

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 1<sup>st</sup> Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>December 15, 2025 – 6:30 PM</b>
<b>Web Page:</b>	<b><a href="http://www.cityofmtvernon-ia.gov">www.cityofmtvernon-ia.gov</a></b>
<b>Posted:</b>	<b>December 12, 2025</b>

<b>Mayor:</b>	Tom Wieseler	<b>City Administrator:</b>	Chris Nosbisch
<b>Mayor Pro-Tem:</b>	Scott Rose	<b>City Attorney:</b>	Holly Corkery
<b>Councilperson:</b>	Stephanie West	<b>Asst. City Administrator:</b>	Lori Boren
<b>Councilperson:</b>	Craig Engel	<b>Finance Dir/City Clerk:</b>	Marsha Dewell
<b>Councilperson:</b>	Mark Andresen	<b>Chief of Police:</b>	Jason Blinks
<b>Councilperson:</b>	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: 854 7987 9076
3. Password: 125134

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 – December 1, 2025, Regular Council Meeting

**E. Public Hearing**

1. None

**F. Ordinance Approval/Amendment**

1. Ordinance #11-17-2025A: Granting to Interstate Power and Light Company, its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain, and Operate and Electric Power and Transmission System in the City of Mount Vernon, Iowa
  - i. Motion to the third and final reading

2. Ordinance #12-1-2025A: Providing for the Vacation and Conveyance of that Public Alley Adjacent to Lots 1,2,7, and 8 in Block 3 of Halls 1<sup>st</sup> Addition to the City of Mount Vernon, Iowa
  - i. Motion to approve second reading and proceed to the third reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)

**G. Resolutions for Approval**

1. Resolution #12-15-2025A: Designating The Sun as the Official Newspaper for Publications for the City of Mount Vernon from January 1, 2026 to December 31, 2027.
2. Resolution #12-15-2025B: Approving the Disposal of Municipal Property.

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. None

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Ferguson Waterworks Invoice # 0536466 – Annual Software Fee – Council Action as Needed
3. Discussion and Consideration of MGA Invoice #2500410 Mount Vernon CDBG DTR Project – Council Action as Needed
4. Discussion and Consideration of Change Order #2 with Modern Concrete – 2025 Sidewalk Improvements – Council Action as Needed
5. Discussion and Consideration of the Professional Services Agreement between the City of Mount Vernon and Dixon Engineering for the Water Tower Rehabilitation Project – Council Action as Needed
6. Discussion and Consideration of Carrico Aquatic Resource, Inc. Water Management Assistance Program - Pool – Council Action as Needed
7. Discussion and consideration of Worldmaker Resilience Institute Invoice #1225 – Mount Vernon-Lisbon Police Department - 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. November Reconciliation Report
2. Mayor's Report
3. Council Reports
4. Committee Reports
5. City Administrator's Report

**N. Closed Session -** Possible closed session for an employee-related matter

1. Exit Closed Session – Discussion and Consideration of appointing Jason Blinks to the position of Police Chief - Council Action as Needed

**O. Adjournment**

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

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

## **D. Consent Agenda**

The Mount Vernon City Council met December 1, 2025, at City Hall, 213 1<sup>st</sup> Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Tuerler, Engel, West, Rose and Andresen.

**Call to Order.** At 6:31 p.m. Mayor Thomas M. Wieseler called the meeting to order.

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

**Consent Agenda.** A correction will be made to change the start time of the first public hearing from 6:47 p.m. to 6:31 p.m. in the minutes of the November 17<sup>th</sup> meeting. Motion made by Tuerler, seconded by West to approve the Consent Agenda with this change made to the official minutes. Motion carries.

Approval of City Council Minutes – November 17, 2025, Regular Council Meeting

### **Public Hearing**

Public Hearing on an Ordinance Providing for the Vacation and Conveyance of that Public Alley Adjacent to Lots 1,2,7, and 8 in Block 3 of Halls 1<sup>st</sup> Addition to the City of Mount Vernon, Iowa. Mayor Wieseler opened and closed the public hearing with no public comment at 6:33 p.m. Council then acted on Ordinance #12-1-2025A.

### **Ordinance Approval/Amendment**

Ordinance #11-17-2025A: Granting to Interstate Power and Light Company, its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain, and Operate and Electric Power and Transmission System in the City of Mount Vernon, Iowa. Staff has not received any verbal or written communication regarding this ordinance since the first reading. Motion made by Tuerler, seconded by Andresen to approve the second reading of Ordinance #11-17-2025A. Roll call all yes. Ordinance passes it's second reading.

Ordinance #12-1-2025A: Providing for the Vacation and Conveyance of that Public Alley Adjacent to Lots 1,2,7, and 8 in Block 3 of Halls 1<sup>st</sup> Addition to the City of Mount Vernon, Iowa. Property owners are requesting the north-south 16-foot alleyway located between 1<sup>st</sup> Ave SE and 2<sup>nd</sup> Ave SW and adjacent to 4<sup>th</sup> Street SW be vacated. The entire length of the vacated alley will be subject to a utility easement. Motion made by Engel, seconded by Rose to approve the first reading of Ordinance #12-1-2025A. Roll call all yes. Ordinance passes it's first reading.

### **Resolutions for Approval**

Resolution #11-17-2025D: Approving Iowa Department of Transportation Cooperative Agreement for Primary Road Project – Iowa 1. Motion made by Rose, seconded by West to remove this item from the table. Roll call all yes. The title of the agreement was changed from “predesign” to a “cooperative” agreement and is the final agreement with the Iowa Department of Transportation for the Highway 1 Reconstruction Project. Total cost of the project is estimated at just over \$8,000,000 with the City portion being just over \$2,000,000. It will replace Highway 1, with the exception of 3<sup>rd</sup> Street NW to 3<sup>rd</sup> Street SW. Also included in the project will be ADA sidewalks and stormwater issues. Motion made by Tuerler, seconded by Rose to approve Resolution #11-17-2025D. Roll call all yes. Resolution passes.

Resolution #12-1-2025A: Accepting Work for the Project Known as the 2024 Sanitary Sewer Rehabilitation Project with Municipal Pipe Tool. The sanitary sewer rehabilitation work that was made possible by the Linn County ARPA grant funding is now complete. This resolution accepts the improvements as complete and releases the retainage upon reaching the end of the mandatory 30-day waiting period. Motion made by Rose, seconded by Andresen to approve Resolution #12-1-2025A. Roll call all yes. Resolution passes.

### Old Business

Discussion and Consideration of Pay Application #2 with Modern Concrete – 2025 Sidewalk Improvement Project – Council Action as Needed. Motion made by Rose, seconded by West to remove this item from the table. Motion carries. This pay application is in the amount of \$23,419.70. It should be noted that this pay application includes a change order in the amount of \$2,576.67 that will be approved at the next Council meeting. Motion made by Rose, seconded by Engel to approve Pay Application #2 with Modern Concrete for the 2025 Sidewalk Improvement Project. Motion carries.

### Motions for Approval

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

PAYROLL	CLAIMS	141,096.86
UMB BANK	2024 GO INTEREST	93,300.00
UMB BANK	2018 GO INTEREST	49,117.50
UMB BANK	2025 GO INTEREST	45,555.56
UMB BANK	2022 GO INTEREST	20,163.75
IOWA FINANCE AUTHORITY	SRF BOND INTEREST	13,000.00
UMB BANK	2014 GO INTEREST	12,937.50
MARTIN GARDNER ARCHITECTURE	CDBG DOWNTOWN REVITALIZATION	8,281.85
UMB BANK	2019 GO INTEREST	7,561.25
MID COUNTRY MACHINERY	EQUIP RENTAL-SW	6,630.00
VEENSTRA & KIMM INC	PW LIFT STATION	6,264.00
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	5,758.45
JORDAN'S PROPERTY CARE INC	CEMETERY MAINT	5,720.00
ALLIANT ENERGY	ENERGY USAGE-WAT	4,807.80
ALLIANT ENERGY	ENERGY USAGE-SEW	4,686.77
VEENSTRA & KIMM INC	HWY 1 RECONSTRUCTION	4,652.00
UMB BANK	2013A GO INTEREST	4,376.25
IOWA SOLUTIONS INC	NEW NETWORK SETUP-LBC	4,221.00
VEENSTRA & KIMM INC	2025 SIDEWALK IMPROVEMENTS	3,748.60
VEENSTRA & KIMM INC	RACHEL STREET IMPROVEMENTS	3,695.60
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	3,443.79
SGH CONCEPTS	BLDG REPAIR-LBC	2,950.00
TYLER TECHNOLOGIES	SOFTWARE UPGRADE-ALL DEPTS	2,930.00
MENARDS	SUPPLIES-PW FACILITIES	2,177.88
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	2,054.60
MUNICIPAL MGMT CORP.	LEAK DETECTION-WAT	2,000.00
ALLIANT ENERGY	ENERGY USAGE-LBC	1,963.49
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,868.08
SARAH BOOTS	MILEAGE/LODGING-LBC,P&REC,POOL	1,547.52
LYNCH FORD-LYNCH CHEVROLET	VEHICLE MAINT-PD	1,228.27
OPN ARCHITECTS	EARLY CHILDHOOD CENTER STUDY	950.00
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-ALL DEPTS	776.53
VEENSTRA & KIMM INC	2024 SANITARY SEWER REHAB	734.00
IOWA SOLUTIONS INC	MONTHLY MAINT-LBC	730.00

IOWA FIREFIGHTERS ASSOCIATION	DUES/MEMBERSHIP-FD	651.00
ALLIANT ENERGY	ENERGY USAGE-FD	626.01
MOUNT VERNON BANK & TRUST	ACH RETURNS-WAT,SEW,SW	583.17
ALLIANT ENERGY	ENERGY USAGE-PD	527.75
MARKET STREET	WEBSITE MAINT-HPC	500.00
ALLIANT ENERGY	ENERGY USAGE-PW	484.99
MECHANICSVILLE FIBER	PHONE/INTERNET-LBC	447.07
TASC	FSA ADJUSTMENT-ALL DEPTS	446.14
ALLIANT ENERGY	ENERGY USAGE-P&REC	431.67
AMAZON CAPITAL SERVICES	SUPPLIES-PW	429.45
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-P&A	389.29
MECHANICSVILLE FIBER	PHONE/INTERNET-PD	378.62
SPEER FINANCIAL INC	TIF REPORTING-P&A	375.00
ALEX VOLKOV	UNIFORMS-WAT,SEW	371.64
AFFORDABLE HEATING & COOLING	HVAC MAINT-CITY HALL	360.00
ALLIANT ENERGY	ENERGY USAGE-CITY HALL	357.41
TASC	FSA ADMIN FEE-ALL DEPTS	328.86
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	327.48
MEDIACOM	PHONE/INTERNET-PW	323.26
MEDIACOM	PHONE/INTERNET-FD	315.02
AHLERS & COONEY P.C.	LEGAL FEES-P&A	315.00
STATE CHEMICAL SOLUTIONS	SUPPLIES-RUT	306.92
CITY LAUNDERING CO	SERVICES-LBC	301.82
MOUNT VERNON, CITY OF	LBC MEMBERSHIP-PD	268.30
P&K MIDWEST INC	EQUIP MAINT-PW	258.29
ALLIANT ENERGY	ENERGY USAGE-POOL	238.73
HENDERSON PRODUCTS INC	EQUIP MAINT-RUT	230.92
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	215.00
MERCY PHYSICIAN SERVICES INC	WELLNESS PLATFORM-ALL DEPTS	209.50
CHRIS NOSBISCH	MILEAGE-ALL DEPTS	207.20
AMERICAN RED CROSS	TRAINING-LBC	196.00
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW,P&A	191.92
RC TECH	CAMERA SERVICE-SW	186.50
CITY LAUNDERING CO	SERVICES-CITY HALL	180.70
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	166.00
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-P&REC	162.00
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-PD	159.76
AMAZON CAPITAL SERVICES	SUPPLIES-LBC,P&REC	159.36
LINN COUNTY PUBLIC HEALTH	FOOD SERVICE LICENSE-POOL	150.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	141.39
BANKCARD 8076	REFUND-LBC	125.19
ALLIANT ENERGY	ENERGY USAGE-RUT,WAT,SEW	124.00
CUMMINS SALES AND SERVICE	EQUIP REPAIR-WAT	113.96
MECHANICSVILLE FIBER	PHONE/INTERNET-POOL	108.77
EDITH DAWSON	SERVICES-HPC	100.00
ALLIANT ENERGY	ENERGY USAGE-CEM	96.78
ALLIANT ENERGY	ENERGY USAGE-SIRENS	91.12
VESTIS	RUGS,SERVICES-FD	88.20
IOWA SOLUTIONS INC	COMPUTER MAINT-P&A	85.00
TERMINIX PRESTO-X	PEST CONTROL-FD	83.45
TERMINIX PRESTO-X	PEST CONTROL-VC	82.75
IOWA ONE CALL	LOCATES-WAT,SEW	73.80
TERMINIX PRESTO-X	PEST CONTROL-CITY HALL	72.54
TERMINIX PRESTO-X	PEST CONTROL-PD	71.20

MECHANICSVILLE FIBER	INTERNET-CITY HALL	69.95
CHRISTOPHER BROWN	CLEANING SERVICES-FD	67.50
AMAZON CAPITAL SERVICES	SUPPLIES-P&REC	61.87
IOWA SOLUTIONS INC	MONTHLY MAINT-PW	60.00
MIDWEST WHEEL CO	EQUIP REPAIR-FD	54.46
US CELLULAR	INTERNET-WAT,SEW	42.54
IOWA SOLUTIONS INC	MONTHLY MAINT-SEW	40.00
ALLIANT ENERGY	ENERGY USAGE-SW	27.42
MIDWEST WHEEL CO	EQUIP REPAIR-RUT	21.76
HANNAH GANZEL	INSTRUCTOR-LBC	21.25
HAWKINS INC	CHEMICALS-WAT	20.00
OTTSEN OIL COMPANY	EQUIP REPAIR-SEW	8.52
<b>TOTAL</b>		<b>485,640.07</b>

**FUND EXPENSE TOTALS**

DEBT SERVICE FUND	233,011.81
PAYROLL	141,096.86
SEWER FUND	26,116.12
GENERAL FUND	23,366.55
LBC	12,454.91
WATER FUND	9,290.46
LOST III UR & STREETSCAPE	8,281.85
SOLID WASTE	8,138.18
ROAD USE TAX FUND	7,750.54
2024 INFRASTRUCTURE	4,652.00
SIDEWALK PROJECT	3,748.60
RACHEL STREET/KWIK STAR	3,695.60
PW FACILITIES	2,177.88
LOST III COMMUNITY CENTER	950.00
ARPA LINN COUNTY GRANT	734.00
STORM WATER FUND	174.71
<b>TOTAL</b>	<b>485,640.07</b>

Discussion and Consideration of Mid Country Machinery, LLC Invoice #R08982 – Compost Trommel – Council Action as Needed. This invoice in the amount of \$6,630.00 is for the rental of a trommel to sift through the existing compost piles. Motion made by Rose, seconded by West to approve invoice #R08982 with Mid Country Machinery. Motion carries.

Discussion and Consideration of Approving Pay Application #\_ with Municipal Pipe Tool – 2024 Sanitary Sewer Rehabilitation Project – Council Action as Needed. Motion made by Tuerler, seconded by Engel to table this item until the official pay application is received from the City Engineer. Motion carries.

Discussion and Consideration of Amended Pay Application #1 with Modern Concrete – 2025 Sidewalk Improvement Project – Council Action as Needed. There was a discrepancy in the quantity amount certified versus the pay application submitted and approved on November 3, 2025 that needs to be rectified. Pay Application #1 should have been in the amount of \$34,528.46 (instead of \$34,277.38). Motion made by Engel, seconded by Andresen to approve amended Pay Application #1 with Modern Concrete. Motion carries.

Discussion and Consideration of Invoice #4262138 - Fisher Drywall – Bryant Rd. Public Works Facility – Council Action as Needed. The next two projects were approved by Council at the November 3, 2025 meeting. These two invoices reflect the work that was completed. Motion made by Rose, seconded by West to approve invoice #4262138 from Fisher Drywall in the amount of \$8,546.16. Motion carries.

Discussion and Consideration of Invoice #4262139 - Fisher Drywall – Bryant Rd. Public Works Facility – Council Action as Needed. Motion made by West, seconded by Engel to approve invoice #4262139 from Fisher Drywall in the amount of \$8,657.00. Motion carries.

Discussion and Consideration of Air Packs, Masks, and Air Cylinders from the LeMars Fire Department – Council Action as Needed. The LeMars Fire Department is selling air packs, masks and air cylinders for \$9,000.00 for this slightly used equipment. These items will be used at the new Fire Department training facility on Bryant Road. Motion made by Rose, seconded by Andresen to approve the purchase for \$9,000.00. Motion carries.

**Reports of Mayor/Council/Administrator**

Mayor's Report. Mayor Wieseler thanked Public Works staff for the quick snow removal over the weekend.

City Administrator's Report: Full report available on the City website in the December 1, 2025 Council Packet.

As there was no further business to attend to, the meeting adjourned, the time being 6:57 p.m., December 1, 2025.

Respectfully submitted,  
Marsha Dewell  
City Clerk

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

**AGENDA ITEM # F – 1**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Ordinance #11-17-2025A – ITC Franchise Agreement

**ACTION:** Motion

**SYNOPSIS:** Staff has not received any verbal or written communication regarding this ordinance since the second reading.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance #11-17-2025A – ITC Franchise Agreement

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025

**AGENDA ITEM # F – 2**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Public Hearing - Ordinance #12-1-2025A – Alley Vacation

**ACTION:** Motion

**SYNOPSIS:** Staff has not received any verbal or written communication regarding this ordinance since the first reading.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Proceed to Ordinance #12-1-2025A – Alley Vacation

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025

## **G. Resolutions for Approval**

**AGENDA ITEM # G – 1**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Resolution #12-15-2025A – Designating the Sun Newspaper

**ACTION:** Motion

**SYNOPSIS:** This resolution is completed every two years. The City utilizes the Sun as our legal newspaper for minutes, public notices and other publications.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #12-15-2025A – Designating the Sun Newspaper

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025

RESOLUTION #12-15-2025A

A Resolution designating The Sun as the official newspaper for publications for the City of Mount Vernon from January 1, 2026 to December 31, 2027.

PASSED and ADOPTED this 15<sup>th</sup> day of December, 2025

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk



---

108 1st St SW, Mount Vernon, IA 52314 | 319-895-6216 | mvlsun.com

December 5, 2025

Marsha Dewell  
City of Mount Vernon  
213 1st St NW  
Mount Vernon, IA 52314

Dear Marsha:

The Mount Vernon-Lisbon Sun would appreciate your consideration to continue publishing public notices/legal notice advertising for the City of Mount Vernon during the upcoming calendar year of 2026. The Mount Vernon-Lisbon Sun meets all the standards set forth in Iowa Code Chapters 349 and 618.

The Mount Vernon-Lisbon Sun – owned and operated by Iowa City-based nonprofit Student Publications, Inc. – appreciates the opportunity to be of service to the people of the City of Mount Vernon by carrying the public notice advertising for the city. Public notices provide important information to residents and are an important piece of government transparency.

In addition to appearing in print and on our website, mvlsun.com, all public notices placed in the Mount Vernon-Lisbon Sun are uploaded to the statewide website iowapublicnotices.com. This website collects public notices from across the state and allows users to register for customized alerts for free. We prominently feature a link to this website at the top of mvlsun.com.

Please let me know if you have any questions. On behalf of the team at the Mount Vernon-Lisbon Sun, we appreciate your continued collaboration.

Thank you,

A handwritten signature in black ink that reads "Jason Brummond". The signature is written in a cursive, flowing style.

Jason Brummond  
President and Publisher  
Mount Vernon-Lisbon Sun  
jason.brummond@dailyiowan.com  
319-335-5788

**AGENDA ITEM # G – 2**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Resolution #12-15-2025B: Disposal of Property

**ACTION:** Motion

**SYNOPSIS:** A list of City-owned property designated for disposal is included in Exhibit A of the resolution. These items will be listed on GovDeals or otherwise disposed of in accordance with City procedures.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #12-15-2025B: Disposal of Municipal Property

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025

RESOLUTION #12-15-2025B

RESOLUTION APPROVING THE DISPOSAL OF  
MUNICIPAL PROPERTY

WHEREAS; over time the City of Mt. Vernon has accumulated property by various methods and of wide ranging descriptions; and

WHEREAS; the City now has the need to dispose of this property as it is of no use and of no value to maintain; and

WHEREAS; the said property has been inventoried (Exhibit A attached) and is ready for disposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: To grant staff permission to dispose of inventoried property by best methods possible while seeking to collect reasonable value.

PASSED and ADOPTED this 15<sup>th</sup> day of December, 2025.

\_\_\_\_\_  
Thomas M. Wieseler, Mayor

ATTEST:

\_\_\_\_\_  
Marsha Dewell, City Clerk

## **Exhibit “A”**

### **Equipment/Property for Sale**

**December 15, 2025**

Miscellaneous fire equipment, outdoor Christmas decorations, parks including but not limited to the following:

1. Miscellaneous fire items including:
  - a. Tubing for Low Pressure Air Bags- \$5
  - Delta Hydro Hose Tester - \$1500
  - KC Supply Grain bin panels- \$500
  - Red/white/blue light bar package from 2006 Explorer- \$500
  - 200' Life Safety Rope (2011) - \$100
  - 3 Petzel Helmets (unknown year)- \$50
  - 200' 1994 life safety rope- \$100
  - MISC Rope hardware with 3 Harnesses- \$250
  - MISC selectable gallonage nozzles- \$500
  - Medical Bags- \$100
  - Pediatric Immobilization Board- \$10
  - MISC Anchor Straps (2000 and various) - \$150
  - MISC NH Adaptors- \$200
  - Master Intake Valve- \$100
  - Hydrant Wrenches- \$10
  - 6 Gate Valves- \$60
  - 6 Wye Valves- \$60
2. Scoreboard at Davis Park
3. Miscellaneous Christmas decorations from old street light poles.

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, DECEMBER 15, 2025

PAYROLL	CLAIMS	124,392.15
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	36,691.89
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	25,121.70
MODERN CONCRETE INC	PAY APP #2-SIDEWALK IMPROV	23,419.70
FISHER DRYWALL INC	DRYWALL-PW BLDGS	17,203.16
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	16,014.46
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	15,559.87
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	9,414.42
WIENEKE LAND SOLUTIONS	FERTILIZER/WEED CONTROL-P&REC	7,290.00
LINN CO-OP OIL CO	FUEL-ALL DEPTS	4,932.65
LINDER TIRE SERVICE	EQUIP MAINT-PW	4,531.66
TREASURER STATE OF IOWA	WET TAX	4,013.36
RC TECH	AV EQUIP-LBC	3,330.71
TREASURER STATE OF IOWA	SALES TAX	3,286.93
STATE HYGIENIC LAB	TESTING-SEW	2,388.00
TROJAN TECHNOLOGIES	EQUIP MAINT-SEW	2,199.48
LYNCH DALLAS PC	LEGAL FEES-P&A	1,914.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	1,900.00
P&K MIDWEST INC	EQUIP MAINT-PW	1,493.82
RHINO INDUSTRIES INC	SLUDGE THICKENER-SEW	1,107.00
PITNEY BOWES	METER POSTAGE-ALL DEPTS	1,000.00
NIGHT SHIFT LLC	CLEANING SERVICE-CITY HALL	959.21
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
NIGHT SHIFT LLC	CLEANING SERVICE-PD	920.70
MOUNT VERNON BANK & TRUST CO	2020 GO INTEREST	900.00
FUTURE LINE TRUCK EQUIPMENT	EQUIP MAINT-RUT	877.73
DE NOVO MARKETING	WEBSITE/HUBSPOT SUPPORT-ALL DEPTS	825.00
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	820.14
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	803.41
AMAZON CAPITAL SERVICES	SUPPLIES-PW	719.88
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	683.67
CARQUEST OF LISBON	EQUIP MAINT-RUT,WAT	564.99
WHKS & COMPANY	CEMETERY GIS MAPPING	524.08
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD TRAINING FACILITY	468.82
KATEY FOREST	MEALS-LBC,POOL,P&REC	450.00
KIECKS	UNIFORMS-FD	449.35
L.L. PELLING CO INC	COLD PATCH-RUT	438.70
AMAZON CAPITAL SERVICES	SUPPLIES-PW	424.76
US CELLULAR	CELL PHONE-PD	399.20
IOWA PRISON INDUSTRIES	SIGNS-RUT	381.04
ECICOG	DOWNTOWN REVITALIZATION APP	375.00
POSTMASTER	1ST CLASS PRESORT FEE-ALL DEPTS	370.00
INTERMEDIA COMMUNICATIONS	PHONE SERVICES-CITY HALL	351.96
MEDIACOM	PHONE/INTERNET-SEW	351.32
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
FELD FIRE	UNIFORMS-FD	325.00
MEDIACOM	PHONE/INTERNET-PW	316.31
CITY LAUNDERING CO	SERVICES-LBC	301.82
SUE ASTLEY	SUPPLIES,TRAINING,POSTAGE-HPC	272.10
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	260.00
IOWA SOLUTIONS INC	COMPUTER MAINT-PD	255.00
MODERN CONCRETE INC	AMENDED PAY APP #1-SIDEWALK IMPROV	251.08
HAWKEYE FIRE & SAFETY	SUPPLIES-FD	243.00
KONE INC	ELEVATOR MAINT CONTRACT-P&A	223.29
BANKCARD 8076	REFUND-LBC	195.25
CITY LAUNDERING CO	SERVICES-CITY HALL	180.70
HDC PRINTED PRODUCTS	TAX FORMS-ALL DEPTS	179.58

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, DECEMBER 15, 2025

BATTERIES + BULBS	EQUIP MAINT-WAT	171.90
FAREWAY STORES INC #257	SUPPLIES-LBC	159.54
AIRGAS INC	CYLINDER RENTAL-PW	144.75
US CELLULAR	PHONE/INTERNET-ALL DEPTS	140.05
UNDER HILL TRUCK & AUTO REPAIR	VEHICLE MAINT-FD	126.50
GARY'S FOODS	SUPPLIES-LBC,CITY HALL	122.27
DUANE EASH	MILEAGE-HPC	116.20
PATTY GARRELTS	REFUND-LBC	97.91
DIESEL TURBO SERVICES INC	EQUIP MAINT-RUT	73.52
STUDENT PUBLICATIONS INC	ADS/PUBLICATIONS-PD	67.40
CUSTOM HOSE & SUPPLIES INC	EQUIP REPAIR-RUT	62.45
MENARDS	SUPPLIES-RUT	47.92
NEAL'S WATER CONDITIONING	WATER/SALT-ALL DEPTS	46.75
UNITYPOINT CLINIC	DRUG TESTING-PW	42.00
JAMISON W BILLINGSLEY	REFEREE-P&REC	30.00
JAXSON J BILLINGSLEY	REFEREE-P&REC	30.00
YEONG HO BISHOP	REFEREE-P&REC	30.00
KENT WEIDENMANN	DEPOSIT REFUND-WAT	28.32
PATRICIA HARVEY	DEPOSIT REFUND-WAT	28.32
HANNAH GANZEL	INSTRUCTOR-LBC	21.25
WELAND CLINICAL LABORATORIES	DRUG TESTING-ALL DEPTS	18.50
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
<b>TOTAL</b>		<b>326,151.99</b>

<b>FUND EXPENSE TOTALS</b>		
PAYROLL		124,392.15
GENERAL FUND		53,832.41
SOLID WASTE		47,157.15
SIDEWALK PROJECT		23,670.78
SEWER FUND		17,914.29
PW FACILITIES		17,203.16
WATER FUND		16,255.58
LBC		12,477.42
ROAD USE TAX FUND		10,353.27
STORM WATER FUND		1,620.78
DEBT SERVICE FUND		900.00
LOST III UR & STREETSCAPE		375.00
<b>TOTAL</b>		<b>326,151.99</b>

<b>FY26 NOVEMBER REVENUE</b>		
PUBLIC WORKS		272,793.45
GENERAL GOVERNMENT		267,313.74
CULTURE-RECREATION		24,765.79
PUBLIC SAFETY		13,600.66
<b>TOTAL</b>		<b>578,473.64</b>

**AGENDA ITEM # J – 2**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Ferguson Waterworks Invoice #0536466

**ACTION:** Motion

**SYNOPSIS:** This is the annual software fee for the Neptune water meters. The invoice is in the amount of \$6,840.

**BUDGET ITEM:** Water

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Invoice #0536466

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025



1917 1ST AVE N  
FARGO, ND 58102-4118

Please contact with Questions: 701-293-5511

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0536466	\$6,840.00	28159	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #2516  
PO BOX 802817  
CHICAGO, IL 60680-2817

**MASTER ACCOUNT NUMBER: 640134**

**SHIP TO:**

CITY OF MOUNT VERNON  
213 1ST ST NW  
METER ACCOUNT  
MOUNT VERNON, IA 52314

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
2521	2521	IAE	2025 N360 SOFTWARE	CJD	METER ACCOUNT	12/02/25	32349

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1425	1425	N14099113	THANK YOU FOR YOUR BUSINESS! NEPTUNE 360 AMI 1001-2500 PERIOD COVERED: 11.27.2025 -- 11.26.2026 QUO-230014-J7H4Z6	4.800	EA	6840.00
			INVOICE SUB-TOTAL			6840.00
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. *****						

**Due to the upcoming holidays, please ensure all  
payments are submitted by Friday, December 26<sup>th</sup>.**

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$6,840.00
--------	---------------	------------------	-----------	------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**AGENDA ITEM # J – 3**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** MGA Invoice # 2500410 - CDBG Downtown Revitalization Project

**ACTION:** Motion

**SYNOPSIS:** MGA has submitted an invoice in the amount of \$20,572.12 for professional services rendered under the CDBG Downtown Revitalization Project. The charges include consultations with individual business owners, meals, and mileage expenses.

**BUDGET ITEM:** LOST/FF

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Invoice # 2500410

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025



City of Mount Vernon  
213 1st Street NW  
Mount Vernon, IA 52314

December 08, 2025  
Project No: 2500267  
Invoice No: 2500410

Project 2500267 Mount Vernon CDBG DTR  
**Professional Services from November 01, 2025 to November 30, 2025**

Task 100 Pre-Application Services

**Professional Personnel**

	Hours	Rate	Amount	
Employee				
Hewitt, Thomas	14.50	128.00	1,856.00	
Jordan, Bethany	15.25	179.00	2,729.75	
Totals	29.75		4,585.75	
<b>Total Labor</b>				<b>4,585.75</b>

**Reimbursable Expenses**

Travel, Meals & Lodging				
11/11/2025 Jordan, Bethany	Meals		14.35	
11/11/2025 Jordan, Bethany	Meals		23.44	
11/12/2025 Jordan, Bethany	Meals		37.61	
11/12/2025 Jordan, Bethany	Mileage - Company Car		41.30	
<b>Total Reimbursables</b>	<b>1.1 times</b>		<b>116.70</b>	<b>128.37</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Labor	4,585.75	10,475.00	15,060.75	
Limit			14,500.00	
<b>Adjustment</b>				<b>-560.75</b>
		<b>Total this Task</b>		<b>\$4,153.37</b>

Task 200 Facade Renderings

**Fee**

Billing Phase	Fee	Percent Complete	Earned	
Facade Renderings	23,125.00	85.00	19,656.25	
Total Fee	23,125.00		19,656.25	
	Previous Fee Billing		3,237.50	
	Current Fee Billing		16,418.75	
<b>Total Fee</b>				<b>16,418.75</b>
		<b>Total this Task</b>		<b>\$16,418.75</b>
	<b>Total this Invoice</b>			<b>\$20,572.12</b>

Project	2500267	Mount Vernon CDBG DTR
---------	---------	-----------------------

---

Task	100	Pre-Application Services
------	-----	--------------------------

**Professional Personnel**

			Hours	Rate	Amount
Employee					
00078	500 - Hewitt, Thomas	11/5/2025	3.00	128.00	384.00
	Cost Opinion				
00078	500 - Hewitt, Thomas	11/6/2025	6.50	128.00	832.00
	Cost Opinion				
00078	500 - Hewitt, Thomas	11/7/2025	3.50	128.00	448.00
	Cost Opinion				
00078	500 - Hewitt, Thomas	11/10/2025	.50	128.00	64.00
	Phasing				
00078	500 - Hewitt, Thomas	11/14/2025	1.00	128.00	128.00
	FILES				
00060	200 - Jordan, Bethany	11/3/2025	.50	179.00	89.50
	Emails, talk w/Thomas				
00060	200 - Jordan, Bethany	11/5/2025	.25	179.00	44.75
	Emails				
00060	500 - Jordan, Bethany	11/5/2025	2.25	179.00	402.75
	Start cost ops, get Thomas started helping				
00060	200 - Jordan, Bethany	11/6/2025	.50	179.00	89.50
	Emails, mtg. invites				
00060	500 - Jordan, Bethany	11/6/2025	1.50	179.00	268.50
	Get Thomas started on cost ops, coord. w/Thomas				
00060	500 - Jordan, Bethany	11/7/2025	6.00	179.00	1,074.00
	Cost ops, emails				
00060	500 - Jordan, Bethany	11/10/2025	1.00	179.00	179.00
	Emails, costs/phasing, billings				
00060	200 - Jordan, Bethany	11/12/2025	.50	179.00	89.50
	Emails, mtg. resched., prep for mtgs.				
00060	200 - Jordan, Bethany	11/13/2025	.25	179.00	44.75
	Upload pics, emails				
00060	200 - Jordan, Bethany	11/14/2025	1.00	179.00	179.00
	Emails, Winebar design coord. w/Alan W.				
00060	600 - Jordan, Bethany	11/17/2025	.75	179.00	134.25
	Prep for and 121 Owner mtg.				
00060	200 - Jordan, Bethany	11/21/2025	.25	179.00	44.75
	Emails				
00060	200 - Jordan, Bethany	11/25/2025	.50	179.00	89.50
	Emails, send indiv. bldg. PDFs from last mtg.				
	Totals		29.75		4,585.75
	<b>Total Labor</b>				<b>4,585.75</b>

Project	2500267	Mount Vernon CDBG DTR	Invoice	2500410
---------	---------	-----------------------	---------	---------

# Reimbursable Expenses

## Travel, Meals & Lodging

EX	0000463	11/11/2025	Jordan, Bethany / Meals	14.35	
EX	0000463	11/11/2025	Jordan, Bethany / Meals	23.44	
EX	0000463	11/12/2025	Jordan, Bethany / Meals	37.61	
EX	0000463	11/12/2025	Jordan, Bethany / Mileage - Company Car	41.30	
<b>Total Reimbursables</b>				<b>1.1 times</b>	<b>116.70</b>
				<b>Total this Task</b>	<b>\$4,714.12</b>

Task 200 Facade Renderings

## Professional Personnel

				Hours
Employee				
00065	300 - Branez	11/4/2025	Condorena, Ingrid	8.00
Facade renderings on sketchup				
00065	300 - Branez	11/5/2025	Condorena, Ingrid	8.00
Facade renderings on sketchup				
00065	300 - Branez	11/6/2025	Condorena, Ingrid	6.00
Facade renderings on sketchup				
00065	300 - Branez	11/7/2025	Condorena, Ingrid	6.00
Facade renderings on sketchup				
00065	300 - Branez	11/10/2025	Condorena, Ingrid	9.00
Facade renderings on sketchup				
00065	600 - Branez	11/11/2025	Condorena, Ingrid	8.00
Owner meetings + travel				
00065	600 - Branez	11/12/2025	Condorena, Ingrid	8.00
Owner meetings + travel				
00065	600 - Branez	11/17/2025	Condorena, Ingrid	.50
Meeting with owner - 121 1st ST NW				
00078	000 - Hewitt, Thomas	11/3/2025	facade renderings	6.00
00078	000 - Hewitt, Thomas	11/4/2025	renders	7.50
00078	000 - Hewitt, Thomas	11/10/2025	render prep	4.25
00078	000 - Hewitt, Thomas	11/11/2025	rendering	1.50
00060	200 - Jordan, Bethany	11/5/2025	Coord. w/Ingrid	.50
00060	200 - Jordan, Bethany	11/6/2025	Lincoln wine bar design	.50
00060	300 - Jordan, Bethany	11/10/2025	Coord. w/Ingrid and Thomas, make sheets and keynote, prep for mtg.	3.00

Project	2500267	Mount Vernon CDBG DTR	Invoice	2500410
00060	600 - Jordan, Bethany	11/11/2025	9.50	
	Owner meetings			
00060	600 - Jordan, Bethany	11/12/2025	7.25	
	Owner mtgs.			
	Totals		93.50	
	<b>Total Labor</b>			
			<b>Total this Task</b>	
			<b>Total this Project</b>	<b>\$4,714.12</b>
			<b>Total this Report</b>	<b>\$4,714.12</b>



Bethany Jordan &lt;bethanykluesner@gmail.com&gt;

**Receipt from fuel art and espresso #t6qG**

Tue, Nov 11

fuel art and espresso &lt;messenger@messaging.squareup.com&gt;

Reply-To: fuel art and espresso via Square

&lt;CAESQhIAGjRyX21memhpbnRyaTU1Z21ucnZnandkbXFzbGt2ZHU2bmxoamJoaGlzbHRnajJmc3FrMmxllghkaWFsb2d1ZSIgxUNpVPDajopcRHznptpyMYaSJHMuogDZ+iQ8ol7A4FTA=@repl&gt;

To: bethanykluesner@gmail.com

Square automatically sends receipts to the email address you used at any Square seller. [Learn more](#)

fuel art and espresso

Let fuel art and espresso know how  
your experience was**\$14.35**

Latte	\$5.70
16 oz	
Skim	
other (\$0.95)	
Spicy Mocha	\$5.84
Purchase Subtotal	\$11.54
Sales Tax (7%)	\$0.81
Tip	\$2.00
<b>Total</b>	<b>\$14.35</b>

fuel art and espresso

[\(319\) 895-8429](#)

Shop Online



Visa 3072 (Contactless)

Nov 11 2025 at 9:30 AM

VISA

#t6qG

Auth code: 623871

AID: A0000000980840

No CVM



12/1/25, 11:18 AM

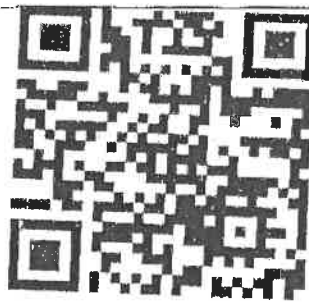
Gmail - Receipt from fuel art and espresso #t6qG

**Receipt Settings**

[Not your receipt?](#) [Turn off automatic receipts](#)

[Manage preferences](#)

© 2025 Square Privacy Policy  
1955 Broadway, Suite 600  
Oakland, CA 94612



Subway#16713-0 Phone 3198958978  
100 Hwy 1  
Mount Vernon, IA, 52314  
Served by: 48 11/11/2025 12:19:57 pm  
Term ID-Trans# 1/A-311641

Qty	Size	Item	Price
1		Medium Fountain 30oz	2.59
2		Chips	2.98
1		FF Steak&Avo 6inch	8.69
1		-Fresh Value Meal (20/21-	4.79
		- -Medium Fountain 30oz	
		- -8oz Soup	

Sub Total	19.05
SALES TAX (6%)	1.14
City sales tax (1%)	0.19
Total (Eat In)	20.38
Tips	3.06
Total (With Tips)	23.44
Credit Card	23.44
Change	0.00

\*\*\*\*\* PURCHASE \*\*\*\*\*  
APPROVED

Subtotal:	\$20.38
Tip:	\$3.06
Total:	\$23.44

Card Type: VISA  
Card Entry: Contactless  
Acct #: \*\*\*\*\*3072  
Approval Code: 761434  
Trans Id: 531542638877

\*\*\*\*\* EMV PURCHASE \*\*\*\*\*

App Label: VISA DEBIT  
Mode: Issuer  
AID: A0000000031010  
TVR: 0000000000  
IAD: 06011203A00000  
TSI:  
ARC: 00  
AC: 20597F0CF4322369

CUSTOMER COPY

Host Order ID:  
01Z6NC7DEC02PC2005F3SCTE5UQB6FOA



Bethany Jordan <bethanykluesner@gmail.com>

Receipt from White Tree Bakery #3BD0

White Tree Bakery <messenger@messaging.squareup.com>  
Reply-To: White Tree Bakery via Square  
<CAESQhIAGjRyX21memRncXNIZ2J0dmFvZGZpdmN4b3FyeGd2YmhxNWtpaGZqd2kzZHwamtY3ZzMmMlghkaVFsb2d1ZSIgwW8tezD3GVvzRQ3Em8ZtVMfXa+hhAICr+UrrOySjflI=@rep  
To: bethanykluesner@gmail.com

Wed, Nov 12

Square automatically sends receipts to the email address you used at any Square seller. [Learn more](#)



White Tree Bakery



Let White Tree Bakery know how your experience was

\$37.61

Custom Amount	\$12.00
tm	
Italian Hoagie	\$12.00
Cup Soup No Bread	\$3.50
Coke/Diet × 2	\$3.00
(\$1.50 ea.)	
Purchase Subtotal	\$30.50
Sales Tax - included, \$1.21	
Sales Tax not added (7%)	\$0.84
Tip	\$6.27
Total	\$37.61



White Tree Bakery  
117 1st Street NW  
MOUNT VERNON, IA 52314  
(319) 855-8663



Visa 3072 (Contactless) Nov 12 2025 at 12:03 PM



#3BD0

12/1/25, 11:20 AM

Gmail - Receipt from White Tree Bakery #3BD0

Auth code: 926676

AID: A0000000980840

No CVM

Run your own business?  
Start using Square and process \$1.000 in  
sales for free.

Get Started with Square



#### Receipt Settings

[Not your receipt?](#) [Turn off automatic receipts](#)  
[Manage preferences](#)

© 2025 Square Privacy Policy  
1955 Broadway, Suite 600  
Oakland, CA 94612

## **AGENDA ITEM # J – 4**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Change Order #2 – Modern Concrete - 2025 Sidewalk Improvements

**ACTION:** Motion

**SYNOPSIS:** Change Order #2 was referenced in Pay Application #2 at the December 1 Council Meeting; however, the pay application was received that same day and could not be added to the agenda. As noted at the last meeting, it will be included on the December 15 agenda. Change Order #2 is in the amount of \$2,576.67 and has been approved by the City Administrator.

**BUDGET ITEM:** Sidewalk

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Change Order #2

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025



**VEENSTRA & KIMM INC.**  
2600 University Parkway, Suite 1  
Coralville, Iowa 52241

319.466.1000  
www.v-k.net

12-1-2025

CHANGE ORDER NO. 2

**2025 SIDEWALK IMPROVEMENTS  
MOUNT VERNON, IOWA**

Change Order No. 2 is for the following modifications to the project:

1. Additional labor, equipment and materials to remove curb ramp  
at 1315 10<sup>th</sup> Street SW 1 EA @ \$450 \$ 450.00
2. Additional labor, equipment and materials to remove and  
replace curb and gutter at 4 sidewalk ramps. 36 LF @ \$75/LF \$ 2,700.00
3. 50% reduction in payment for sidewalk placed at 7<sup>th</sup> Ave SW and  
College Blvd SW due to lack of insulation being placed for curing. LS (573.33)

**Total: \$ 2,576.67**

Change Order No. 2 increases the contract amount by \$ 2,576.67.

**MODERN CONCRETE MODCON, INC.**

**CITY OF MOUNT VERNON, IOWA**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By *Dave Schaefer*

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

Date October 20, 2025

Date \_\_\_\_\_

V&K Job No. 51385

**BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS**

**AGENDA ITEM # J – 5**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Dixon Engineering – PSA Water Tower

**ACTION:** Motion

**SYNOPSIS:** The water tower was last painted in 2013 and is scheduled for repainting within the next two years. Dixon Engineering has prepared a professional services agreement covering design work, the bidding process, and antenna coordination in preparation for the upcoming project.

**BUDGET ITEM:** Water

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Invoice

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025



4811 S. 76<sup>th</sup> St., Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

November 24, 2025

Alex Volkov  
Water and Wastewater Superintendent  
City of Mount Vernon  
213 First St NW  
Mount Vernon, IA 52314

Subject: Phase 2 (Design), Phase 3 (Bidding), and Antenna Coordination – Water Tower Rehabilitation

Dear Alex,

Enclosed is the Phase 2 (Design), Phase 3 (Bidding), and Antenna Coordination professional service agreement for the 500,000 gallon Spheroid (Center) water storage tank rehabilitation project.

Our proposal is divided into a Cover Page, Exhibits, A, B, C, D, GP, and IR. The Cover Page signature page and fee page. Exhibits A details our services, Exhibit C basis of fees, invoicing, and payment matters. Attachment C-1 fee rates, and a breakdown of fee for services provided in this agreement. Exhibit GP is general provisions from the agreement and exhibits. Exhibit IR is insurance and limits of liability.

We appreciate the opportunity to submit this PSA. If you have any questions, please feel free to contact me at (641) 903-4193.

FOR DIXON ENGINEERING, INC.,

A handwritten signature in blue ink, appearing to read "Tim Wilson", is written over a horizontal line.

Tim Wilson  
Project Manager

Enclosure



4811 S. 76<sup>th</sup> St., Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ ("Effective date") between **City of Mount Vernon, Iowa** ("Owner/Client") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner/Client") and ("DIXON") have executed this Agreement. The Owner's/Client's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Phase 2 (Design), Phase 3 (Bidding), and Antenna Coordination services for the 500,000 Gallon Spheroid (Center)** ("Project") and DIXON's services as detailed in Exhibit A.

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$15,125**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary. If Owner signs the Agreement after 6 months and DIXON determines no price adjustment is required, and signs Proposal as an Agreement, then this Agreement is valid.

**Proposals / Agreement Signatures**

Tim Wilson, Project Manager November 24, 2025  
PROPOSED BY DIXON (Not a contract until approved by DIXON Project Manager or Officer) PROPOSAL DATE

APPROVED as CONTRACT BY OWNER	POSITION	DATE
-------------------------------	----------	------

Co-SIGNATURE of Contract (if required)	POSITION	DATE
--	----------	------

AGREEMENT APPROVED by DIXON	POSITION	DATE
-----------------------------	----------	------

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Alex Volkov  
Address for Owner's receipt of notices:  
City of Mount Vernon  
213 First St NW  
Mount Vernon, IA 52314  
Email: avolkov@cityofmtvernon-ia.gov

Designated Person: Tim Wilson  
Address for DIXON's receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76th St., Suite 109  
Greenfield, WI 53220  
Email: timwilson@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Agreement	Owner: City of Mount Vernon, IA	Page 2 of 30
Exhibits: A, B, C, E, GP, IR	Tank No: 15-57-07-01	

This agreement was an EJCDC document that was modified by DIXON. After modification, per license, this agreement is not an EJCDC document.  
[This document has important legal consequences; consultation with an attorney is encouraged with respect to its use]

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A
- B. Resident Project Representative (RPR): EXHIBIT A
  - 1. The term used in this Agreement to reference DIXON's Resident Representative is (DRR) instead of RPR to avoid confusion, as Engineer Client may have RPRs on other portions of the project.
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services but they can be completed by the Owner/Client if preferred. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned in Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A or Exhibit B are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.
- C. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR or DRR), Post Construction Observation and Additional Services as detailed in Exhibit C and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.
- C. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services
- D. The Owner shall make decisions and carry out its responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- F. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner

shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

#### **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

#### **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

#### **ARTICLE 6 GENERAL PROVISIONS - PER EXHIBIT GP**

#### **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

#### **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 2. EXHIBIT C, Attachments C-1, and C-2.
  - 3. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT A, DIXON's Services and Client's Responsibilities
  - 2. EXHIBIT B, DIXON's Services and Client's Responsibilities-Antennas
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from original EJCDC documents merged with other EXHIBITS or not used.
- D. EXHIBIT J, Special Provisions. Services added at/before Effective Date (included in original Agreement sometimes referred to as an Addendum). This is an item left over from pre-computer era. Now if there are changes, DIXON will incorporate those items directly into the Agreement, prior to any signing or the Effective Date, unless an addendum is requested.
- E. EXHIBIT A, DIXON has combined the six EJCDC construction project phases into five phases: Phase 1- Evaluation Phase, Phase 2- Design and Technical Specification, Phase 3-Contract Document and Bidding, Phase 4-Construction, and Phase 5-Post Construction. We then included DIXON's Basic Services, DRR Services, and Client's Responsibilities for each respective Phase. We have since added a sixth Phase back in after the Post Construction Phase which is Phase 6- Maintenance - Security and Health Annual Inspections (starting at least a year after the warranty Post Construction Phase).

#### **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

##### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

##### **9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

**9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

**9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

**9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

**9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

## **DIXON's SERVICES**

---

### **A1.02 PHASE 2 Design Phase – Technical Specifications:**

#### **A. Basic Services**

1. In preparing the Technical Specifications, use any specifically directed Project Strategy, Technology, and/or Techniques as designated by Client.
2. DIXON shall prepare Technical Specifications and Drawings to include:
  - a. Coating specific modifications to General Conditions of Construction Contract.
  - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
  - c. Specifications for Coating Repair or Replacement.
  - d. Or when Client supplies General Conditions DIXON shall supply and Client shall use Additions to General Conditions pertinent to coating project.
3. Advise Client of additional reports, data, information, or services, and assist Client in obtaining such reports, data, information, or services.
4. Furnish two review copies of the Design Phase documents, to Client, and review them with Owner.
5. After receipt, Client shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Visit the Site as needed to finalize the Design Phase documents.
7. In response to Client's comments, as appropriate, make revisions and furnish to Client one electronic copy of the revised Design Phase documents.
8. If antennas may interfere or add costs to the Project a review of EXHIBIT B, Antennas is required. These services are available from DIXON or can be completed by the Owner or Engineer. In some antenna contracts the fees for these services are back chargeable to the antenna carrier. It is essential that the responsibility for completion of EXHIBIT B services be well defined between DIXON, Engineer, and Owner as project delays may result.
9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Client the revised Design Phase Documents. If plans require no revisions, then after Client's review.

#### **B. Client's Responsibilities for Technical Specifications Phase**

1. In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide DIXON with relevant criteria and information as to Owner's and Engineer's requirements for the Project, including design objectives and constraints, all design and construction standards, standard forms, conditions, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, that is reasonably available to Client and pertinent to those portions of the Project or specialized professional services assigned to DIXON. Including but not limited to reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

#### **C. DRR Services – No services in this phase**

### **A1.03 PHASE 3 Bidding and Contract Document:**

#### **A. DIXON's Basic Services - during Bidding Phase:**

1. After receiving authorization from the Client to proceed with the Bidding Phase, DIXON will provide all following or requested services, with primary emphasis on the portion of the Project specifically assigned to DIXON, and within DIXON's area of professional

specialization, and with respect to the portions of the work that DIXON has designed or specified:

- a. Attend a prebid meeting and issue Addenda as clarifications if requested by Client to interpret, clarify, correct, or change the issued documents.
- b. Consult with and advise Client as to the qualifications of prospective contractors, and of subcontractors, suppliers, and other individuals and entities proposed by the prospective contractors. For those portions of the Work where such consultation and advice as to qualifications is requested by the Engineer.
2. Provide technical criteria and file applications for permits from or for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
3. After consultation with Client, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Client, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
4. Prepare and submit to Client for compliance with local state and municipal requirements:
  - a. Section 00 00 30 Notice to Bidders.
  - b. Section 00 00 40 Project Summary.
  - c. Section 00 21 13 Instructions to Bidders.
  - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700.
  - e. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
  - f. Section 00 54 00 Schedule of Values Form.
  - g. Section 00 72 00 General Conditions.
  - h. Section 00 73 00 Supplemental Conditions.
  - i. Section 00 91 17 Additions to General Conditions.
5. Furnish for review by Client, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Client. The Client shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
6. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Client, as appropriate, and submit one electronic copy of such documents to Client.
7. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
8. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Construction Document Fees -charges to Bidders/Contractors- will be retained as a printing, handling, and/or shipping fee.
9. Send specifications to selected Builders Exchanges and Dodge Reports.
10. Address all questions, written or verbal response, concerning the Project that are submitted to DIXON by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Engineer.

12. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
  13. After concurrence by Client issue Notice of Award to recommended Bidder.
  14. Review bonds and insurance submitted as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant for legality and compliance with required indemnification, subrogation, and other integral clauses.
  15. Furnish Client and Contractor the Contract Documents for signatures and distribution.
  16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
  17. The submittal by Contractor of a Coating List of Substitutions is not recommended and if permitted, fees of DIXON for review will be an Additional Service.
  18. The Bidding and Contract Documents Phase will be considered complete upon commencement of the Construction Phase or upon issuance of Notice to Proceed.
- B. Client's Responsibilities for Bidding and contract Document Phase – In coordination with Prime - In addition to other responsibilities of Client as set forth in this Agreement, Client shall:
1. Perform all non itemized, but essential services not delegated to DIXON above
  2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications. The method of advertising is to be determined by the Client
  3. Provide a place for the Bid Opening and open the Bids received.
  4. Review Payment, Performance, and Maintenance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney.
  5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed.
  6. Authorize DIXON to provide Additional Services as set forth in Part 2 of Exhibit A, if necessary.
  7. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
- C. DRR Services – No services in this phase

**ANTENNAS ON TOWERS - DIXON SERVICES and OWNER'S RESPONSIBILITIES**

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:

**B1.01 Phase 1 – Review**

- A. Review of the existing cellular Carriers and other antenna installations. Review to better configure layout and/or upgrade equipment on the tank. This review includes:
  - 1. Review as-built drawings for the existing antenna installations on the tank.
  - 2. A visit to the site to climb the tank to obtain measurements and photographs as necessary.
- B. Review existing leases and determine length of notification required for removal, if applicable. DIXON to generate removal during painting notice letters/emails to Carriers.

**B1.02 Phase 4 –Removal Coordination**

- A. Assist the Owner, Carriers, and other antenna carriers to determine the best method for temporarily removing equipment and to determine the best location for the temporary cell towers. Assist the Owner to ensure the Carriers, and other antenna carriers equipment is removed or protected in a timely fashion to allow the contractor ample time to complete the rehabilitation/painting project.

**B1.03 Responsibilities of Client**

- A. All tasks not designated to DIXON are the responsibility of the Client.

**B2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above as a DIXON supplied service and/or delegated as a Responsibility of Client in Part B1 will be considered an Additional Service.
  - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
  - 2. Additional antenna services will be required for equipment reinstallation inspections. These services are to be addressed by amendment post bid award.
  - 3. If timing or other reason require the Client to reallocate responsibility to DIXON, then those reallocated responsibilities are treated as an Additional Service.

## **BASIS OF FEES, INVOICING, AND PAYMENT**

---

### **Part 1 BASIS OF FEES**

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase Construction, Basic, and RPR/DRR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. Standard Hourly rates of DIXON's employees are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C, as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
    - a. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.
  - 3. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
    - a. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      - 1) The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      - 2) The estimator then calculates Reimbursable Expenses based on the same criteria.
      - 3) Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. The Lump Sum Method:
  - 1. The Lump Sum fee charged by DIXON constitute full and complete compensation for DIXON's services including labor costs, overhead, profit, and reimbursable expenses.
  - 2. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical

Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.

3. DIXON may use a Lump Sum for the entire project.
- C. The Unit Price Method:
  1. Reimbursable expenses are calculated and included in Unit Prices.
  2. The Unit Price Method is used when DIXON completes Hold Point Observations, or known, controlled portions of the Scope of Services.
- D. Exhibit B Antennas: LS, UP, or SHR or Combination based on type of services.
- E. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
- F. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the Lump Sum method. These services are contracted services and thus are prior authorized.
- B. RPR (DRR) Services are contractually agreed services per Exhibit A Task Order or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often an Agreement for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services -some services are Basic to every Agreement. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed; and are Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A, and/or TO#\_\_ EX A (if this is a Task Order Agreement). These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum is required. The calculation of fees is Work dependent and may be calculated by the SHR method, Lump Sum or Unit Price.
- E. Antenna Services are defined in Ex B. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in EX C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases

as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Agreement (EJCDC G-700), is a contractually agreed remedy for small violations or nonadherence of the Agreement terms between Owner and Contractor, which result in extra or unnecessary expenses to the Owner, for Owner or DIXON services. The cost for additional DIXON services and unnecessary expenses are not foreseen and cannot be calculated. Those fees and expenses will be invoiced using the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Client. These services generally do not require prior approval of Client, because they are required in the administration of the Agreement. Set-off fees are invoiced to the Client, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Client has incurred extra charges or engineering costs related to:
  - a. Excessive submittal review,
  - b. Excessive evaluations of proposed substitutes,
  - c. Tests and inspections, or return Hold Point Observations to complete Field Work that was determined to be a failed inspection and,
  - d. Work is defective, require correction or replacement including additional observation costs.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services and are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Client notice thereof, allowing Client to consider its options, including suspension or termination of DIXON's services for Client's Convenience. Upon notice, Client and DIXON shall promptly review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate DIXON's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Client and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum hourly requirements of these paragraphs are not negotiable. An

RPR is a professional, and if they remain on Site, they are guaranteed the minimum number of hours. Negotiations may change Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  - 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted as of January 1 past the expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.
  - 2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate and by the same percentage increase as Standard Hourly Rates.
  - 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2. DIXON will submit its invoices to Client on a monthly basis with the exception of smaller amounts due.
- B. Invoices are due and payable within 30 days of receipt.
- C. The amount invoiced for DIXON's services rendered on a Lump Sum basis will be based upon DIXON's estimate of the proportion of the total services actually completed during the billing period, plus reimbursable expenses (if any) incurred during the billing period.
- D. The amount invoiced for services rendered on a Standard Hourly Rate basis will be an amount equal to the cumulative hours devoted to the Project during the billing period by each billing class of DIXON's employee's times the hourly rate for each applicable billing class incurred during the billing period.
- E. Distribution of Compensation: DIXON may alter the distribution of compensation between individual phases of the work noted in Attachment C-1 to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
- F. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- G. Failure to Pay: If Client fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  - 1. DIXON will increase amount due at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.

2. DIXON may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and all other related charges. Client waives any and all claims against DIXON for any such suspension.
- H. Disputed Invoices: If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- I. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by Client.

### **PART 3 SELECTION OF RPR SERVICES**

#### **C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

#### **C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  1. Daily RPR Services -8 hours per day plus travel time and mileage.
  2. Full Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the RPR is also working more than 40 hours, if work being completed rises to the level of observing.
    - c. Rain days or no work days as determined by the Contractor or Client – minimum billable work day is four hours, no site time required.
    - d. Delayed start day as determined by the Contractor, (ex. Rain delay start)- minimum billable time is actual delay time up to four hours plus onsite time. Total cannot be less than four hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

#### **C3.02 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Fifteen Thousand, One Hundred, Seventy-Five Dollars, \$15,125** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02- Technical Specifications			\$8,975	Lump Sum
A1.03- Bidding & Contract Documents				
Exhibit B- Antenna Services			\$6,150	Lump Sum
TOTAL:			\$15,125	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Client and DIXON

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$185.00 per diem	\$185.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)**

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Client and DIXON

**Employee Billable Rates and Terms**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$515.00	
Officer/Associate	\$215.00	
Project Manager	\$200.00-\$225.00	\$300.00-\$338.00
Engineer	\$225.00-\$265.00	\$338.00-\$398.00
CWI Welding RPR	\$220.00-\$245.00	\$330.00-\$367.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$152.00-\$205.00	\$228.00-\$308.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$138.00-\$178.00	\$207.00-\$267.00
DIXON Level 1 or AMPP General Level 1 RPR	\$128.00-\$158.00	\$192.00-\$237.00
Contract Support Staff	\$158.00-\$200.00	\$237.00-\$300.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging & Meals	\$195.00 per diem	\$195.00 per diem
Meals Only	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2026 (Revised: 10/01/2025)**

## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

## **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents (EJCDC G-700) regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLS XLSX	
a.8	Images	Email w/ Attach	JPG JPEG GIF PNG TIFF BMP	
a.9	Compressed Files	Email w/ Attach	ZIP	

<b>Notes</b>	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
<b>Key</b>	
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader.
DWG	Autodesk® AutoCAD. dwg format.
DOC/DOCX	Microsoft® Word document
XLS/XLSX	Microsoft® Excel document
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.
<b>Minimum Version Required</b>	
Adobe® Acrobat Reader	2017-24.002 (2020)
Autodesk® AutoCAD	24.2 (2023)
Microsoft® Word	Office 2019
Microsoft® Excel	Office 2019

**GENERAL PROVISIONS and RELATED CONDITIONS**

---

Note: Some Articles in this Exhibit GP may not all apply to the Scope of Work in Exhibit A. They become effective and are included because additional Scopes of Work may be added at any time with a Task Order or Exhibit K.

**GP1.01 Standards of Performance:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical Accuracy: Client shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON, Engineer, Owner, or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Client furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above- DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- D. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual Conflict of Interest arises or is identified, DIXON and Client together will make reasonable, good faith efforts to avoid or eliminate the Conflict of Interest.
- E. DIXON may retain such consultants as it deems necessary to assist in the performance or furnishing of services, subject to reasonable, timely, and substantive objections by Client.

**GP1.02 DIXON does NOT provide the following services which would violate the Standard of Care:**

- A. DIXON's Services and Additional Services do not include:
  - 1. serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
  - 2. advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances;
  - 3. providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or
  - 4. providing legal advice or representation

**GP1.03 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be given on the basis of DIXON's experience, qualifications, and general familiarity with the coating industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished

by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or made verbally by DIXON.

**GP1.04 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not.
  - 1. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project, and for related uses of Owner
  - 2. DIXON grants Client a limited license to use the Documents on the Specific Project.
  - 3. Client shall not use, reuse, or modify the Documents without written verification, review, or adaptation by DIXON. If Client reuses or modifies documents without authorization, Client shall indemnify and defend DIXON from any liabilities that result from the reuse.
  - 4. The limited license to Client shall not create any rights in third parties.

**GP1.05 Controlling Law and Compliance with Laws and Regulations:**

- A. Client and DIXON shall comply with applicable Laws and Regulations of the State where the project is located.
- B. DIXON shall comply with any and all policies, procedures, and instructions of Owner and Engineer (Client) that are applicable to DIXON's performance of services under this Agreement and that Client provides to DIXON in writing, subject to the Standard of Care set forth in Paragraph GP1.01.A above, and to the extent compliance is consistent with professional practice requirements.
- C. While at the Site, DIXON, its consultants and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's and other safety programs of which DIXON has been informed.
- D. This Agreement is based on Laws and Regulations and Client-provided written policies and procedures of Client as of the Effective Date of this Agreement.

**GP1.06 Limitations of Authority of DIXON with Client and with Owner's Contractor:**

- A. This Agreement and the General Conditions of the Owner/Contractor Agreement establish DIXON's authority.
- B. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, latest Edition and as modified by DIXON for the coating industry, unless expressly indicated otherwise. If Client supplied General Conditions are used, then DIXON supplied Additions to General Conditions for the Coating Industry shall also be used to the extent they do not conflict with Owner's General Conditions.

**GP1.07 Visits to Site and Observation of Construction**

- A. In connection with observation of Work while it is in progress, in particular with respect to Work that is designed or specified by DIXON, and Work specifically designated by Client for observation by DIXON:
1. Make visits to the Site as detailed in EX A at intervals appropriate to the various stages of construction as DIXON deems necessary to observe as an experienced and qualified design professional the progress of Contractor's executed Work.
  2. Such visits and observations by DIXON including DRR, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specially assigned to DIXON in this Agreement, but
  3. are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on DIXON's exercise of professional judgement.
  4. Based on information obtained during such visits and observations, DIXON will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and
  5. DIXON shall keep Client informed of the progress of the Work.
- B. The purpose of DIXON's visits to the Site including efforts of DRR,
1. will be to enable DIXON to better carry out the duties and responsibilities assigned to and undertaken by DIXON during the Construction Phase; and, in addition,
  2. by the exercise of DIXON's efforts, as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents.
- C. DIXON shall not during such visits or as a result of such observations of the Work,
1. supervise, direct, or have control over the Work,
  2. nor shall DIXON have authority over or responsibility,
    - a. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor,
    - b. for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress,
    - c. for the coordination of the Contractors' work or schedules, nor
    - d. for any failure of a Contractor's furnishing and performing of its work, or any portion of the Work
    - e. for the acts or omissions of any Contractor
    - f. for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work.
- D. Accordingly, DIXON does not guarantee the performance of any Contractor in accordance with the Owner/Contractor Construction Contract Documents.
- E. DIXON shall not be responsible for any decisions made regarding the Construction Agreement requirements, or any application, interpretation, clarification, or modification of the Construction Agreement documents other than those made by DIXON or its consultants.

**GP1.08 Environmental Condition of Site: Constituents of Concern (CC)**

- A. Client represents to DIXON that as of the Effective Date and to the best of Client's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site. Client has forwarded to DIXON copies of all documents in Client's

Agreement

Owner: City of Mount Vernon, IA

Page 24 of 30

Exhibits: A, B, C, E, GP, IR

Tank No: 15-57-07-01

possession, including disclosures from Owner to Engineer, regarding the presence of known and suspected Constituents of Concern located at or near the Site, including type, quantity, and location.

B. Definitions:

1. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  2. Undisclosed Constituents of Concern. For purposes of this Article GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to this Article GP1.08, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “Undisclosed” Constituents of Concern.
  3. “Known” Constituents of Concern - Constituents of concern in the coating industry- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not Undisclosed Constituents of Concern. DIXON and Client acknowledge that the coating industry may generate hazardous waste or constituents of concern (CC) when removing old coatings, CC may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be CC but are considered “Known” CC.
- C. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not Undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
- D. If DIXON encounters or learns of an Undisclosed Constituents of Concern at the Site, then DIXON shall notify Client. State and Federal notifications, if required, are the responsibility of the Owner.
- E. If DIXON or any other party encounters, uncovers, or reveals an Undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to Disclosed or Undisclosed Constituent of Concern, then either Client or DIXON may, at its option and without liability for any damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer affected.
- F. Client acknowledges that DIXON is performing professional services for Client, and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.

**GP1.09 Dispute Resolution:** DIXON and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights at law.

**GP1.10 Suspension and Termination:**

- A. Suspension:
  - 1. By Client: Owner or Client may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  - 2. By DIXON: DIXON may, after giving seven days written notice to Client, suspend services under this Agreement
    - a. if Client has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
    - b. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Agreement or Task Order.
- B. Termination for Cause – DIXON/Client Agreements or Separate Task Orders: The obligation to provide further services under this Agreement or Task Order may be terminated:
  - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - 2. By DIXON: Upon seven days written notice:
    - a. if Client demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or
    - b. if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or
    - c. as the result of the presence at the Site of undisclosed Constituents of Concern.
  - 3. Notwithstanding the foregoing, an Agreement or Task Order will not terminate for Cause, under this Article, if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof. If and to the extent such substantial failure cannot be reasonably cured within the 30 day period of diligent effort, and party continues to cure the same, then the cure period will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. Termination for Convenience - by Client and is effective upon DIXON's receipt of notice from Client.
- D. The time, between Contract Award and the contracted start date of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension" or reason for Termination.
- E. DIXON shall have no liability to the Owner or Client, on account of such termination.
- F. In the event of Multiple active Task Orders; The Termination of a Task Order for Cause or Convenience does not affect the status of the remaining active Task Orders.
- G. Effective Date of Termination: If Client terminates the Agreement or a specific Task Order for cause or convenience, Client may set the effective date of Termination at a time up to 30 days later than otherwise provided, to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of

completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.

- H. Payments Upon Termination: In the event of termination by Client or DIXON for cause, DIXON shall be entitled to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C Attachment 2.

**GP1.11 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a Client Agreement or a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Agreement or Task Order. Upon Client's request, DIXON shall provide a copy of any such item to Client at cost.
- B. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

## **INSURANCE REQUIREMENTS AND INDEMNIFICATION**

The Agreement is supplemented to include the following insurance requirements and indemnification clauses of the parties:

### **IR1.01 Insurance Requirements**

A. The limits of liability for the insurance required by the Agreement are as follows:

1. DIXON/Client will obtain/carry the following insurance policies and with the listed amounts as a minimum :

a. Worker' Compensation	<u>Statutory</u>
b. Employer's Liability –	
1) Bodily injury, each Accident:	<u>\$1,000,000</u>
2) Bodily injury by disease, each employee:	<u>\$1,000,000</u>
3) Bodily injury/disease, aggregate:	<u>\$1,000,000</u>
c. General Liability –	
1) Each Occurrence (Bodily injury and Property damage)	<u>\$1,000,000</u>
2) General Aggregate:	<u>\$2,000,000</u>
d. Excess or Umbrella Liability –	
1) Per Occurrence:	<u>\$2,000,000</u>
2) General Aggregate	<u>\$2,000,000</u>
e. Automobile Liability – Combined Single Limit	<u>\$1,000,000</u>
f. Professional Liability - (required only of Engineer Client)	
1) Each Claim Made	<u>\$2,000,000</u>
2) Annual Aggregate	<u>\$2,000,000</u>

### **IR1.02 Insurance Requirements**

- A. DIXON shall cause Client and other parties requested by Owner Electronic Data Transmittal Protocol within reason, to be listed as additional insureds on any applicable general liability insurance policy carried by DIXON.
- B. DIXON shall deliver to the Client certificates of insurance evidencing the coverages indicated in Exhibit IR. Such certificates shall be furnished prior to commencement of DIXON's Services and at renewals thereafter during the life of the Agreement.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Client's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. If any policy of property insurance relating to the Project, including but not limited to any builder's risk policy, allows for waiver of subrogation rights and contains provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any insured thereunder or against Client. Then Client and DIXON hereby waive all rights against each other, Owner, and Contractor, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such builder's risk policy or other property insurance policy relating to the project. The Client shall take appropriate measures in other Project-related contracts to secure waivers of rights.

- E. At any time, Client may request that DIXON, at Client's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Client, and if commercially available, DIXON shall obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Client, and Exhibit IR will be supplemented to incorporate these requirements.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits or obtain replacement coverage meeting the requirements of this Agreement.

## **PART 2 LIMITATIONS OF LIABILITY**

### **IR2.01 Definitions:**

- A. Client and Party 1 is Client and Client's officers, directors, membership, partners, agents, employees, consultants, and if Client is Owner then also others retained by or under contract to the Owner, with respect to this Agreement or to the Project.
- B. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

### **IR2.02 Indemnification**

- A. Indemnification: to the fullest extent permitted by Laws and Regulations, DIXON shall indemnify and hold harmless, Client and Party 1; and Client shall indemnify and hold harmless DIXON and Party 2; from losses, damages, and judgments (including reasonable attorneys' fees and expenses) arising from third-party claims or actions relating to the Project:
  - 1. By Client and Party 1 and by DIXON and Party 2 -provided that such claim, action loss, damages, or judgement is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by negligent act or omission of DIXON or Client, and associated Parties 1 and 2.
- B. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in this Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability breach of contract, indemnity obligations, or warranty express or implied; shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Client's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required

under this Agreement. If no such insurance coverage is provided by Client with respect to Client's Claims, then the total liability, in the aggregate, of DIXON and Party 2 to Client and anyone claiming by, through, or under Client for any and all such uninsured Client's claims shall not exceed \$25,000.

**IR2.03 Mutual Waiver**

- A. Mutual Waiver - Exclusion of Special, Incidental, Indirect, and Consequential Damages - To the fullest extent permitted by law, and notwithstanding any other provisions in the Agreement, consistent with the terms of this Agreement, DIXON and Party 2, shall not be liable to Client or anyone claiming by, through, or under Client and Party 1, for any and all claims for or entitlement to special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes including but not limited to: damage to water supply or reduction in fire protection.

**IR2.04 Percentage Share of Negligence**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of DIXON, Client, and all other negligent entities and individuals.

**IR2.05 No Defense Obligation**

- A. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressed.

**AGENDA ITEM # J – 6**

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

<b>DATE:</b>	December 15, 2025
<b>AGENDA ITEM:</b>	Carrico Aquatic Resource
<b>ACTION:</b>	Motion

**SYNOPSIS:** Carrico Aquatic Resource provides the city with chlorine and other chemicals for the municipal pool. The annual cost of supplying pool chemicals is \$16,800 for the 2026 season. This is a slight increase of \$900 over the previous season.

**BUDGET ITEM:** Pool

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147  
www.carricoaquatics.com

December 4, 2025

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

*RE: Water Management Assistance Program Renewal*

Dear Katey,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services and we look forward to doing so again.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided, if applicable.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico  
President  
Carrico Aquatic Resources, Inc.



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147  
www.carricoaquatics.com

## **OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT**

This Operation and Maintenance Assistance Agreement (the "Agreement") effective as of the date of Carrico's signature (Effective Date) is between the City of Mount Vernon (the "Owner"), whose address is 213 First Street NW, Mount Vernon, Iowa 52314 and Carrico Aquatic Resources, Inc. ("Carrico"), a Wisconsin company whose address is 720 N. Parkway, Jefferson, Wisconsin 53549.

### **RECITALS**

Whereas, Owner is the Owner of an aquatic facility as described in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desires to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

### **ASSUMPTIONS**

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico, in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless otherwise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

#### **ARTICLE IV: COMPENSATION**

- 4.1 Owner's guaranteed yearly investment for equipment, chemicals, operator training and routine visits is sixteen thousand eight hundred and no/100 dollars (\$16,800.00) for 2026.
- 4.2 Owner shall pay Carrico four thousand two hundred and no/100 dollars (\$4,200.00) due on the first day of May, June, July and August for the 2026 pool season.
- 4.3 There will be a one time charge per season of four hundred and no/100 dollars (\$400.00) to cover all deliveries and is subject to change.

#### **ARTICLE V: TERM**

- 5.1 Terms of this Agreement are a guaranteed yearly investment.
- 5.2 This is a one year minimum Agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.3 This Agreement time period is for the 2026 swimming season.

#### **ARTICLE VI: TERMINATION**

- 6.1 Either party wishing to terminate this Agreement, must do so in writing no later than thirty (30) days from the anniversary of the original signing of the Agreement, of any given year.
- 6.2 If Owner terminates the Agreement within the first year or between anniversary dates in subsequent years, a five hundred and no/100 dollar (\$500.00) fee, per pool and/or spa as designated in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty (30) days of termination of Agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this Agreement without penalty if Carrico fails to:
- Supply chemicals as outlined in this Agreement in a timely manner;
  - Perform routine visits to named Facilities;
  - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

#### **ARTICLE VII: MISCELLANEOUS**

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention to Owner contact in signature block below, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa.

## **ARTICLE I: SCOPE OF SERVICES**

Carrico agrees to provide the following:

- 1.1 Water treatment equipment (subject to change) needed to maintain pool chemistry per Iowa state code including:
  - (1) Pulsar Precision Feeder
- 1.2 Chemicals needed to maintain the pool(s) as required per Iowa state code
- 1.3 Operator training on actual water treatment systems and equipment
- 1.4 Delivery of chemicals F.O.B. from closest point
- 1.5 Season start-up of water treatment equipment and fourteen (14) point water analysis every 4-6 weeks
- 1.6 Recommendations for changes in water chemistry parameters and/or operations
- 1.7 Routine visits to check equipment and chemical inventory and to review pool logs
- 1.8 Remote monitoring of Controllers (if applicable)
- 1.9 Phone conferences for troubleshooting

## **ARTICLE II: OWNERS' RESPONSIBILITIES**

- 2.1 Operate facilities according to State of Iowa's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this Agreement, at the rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico a minimum of fourteen (14) days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 2.6 Owner assumes and shall bear the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time, place and manner of the performance of maintenance that is Carrico's responsibility under this Agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

## **ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES**

- 3.1 Provide equipment, chemicals and services as described in Article I.
- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Iowa's Department of Public Health Guidelines.
- 3.3 Provide technical assistance in the installation said equipment and provide operator training and manuals at time agreed upon by both parties.
- 3.4 Routine visits to the Facilities to check equipment and water chemistry.

- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of one hundred twenty-five and no/100 dollars (\$125.00) per hour while on-site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool(s), cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller(s), adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this Agreement. These chemicals will be billed outside of this Agreement at then current price.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

#### **ARTICLE VIII: AUTHORIZATION**

**CARRICO AQUATIC RESOURCES, CITY OF MOUNT VERNON - OWNER  
INC.**

Signature

Print Name            Matt Carrico

Title                    President

Date

**Purchase Order** \_\_\_\_\_

#### **Exhibit A**

"Facilities" as referred to in this document consist of the following:

- 240,000 gallon pool

**AGENDA ITEM # J – 7**

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

**DATE:** December 15, 2025

**AGENDA ITEM:** Worldmaker Resilience Invoice # 1225

**ACTION:** Motion

**SYNOPSIS:** The Mount Vernon-Lisbon Police Department was recently awarded a \$200,000 grant, the details of which will be presented by Chief Blinks at the meeting. Worldmaker Resilience Institute facilitates the distribution of funds for the grant money. This invoice is in the amount of \$16,715.

**BUDGET ITEM:** Grant

**RESPONSIBLE DEPARTMENT:** Assistant City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Lori Boren

**DATE PREPARED:** 12/12/2025



Invoice #1225

Date:12/11/25

Remit payment to:	Bill to:
<b>Worldmaker Resilience Institute</b> 4217 1 <sup>st</sup> Ave SE Cedar Rapids, IA 52402 (319) 362-5433	<b>City of Mount Vernon</b> 213 1st St W Mt Vernon, IA 52314 (319) 895-8742

This invoice reflects work performed under the joint Mount Vernon–Lisbon Police Department grant supporting THRIVE training in Iowa, funded through the Department of Justice COPS Grant.

This Invoice covers work initiated from October 10, 2025 to December 10, 2025

Project	Brief Description	Total Charges
Iowa Outreach	Outreach to partners across the state, Development of steering committee members, Creation of project materials, Organization and record keeping of outreach tasks	\$3,710.00
Social Media Campaign	Branding design for project (for committee review), development of social media campaign strategy, and creation of a comprehensive social media content and posting schedule.	\$3,405.00
Video Production	Retainer for videographer for recording and creating outreach campaign, Planning and designing outreach campaign	\$6,360.00

Survey Development	Survey development to identify needs and priorities, Preparing survey platform for dissemination and data collection	\$1,470.00
Customization of THRIVE curriculum	Research and planning meetings regarding curriculum adaptation, Research and outreach to various governing boards to secure continuing ed credits for training	\$1,770.00
	<b>Total Amount Due</b>	<b>\$16,715.00</b>

Please remit payment to Worldmaker once funds are received from the Department of Justice following submission of invoice in the ASAP system.

Contact [maya@world-maker.org](mailto:maya@world-maker.org) or [edeeney@world-maker.org](mailto:edeeney@world-maker.org) with any questions.

## Lori Boren

---

**From:** Jason Blinks <jblinks@mtvernonlisbonpd-ia.gov>  
**Sent:** Friday, December 12, 2025 12:09 PM  
**To:** Lori Boren; Marsha Dewell  
**Subject:** Worldmaker THRIVE overview

**External Sender - From:** (Jason Blinks <jblinks@mtvernonlisbonpd-ia.gov>)

[Learn More](#)

This message came from outside your organization.

Below is a quick overview of the Law Enforcement Mental Health and Wellness Act LEMHWA grant that was awarded to MVLPD.

*The Iowa THRIVE Resiliency Program, a new two-year statewide initiative focused on strengthening the mental health and resilience of Iowa's first responders and their families.*

*The program - led by the Mount Vernon-Lisbon Police Department, supported by a DOJ COPS grant, and implemented with the Worldmaker Resilience Institute - will provide trauma-informed training and digital tools tailored to the unique needs of public safety personnel.*

Best,



*Jason Blinks #862*

*Chief of Police*

Mount Vernon-Lisbon Police Department  
380 Old Lincoln Highway  
Mount Vernon, Iowa 52314  
319-895-6141

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



# Mt. Vernon-Lisbon Police Department

## November 2025 Monthly Report

### Vehicle Collisions

There was a total of 6 reported collisions during the month. There were 5 collisions in Mount Vernon. Collision 1 occurred on McGregor Ln when unit 1 backed out of a parking spot and struck unit 2, which was legally parked. Damage was estimated at \$1,200 and no injuries were reported. Collision 2 occurred on the 100 block of E 1<sup>st</sup> St when unit 1 backed out of a parking spot and struck unit 2, which was legally parked. Damage was estimated at \$1,600 and no injuries were reported. Collision 3 occurred on the 700 block of S. 1<sup>st</sup> Ave when unit 1 failed to yield and struck unit 2, which was already in the roundabout. Damage was estimated at \$3,200 and minor injuries were reported. Collision 4 occurred on the 100 block of E 1<sup>st</sup> St. when unit 1 attempted to turn left, lost control and struck a sign. Damage was estimated at \$1,750 and no injuries were reported. Collision 5 occurred on N. Hwy 1 when unit 1 failed to yield right of way and struck unit 2. Damage was estimated at \$6,000 and no injuries were reported.

There was 1 collision in Lisbon. Collision 1 occurred on the 100 block of S. Jackson St. when unit 1 failed to stop at a stop sign and struck unit 2. Damage was estimated at \$4,000 and no injuries were reported.

### Incidents/Arrest

There were 10 reported incidents during the month. In Mount Vernon, there were 7 reports which included: assault (x2), hit and run, OWI (x2), possession of a controlled substance, medical, and suspicious person.

In Lisbon, there were 3 reports which included: driving while license suspended, theft, and disorderly conduct.

During the month, officers had 3 arrests. In Mount Vernon there were 3, including: assault and OWI (x2).

In Lisbon there were none.



# Mt. Vernon-Lisbon Police Department

## Community Service/Training/Misc.:

- Officer Gehrke participated in the Lisbon School Veteran's Day program
- Lisbon time (administration, call for service, patrol): 245

	Nov	Oct	Sept	Aug	July	June
Administrative	23	35	42	39	31	34
Call for service	12	29	24	23	21	25
Patrol	210	220	213	191	261	207
	245	284	279	254	313	266

## GTSB:

During November, officers worked 22.25 hours of STEP which resulted in: 1 OWI arrest, 3 OWI test (no arrest), 1 OWI drug test (no arrest), 1 .02 violation, 1 seat belt warning, 1 seat belt citation, 4 speed citations, 5 speed warnings, 1 move over citation, 5 hands free warnings, and 1 other traffic violation.

Respectfully Submitted,

Temporary-Interim Police Chief



**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  
12/15/2025  
Council Meeting**

The last couple weeks have been full of winter weather events that have kept us busy. Applying brine to the streets and walks, making more brine, plowing the streets, and cleaning up piles of snow after the storm have been the associated tasks.

We have managed to get some holiday decorations installed uptown on the new street light poles and get the planter at city hall dressed up for the holiday season. This was able to be done prior to the festive Magical Night event. I was not present for the event, but I was told that it was a great success and very busy.

Our team and I have also started getting some work done in the office space at the new Public Works facility on Bryant Road. We started hanging doors, prepping for paint, and hanging trim and tin on the exterior office wall in the shop area.

Daily medial tasks have been addressed as usual.

The list of productive actions seems short but the time and effort put into them were abundant.

Have a very Merry Christmas and may peace be with you all! Thank you.



Mount  
Vernon  
IOWA

Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police

**Thomas M. Wieseler, Mayor**

**Council:**

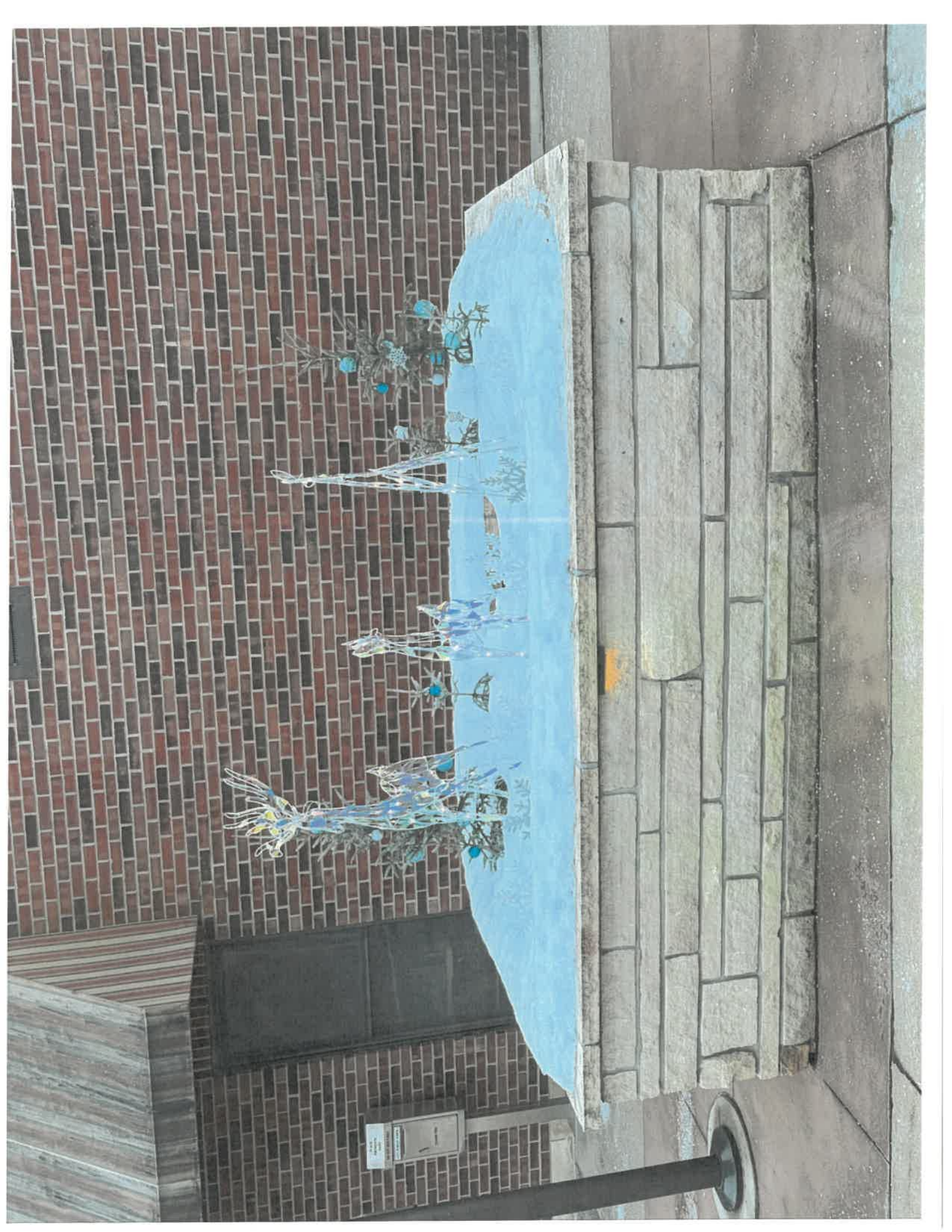
Scott Rose  
Stephanie West  
Mark Andresen  
Paul Tuerler  
Craig Engel

---

**"Gratitude can transform common days into thanksgivings, turn routine jobs into joy, and change ordinary opportunities into blessings."**

**-William Arthur Ward**

Eldon Downs  
City of Mt. Vernon  
Public Works Director  
563-331-0424  
[edowns@cityofmtverno-ia.gov](mailto:edowns@cityofmtverno-ia.gov)





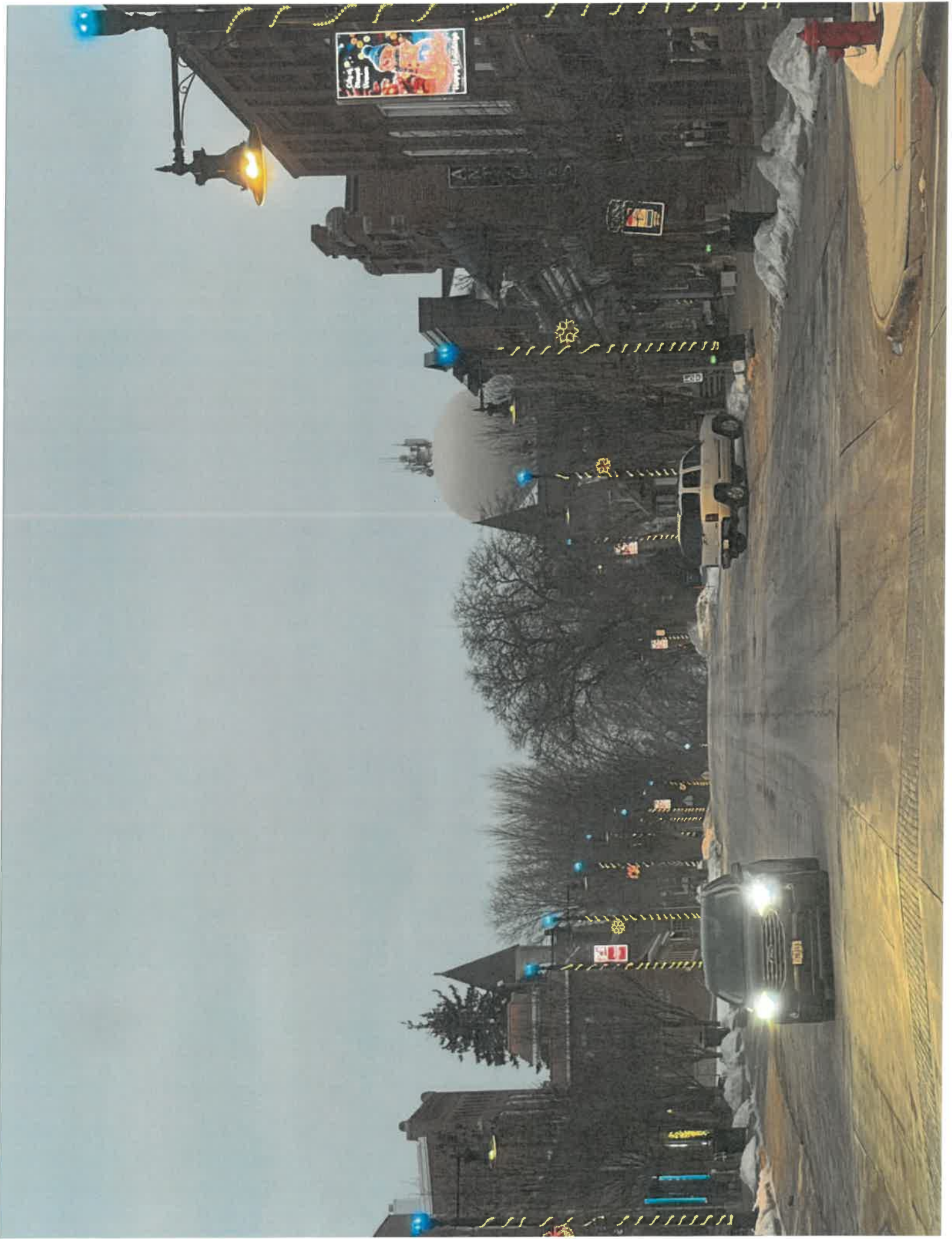


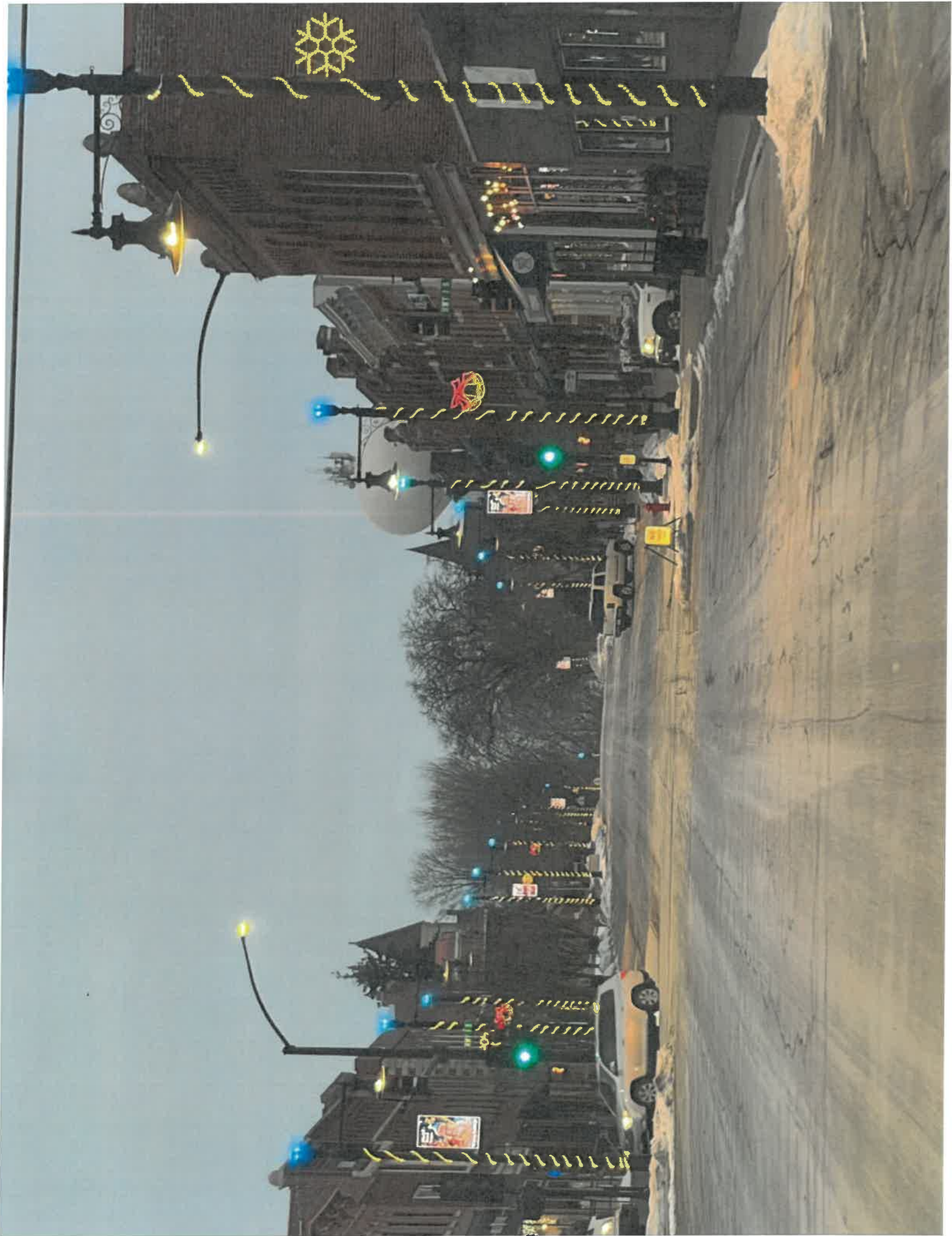


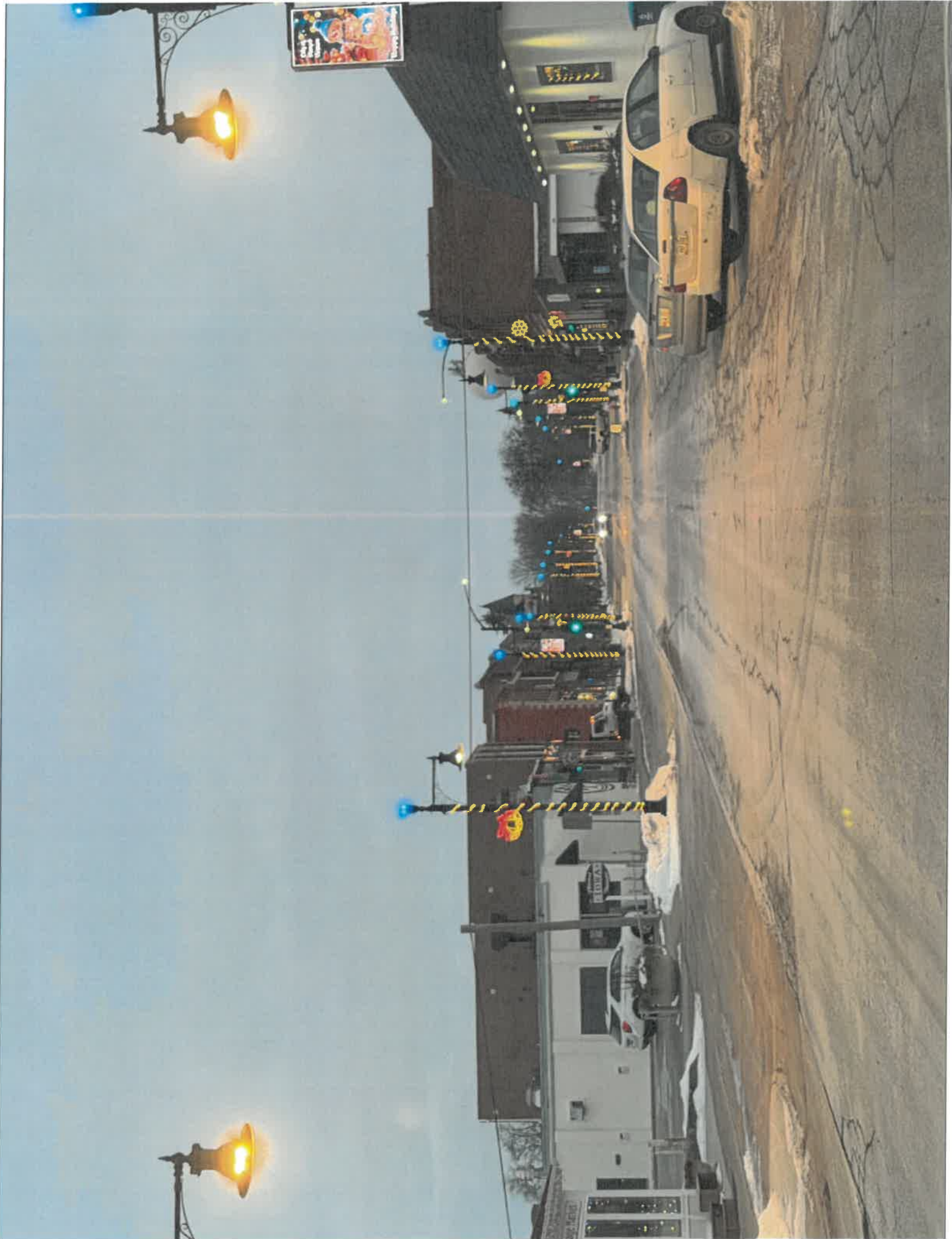












## **M. Reports Mayor/Council/Admin.**

Mt. Vernon November 2025 Reconciliation									
	9/30/2025	November	November	A/P	A/P	11/30/2025	Calculated	Reconciled	Difference
	Total Cash	Receipts	Expenditures	10/31/2025	11/30/2025	11/30/2025	Cash	Cash	
001 General Fund	552,400.72	67,460.86	(200,857.36)	-	-	419,004.22	11/30/2025	11/30/2025	-
002 Police Forfeiture	2,499.67	0.77	-	-	-	2,500.44	2,500.44	2,500.44	-
003 Police Vehicle Depreciation	-	-	-	-	-	-	-	-	-
005 Franchise Fee	33,350.34	92,944.69	-	-	-	126,295.03	126,295.03	126,295.03	-
006 Business 30	7,579.74	75.72	-	-	-	7,655.46	7,655.46	7,655.46	-
110 Road Use Tax	577,728.25	53,864.34	(92,994.71)	-	-	538,597.88	538,597.88	538,597.88	-
111 Insurance Levy	83,931.79	269.49	-	-	-	84,201.28	84,201.28	84,201.28	-
112 Benefit Levy	335,301.06	24,748.82	-	-	-	360,049.88	360,049.88	360,049.88	-
113 Law/Emerg Levy	-	-	-	-	-	-	-	-	-
114 RUT Vehicle Depr.	-	-	-	-	-	-	-	-	-
115 Low-Moderate Income	(58,221.44)	-	-	-	-	(58,221.44)	(58,221.44)	(58,221.44)	-
125 TIF	240,835.80	50,115.11	-	-	-	290,950.91	290,950.91	290,950.91	-
140 Capital Improvement Projects	-	-	-	-	-	-	-	-	-
141 CIP/Fire Dept./Tax Levy	406,122.98	3,804.74	-	-	-	409,927.72	409,927.72	409,927.72	-
163 WTP Depreciation	100,000.00	-	-	-	-	100,000.00	100,000.00	100,000.00	-
173 Sewer Plant Depreciation	-	-	-	-	-	-	-	-	-
200 Debt Service	2,009,879.37	-	(233,011.81)	-	-	1,776,867.56	1,776,867.56	1,776,867.56	-
303 LOST III Streets/Sidewalks	69,333.00	692.61	-	-	-	70,025.61	70,025.61	70,025.61	-
304 LOST III Community Center	1,243,598.17	12,413.54	(950.00)	-	-	1,255,061.71	1,255,061.71	1,255,061.71	-
305 LOST III Trails	295,584.59	2,881.05	(7,179.50)	-	-	291,286.14	291,286.14	291,286.14	-
306 LOST III UR & Streetscape	13,445.31	51.58	(8,281.85)	-	-	5,215.04	5,215.04	5,215.04	-
307 2024 Infrastructure	(104,812.40)	-	(23,322.00)	-	-	(128,134.40)	(128,134.40)	(128,134.40)	-
308 Sidewalk Project	66,282.94	11,396.82	(34,277.38)	-	-	43,402.38	43,402.38	43,402.38	-
313 WWTP UV Disinfection	-	-	-	-	-	-	-	-	-
314 Police Station Construction	-	-	-	-	-	-	-	-	-
315 PW Facilities	(375,666.00)	-	(18,100.98)	-	-	(393,766.98)	(393,766.98)	(393,766.98)	-
316 Remote Read Meter Proj.	268,906.26	-	-	-	-	268,906.26	268,906.26	268,906.26	-
317 ARPA Linn County Grant	(127,079.05)	-	-	-	-	(127,079.05)	(127,079.05)	(127,079.05)	-
318 Capital Projects	-	-	-	-	-	-	-	-	-
320 Davis Park Improvements	158,514.47	-	-	-	-	158,514.47	158,514.47	158,514.47	-
321 4th/5th Ave SW Water Main	-	-	-	-	-	-	-	-	-
322 Palisades Road Overlay	-	-	-	-	-	-	-	-	-
323 Glenn St./CHI/Cottonwood	5,790.45	-	-	-	-	5,790.45	5,790.45	5,790.45	-
324 Pool Renovations	59,745.00	-	-	-	-	59,745.00	59,745.00	59,745.00	-
325 Rachel Street/Kwik Star	1,825,272.18	-	-	-	-	1,825,272.18	1,825,272.18	1,825,272.18	-
326 2025 Uptown Lighting	(1,362.95)	-	(3,550.00)	-	-	(4,912.95)	(4,912.95)	(4,912.95)	-
500 Perpetual Care	106,315.00	-	-	-	-	106,315.00	106,315.00	106,315.00	-
600 Water	289,645.47	79,003.70	(58,350.25)	-	-	310,298.92	310,298.92	310,298.92	-
602 Water Vehicle Depr.	-	-	-	-	-	-	-	-	-
610 Sewer	(141,199.46)	83,135.97	(58,516.06)	-	-	(116,579.55)	(116,579.55)	(116,579.55)	-
611 Sewer Vehicle Depr.	-	-	-	-	-	-	-	-	-
620 Storm Water	(90,698.91)	6,323.45	(7,194.07)	-	-	(91,569.53)	(91,569.53)	(91,569.53)	-
621 Storm Water Vehicle Depr.	-	-	-	-	-	-	-	-	-
670 Solid Waste	255,974.09	50,465.99	(62,846.04)	-	-	243,594.04	243,594.04	243,594.04	-
675 Wellness/Fitness Center	(36,875.32)	38,824.39	(48,443.35)	-	-	(46,494.28)	(46,494.28)	(46,494.28)	-
	8,072,121.12	578,473.64	(857,875.36)	-	-	7,792,719.40	7,792,719.40	7,792,719.40	-

---

**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
December 15, 2025**

---

- The next employee recognition potluck will take place on Tuesday, December 23, 2025, at City Hall from 11:30 a.m. to 1:30 p.m.
- City offices will be closed on Wednesday, December 24, 2025, and Thursday, December 25, 2025, in observance of the Christmas holiday. City offices will also be closed on Thursday, January 1, 2026, in observance of the New Year holiday.
- Have a safe and happy holiday season! 🍊