month. There were 5 collisions in Mount Vernon. Collision 1 occurred on the 100 blk of 4th Ave SW when unit 1 stuck a retaining wall. Damage was estimated at \$3,500 and no injuries were reported. Collision 2 occurred on the 300 block of business 30 SW when unit 1 pulled away from gas pumps and struck unit 2. Damage was estimated at \$3,100 and no injuries were reported. Collision 3 occurred on the 400 block of 1st Ave SE when unit 1 was stuck in snow and unit 2 slid into unit 1. Damage was estimated at \$10,000 and no injuries were reported. Collision 4 occurred on the 500 block of Palisades Rd SW when unit 1 stuck unit 2, which was legally parked. Damage was estimated at \$1,600 and no injuries were reported. Collision 5 occurred on the 800 block of Palisades Rd SW when unit 1 failed to stop at a stop sign and struck unit 2. Damage was estimated at \$9,500 and no injuries were reported.

There were 2 collisions in Lisbon. Collision 1 occurred on the 300 block of E. Market St when unit 1 was turning and collided with a mailbox. Damage was estimated at \$500 and no injuries were report. Collision 2 occurred on the 200 blk of E. Main St. when unit 1 struck unit 2, which was legally parked. Damage was estimated at \$1,600 and no injuries were reported.

Incidents/Arrest

There were 28 reported incidents during the month. In Mount Vernon, there were 15 reports which included: assault, criminal mischief, possession of a controlled substance (x3), possession of drug paraphernalia (x3), fraud (x2), operating while intoxicated, agency assist (x2), forgery, juvenile issue, theft (x2), and warrant.

In Lisbon, there were 13 reports which included: assault (x3), agency assist, welfare check (x2), forgery, theft, harassment, hit and run (x2), and warrant.

During the month, officers had 5 arrests. In Mount Vernon there were 4, including: controlled substance (x2), possession of drug paraphernalia (x2), operating while intoxicated and warrant.

In Lisbon there was 1 for a warrant.

380 Old Lincoln Highway
Mount Vernon, Iowa 52314

319-895-6141 (office)
319-895-6617 (fax)



Mt. Vernon-Lisbon Police Department

Douglas J. Shannon
Chief of Police

K-9 Report

Monster was deployed 1 time resulting in no detection.

Community Service/Training/Misc.:

- Sergeant Daubs presented on Alcohol Awareness at Lisbon High School
- Officer Moel and Monster attended k9 training
- The department attended Human Trafficking training led by Chains Interrupted
- Lisbon time (administration, call for service, patrol): 341 hours

	Mar	Feb	Jan	Dec	Nov	Oct
Administrative	41	53	55	46	71	67
Call for service	33	24	24	19	30	26
Patrol	266	247	247	257	207	213
	341	324	326	323	307	306

GTSB:

During March, officers worked 28 hours of STEP which resulted in: 8 speed citations, 12 speed warnings, and 9 other traffic warnings.

Respectfully Submitted,

Chief of Police



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Thomas M. Wieseler, Mayor

Council:

Scott Rose
Stephanie West
Mark Andresen
Paul Tuerler
Craig Engel

**Public Works Report
4/15/2024
Council Meeting**

ROW's, Streets, Parks

Our team has been working on cleaning up the ROW areas that we grubbed out. There are a couple of select areas that will be seeded down with some specific native plantings this year and potentially, more areas in the upcoming years.

Spring Shoulder work on the East side of Bus 30 has been completed. We will need to add material to the shoulder on the West side of Bus 30.

The spring street sweeping has been completed and the spring leaf pick-up has begun this week. Our first brush pick-up for the season started 3 weeks ago.

Now that we "should" be done with winter weather events, the team has tried to get all areas disturbed by plowing, cleaned up and back to normal.

The Turf Tank has been on full tilt with Rec., Cornell, and Mt. Vernon School fields.

Mowing duties have jumped into our schedule and will continue to increase as usual. Ball field grooming has been part of the spring readiness as well.

Facilities

There have been tasks done associated with building maintenance at the Police Department, Visitors Center, City Hall, and the LBC.

Staff

Ads were placed for hiring summer help, a seasonal mower, and a full-time position in the Public Works Department. The seasonal help has been



Mount
Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Thomas M. Wieseler, Mayor

Council:

Scott Rose
Stephanie West
Mark Andresen
Paul Tuerler
Craig Engel

established. We are extending the application deadline for the permanent PW position with hopes of accumulating a larger pool of potential candidates.

Matt Plotz, Joel Denese, and I attended the Spring American Public Works Association Conference a couple weeks ago. Matt and I are normal attendees, but we have started rotating another member of our team every year to accompany us. This is a great opportunity for the “boots on the ground” part of our team to experience the benefits of networking with other municipalities about policies, procedures, equipment, staff, etc.

Matt and I attended a Flood Fight Training session at the Jhonson County Emergency Management Facility in Iowa City last week. We shouldn't have to deal with anything other than flash flooding in our storm sewers, but we may need to help neighbors if a major flood event arises. Facilitating a command center and the details involved with order and communication were some things we pulled out of that training for use in any disaster situation.

“A smile and I kind word is free and effortless but so powerful that it could mean the difference between victory and defeat.” – Eldon Downs

Eldon Downs
City of Mt. Vernon
Public Works Director
563-331-0424
edowns@cityofmtverno-ia.gov



Parks and Recreation Department
Directors Report
March 15 – April 15

Parks

-We will be installing a new batting cage at Field E this year. This was a donation from Terry Younggreen.

Sports

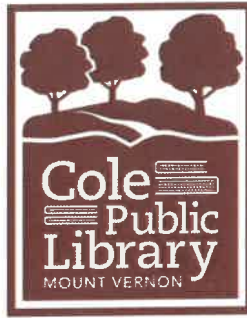
-Spring Soccer started on time the week of March 27th, although the inclement weather has been preventing some teams from practicing. We currently have the most kids we have ever had for Spring Soccer with 245 kids playing.

Pool

-Water's Edge provided their report / presentation to City Council. City Council has requested a couple of items from Water's Edge after their report that will help them make a decision on the pool.

Misc

- LBC has been averaging 293 patrons per day for March, up from 250 last year. Facility Rentals are steady, and Group Fitness Classes are ahead of last year's totals.***
- Chalk the Walk will be a live event May 7 and 8. Regarding artists we are full and have started a waitlist. The committee still needs a few more volunteers this weekend.***
- The LBC hosted a 3 on 3 Basketball Tournament on March 24th from 5:30-9pm and an Adult Volleyball Tournament on Saturday, April 1st from 8am-6pm. The entire lower level was used on both days.***
- The LBC was closed on Easter Sunday, April 9th.***



April 5, 2024

Mayor Tom Wieseler and City Council Members,

Cole Public Library celebrated March with spring-themed programs all month long. We held two feature programs: Master Gardener Talks and Spring Seed Sowing, and our weekly Story Time included spring themes as well. We also hosted a special Story Time with young violinist Mira Gibbons during MVCSD's Spring Break. The Board of Trustees met on Tuesday, March 19th and made significant headway on their policy reviews for the year. This included consulting with The Plain Language Group, to ensure the language in our policies is accessible to our patrons.

April is book talk month! Twice a year, Cole Library hosts a book talk luncheon generously sponsored by Hills Bank. Public Library Assistant Director Cathy Boggs and Cornell Library Director Greg Cotton will "book talk" titles to inspire your spring and summer reading. The Spring Book Talk is on Thursday, April 18th at noon on the library's 2nd floor. Along with Story Time, it is the public library's longest running program. We'll continue with all our regular programs: Story Time, Lego Club, Learn to Play Bridge, Matinee Movie, Yarn Squad, and our 3 book groups. We also started preparing for our Summer Reading Program activities, which begin in June. We'll announce the library's summer schedule, the date of our Summer Reading Program Kickoff, and open registration for summer programs in May. The Board of Trustees meets on Tuesday, April 16th at 8:30 in Room 108.

Regards,
Grace Chamberlain
Cole Public Library Director

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
April 15, 2024**

- Staff will be attending a ratings call with S&P Global on Wednesday, April 17, 2024, for the \$4.8 million dollar borrowing.
- I will be attending the ECICOG Board of Directors meeting on Thursday, April 25, 2024.
- The next Cornell, MVCSD and City luncheon meeting is currently scheduled for Monday, April 29, 2024.
- JEO will be hosting a Mount Vernon Streetscape design workshop on Wednesday, April 24, 2024, at 5:30 p.m.