

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	October 5, 2026 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	October 2, 2026

Mayor:	Tom Wieseler	City Administrator:	Chris Nosbisch
Mayor Pro-Tem:	Scott Rose	City Attorney:	Steve Leidinger
Councilperson:	Sherene Hansen Player	Asst. City Administrator:	Lori Boren
Councilperson:	Craig Engel	Finance Dir/City Clerk:	Marsha Dewell
Councilperson:	Mark Andresen	Chief of Police:	Jason Blinks
Councilperson:	Paul Tuerler		

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

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 818 2557 9592
3. Password: 439622

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 – September 21, 2026
2. Approval of Liquor License - MVL CCDG
3. Appoint Nathan Wolter – Zoning Board of Adjustment

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. None

G. Resolutions for Approval

1. None

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 EMS Board of Director Appointments – Council Action as Needed
3. Discussion and Consideration of V&K Invoice #51361-26 – Hwy 1 Reconstruction Project - Council Action as Needed
4. Discussion and Consideration of V&K Invoice #51388-5 – WWTP Phase 2 - Council Action as Needed
5. Discussion and Consideration of V&K Invoice #51394-2 – Bryant Road Sanitary Sewer - Council Action as Needed
6. Discussion and Consideration of Rec Desk Service Agreement – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met September 21, 2026, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Engel, Rose, Andresen, Absent: Tuerler and Hansen-Player.

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

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

Hansen-Player arrives at 6:31 p.m.

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

Approval of City Council Minutes – September 9, 2026

Motions for Approval

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

BRECKE MECHANICAL CONTRACTORS	PAY APP #1-BRYANT RD SANITARY SEWER	188,901.41
PAYROLL	CLAIMS	123,247.12
RATHJE CONSTRUCTION	PAY APP #10 FINAL-RACHEL STREET	38,679.11
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	36,474.77
ALLIANT ENERGY	ENERGY USAGE-ALL DEPTS	34,290.25
GENERAL TRAFFIC CONTROLS	TRAFFIC CONTROL REPAIR-RUT	28,800.00
NEXT GEN EQUIPMENT	KUBOTA-PW	26,951.00
VEENSTRA & KIMM INC	HWY 1 RECONSTRUCTION	18,855.04
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	17,461.46
VEENSTRA & KIMM INC	WWTP PHASE 2 MODELING	10,378.18
BAKER GROUP	HVAC MAINT CONTRACT-LBC	9,768.00
DIX LAWN CARE	CEMETERY MAINT	5,316.70
DIESEL TURBO SERVICES INC	EQUIP MAINT-PW	5,311.66
MODERN CONCRETE INC	PAY APP #6 FINAL-2025 SIDEWALK IMPROV	4,722.10
TYLER TECHNOLOGIES	NEW SOFTWARE UPGRADE-ALL DEPTS	3,120.00
IOWA LEAGUE OF CITIES	ANNUAL DUES-P&A	3,043.00
HY-VEE	ACADEMY MEALS-PD	2,786.00
RED LION RENEWABLES	SOLAR ELECTRIC-CITY HALL,PD,LBC	2,771.12
SUNSET LAW ENFORCEMENT	SUPPLIES-PD	2,093.40
LYNCH DALLAS PC	LEGAL FEES-P&A	1,883.50
RICKARD SIGN AND DESIGN CORP	VEHICLE MAINT-PD	1,295.00
GRAYBILL COMMUNICATIONS	EQUIP MAINT-PW	1,255.00
RACOM CORPORATION	EQUIPMENT-PD	1,153.00
USA BLUE BOOK	SUPPLIES-WAT	1,143.54
BAKER GROUP	BLDG MAINT-LBC	926.36
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	889.51
DE NOVO MARKETING	WEBSITE/HUB SUPPORT-ALL DEPTS	825.00

MARK ANDRESEN	HOUSING CONFERENCE-P&A	720.12
COMPASS BUSINESS SOLUTIONS	UTILITY BILLS-WAT,SEW,SW	700.61
LINN COUNTY TREASURER	PAVEMENT MARKINGS-RUT	674.46
BRADLEY HAUGE	PROFESSIONAL SERVICES-ALL DEPTS	605.00
BANKCARD 8076 ACH DEBIT MTOT	REFUND-LBC	582.51
JULIN PRINTING COMPANY	SUPPLIES-PD	542.00
LINN COUNTY PUBLIC HEALTH	INSPECTION-POOL	468.00
SIMMERING CORY IOWA CODIFICATION	ANNUAL WEB HOSTING-P&A	450.00
BEN MATHIAS	CELL PHONE STIPEND	400.00
INTERMEDIA COMMUNICATIONS	PHONE SERVICES-CITY HALL	352.03
MEDIACOM	PHONE/INTERNET-FD	325.82
DE NOVO MARKETING	WEBSITE SUPPORT-LBC	325.00
HAWKEYE COMMUNICATION INC	BLDG MAINT-PD	297.32
TASC	FSA ADJUSTMENT-PD	261.52
CURTIS ENGLISH SELECT SERVICE	PORTABLE RR RENTAL-P&REC	260.00
KONE INC	ELEVATOR MAINT-CITY HALL	250.86
WENDLING QUARRIES	ROADSTONE-RUT	245.22
ROUNABOUT REPAIR SHOP LLC	VEHICLE MAINT-PD	245.00
IOWA PRISON INDUSTRIES	UNIFORMS-PD	230.00
T-MOBILE	CELL PHONE-PD	229.68
IOWA LAW ENFORCEMENT ACADEMY	TRAINING-PD	225.00
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-LBC	220.54
GREAT WESTERN SUPPLY CO	SUPPLIES-LBC	213.23
CREATIVE PRODUCT SOURCING	DARE SUPPLIES-PD	212.41
CITY LAUNDERING CO	SERVICES-CITY HALL	196.64
KONICA MINOLTA PREMIER FINANCE	COPIER USAGE-PD	177.82
AIRGAS INC	CYLINDER RENTAL-PW	157.98
HAWKEYE ELECTRICAL CONTRACTORS	BLDG MAINT-LBC	150.00
AMAZON CAPITAL SERVICES	SUPPLIES-PW	145.13
THEISEN SUPPLY INC	UNIFORMS-PW,P&REC	144.49
LYNN PEAVEY COMPANY	SUPPLIES-PD	144.02
STAPLES INC	SUPPLIES-ALL DEPTS	131.29
GRAINGER	TRAINING CENTER SUPPLIES-FD	92.99
MENARDS	BRINE SHED SUPPLIES-RUT	87.00
RC TECH	SERVICES-CITY HALL	86.25
AMAZON CAPITAL SERVICES	SUPPLIES-FD	83.26
GREAT WESTERN SUPPLY CO	SUPPLIES-PD	72.57
SCHIMBERG COMPANY	BLDG MAINT-FD	64.76
NEAL'S WATER CONDITIONING	WATER/SALT-FD	60.50
MONET ROELLE	FUEL-PD	38.22
DANIEL DAUBS	MEALS/POSTAGE-PD	36.48
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	35.46
VESTIS	JANITORIAL SUPPLIES-LBC	31.93
ST LUKE'S WORK WELL SOLUTIONS	DRUG TESTING-PW	30.00
HAWKINS INC	CHEMICALS-WAT	20.00
P&K MIDWEST INC	EQUIP MAINT-RUT	18.88
NEAL'S WATER CONDITIONING	WATER/SALT-PD	13.75
TOTAL		583,396.98

FUND EXPENSE TOTALS

BRYANT ROAD SANITARY SEWER	188,901.41
PAYROLL	123,247.12

GENERAL FUND	51,145.17
ROAD USE TAX FUND	47,805.82
RACHEL STREET	38,679.11
SEWER FUND	34,655.38
SOLID WASTE	28,308.19
WATER FUND	24,641.65
LBC	21,673.75
HWY 1 RECONSTRUCTION	18855.04
2025 SIDEWALK PROJECT	4,722.10
STORM WATER FUND	762.24
TOTAL	583,396.98

FY27 AUGUST REVENUE	
GENERAL GOVERNMENT	2,109,764.96
PUBLIC WORKS	269,829.23
CULTURE-RECREATION	66,646.56
PUBLIC SAFETY	3,940.40
COMMUNITY & ECONOMIC DEV	1,064.44
TIF REVENUE	806.23
TOTAL	2,452,051.82

Discussion and Consideration of iWorQ Service Agreement – Work Management Program - Council Action as Needed. Staff has been reviewing options for workflow management programs. While pleased with certain functions of the Hubspot application, it is not specifically designed as a government based program. iWorQ, however, is designed for government functionality. The annual program cost will be \$12,000 per year, with a \$3,000 initial setup fee. The annual cost for iWorQ is also less than the current Hubspot application. This new platform will also be more user friendly for both citizens and staff. Motion made by Andresen, seconded by Hansen-Player to approve iWorQ Service Agreement-Work Management Program. Motion carries. Tuerler absent.

Discussion and Consideration of Art Trail Sculpture Addition - MVAAC - Council Action as Needed. The Sculpture Trail Committee and the Mt Vernon Area Arts Council are seeking permission to place two new sculptures along the Sculpture Trail. Outside of in-kind Public Works Department staff time, the costs of the proposed sculptures are being absorbed by the MVAAC. Motion made by Engel, seconded by Rose to approve the placement of two new sculptures along the Sculpture Trail. Motion carries. Tuerler absent.

Discussion and Consideration of Leadership Goal Setting and Strategic Planning Services – Council Action as Needed. As discussed in the last meeting, staff has sought a proposal for a City Council goal setting session. Midwest Municipal Consulting LLC (Elizabeth Hansen) has submitted a proposal in the amount of \$3,700 to facilitate this process. The City has worked with Hansen in the past and were pleased with the services provided. Motion made by Rose, seconded by Andresen to approve the proposal from Midwest Municipal Consulting LLC for goal setting and strategic planning services. Motion carries. Tuerler absent.

Reports to be Received/Filed. Full reports available in the September 21, 2026 Council Packet on the City website.

Mt. Vernon/Lisbon Police Report

Mt. Vernon Public Works Report

Mt. Vernon Parks and Rec Report

Reports of Mayor/Council/Administrator

August Reconciliation Report. Report is available in the September 21, 2026 Council Packet on the City website.

Mayor's Report. The Mayor will be attending the Iowa League of Cities Conference this week, along with other City staff. Charlie Nichols with Linn County Planning and Development extended an invitation to meet regarding community issues.

Council Reports. Andresen attended the Housing Conference in Des Moines recently.

City Administrator's Report. Report is available in the September 21, 2026 Council Packet on the City website.

As there was no further business to attend to, the meeting adjourned, the time being 7:17 p.m., September 21, 2026.

Respectfully submitted,
Marsha Dewell
City Clerk

Class "C" Retail Alcohol License (LC) Application

Business Information

Name of Legal Entity: MOUNT VERNON-LISBON COMMUNITY DEVELOPMENT GROUP, INC.

FEIN: XX-XXX8832

Business Type: Corporation

This business is registered with the Secretary of State. Business Number of Secretary of State: 327354

Premises Information

Premises DBA: MVL CCDG

Premises Address: 311 1ST ST NW MOUNT VERNON IA 52314-1702

Premises Type: Other

Number of Floors: 1

Control of Premises: Other
Vernon

Other control description: Local Authority/City of Mount

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 21-Oct-2026

Length of License Requested: 5 days

City of Mount Vernon Board of Adjustment Interest Form

The Mayor of Mount Vernon appoints (with Council approval) the members of the Board of Adjustment. The applicable Mount Vernon Code is Chapter 165 Zoning Regulations.

QUALIFICATIONS.

The Board of Adjustment shall consist of five (5) members. I understand that this is solely a discretionary mayoral appointment, subject to Council Approval. The Board of Adjustment is a body, established by the City expressly for the purpose of granting relief from situations of hardship and to hear appeals from decisions of the Zoning Administrator and the Planning and Zoning Commission as provided by the City Ordinances. The Board of Adjustment only meets on an as needed basis. Each member serves a five year term. Members are required to familiarize themselves with Chapter 165, Zoning Regulations.

Prior to consideration for appointment, an applicant must read section 1210 of Chapter 165, Powers and Duties of the Board of Adjustment.

Please complete the following form to be considered by the Mayor for this appointment.

Name: Nathan Wolter

Address: 501 Scobey Rd NW
Mount Vernon, IA 52314

Occupation: Business Consultant + Coach

What experiences or abilities do you feel qualifies you to serve on the Board of Adjustment?

With an extensive background in leadership + decision
making, I am able to see multiple points of view and
keep the greater good of the community in mind. I look
for decisions that will create long term benefits not
just short term gains.

You may attach additional information or use the back of this form.

Please return the completed form to Mount Vernon City Hall.

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, OCTOBER 5, 2026

PAYROLL	CLAIMS	117,044.16
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX-ECON DEV	22,963.70
IWORQ SYSTEMS INC	ANNUAL SUBSCRIPTION-ALL DEPTS	15,000.00
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	12,433.81
LYNCH COLLISION CENTER	EQUINOX REPAIRS-ALL DEPTS	6,166.65
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	5,150.29
AB BODYART INC	VIDEO ARCADES-LBC	2,889.04
TYLER TECHNOLOGIES	NEW SOFTWARE UPGRADE-ALL DEPTS	2,606.00
P&K MIDWEST INC	EQUIP REPAIR-P&REC	2,377.30
VEENSTRA & KIMM INC	WATER MISC ENGINEERING	2,310.00
VEENSTRA & KIMM INC	BRYANT ROAD SANITARY SEWER	2,107.50
LISBON, CITY OF	AMB DIRECTOR SALARY	1,879.66
MARTIN GARDNER ARCHITECTURE	CDBG DOWNTOWN REVITALIZATION	1,700.00
LINDER TIRE SERVICE	VEHICLE MAINT-PW	1,546.67
IOWA PRISON INDUSTRIES	SAFETY SUPPLIES-PW	1,450.00
MECHANICSVILLE FIBER	PHONE/INTERNET-ALL DEPTS	1,150.92
VEENSTRA & KIMM INC	BRYANT ROAD SANITARY SEWER	1,012.50
CAMPBELL SUPPLY	EQUIPMENT-FD	531.02
WORLD INSURANCE ASSOCIATES LLC	509A FILING-ALL DEPTS	504.13
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	439.92
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-P&A	409.04
JACOB HUFF	CELL PHONE STIPEND	360.00
T-MOBILE	VEHICLE SOFTWARE-PW	319.20
VEENSTRA & KIMM INC	LBC GENERATOR	249.00
T-MOBILE	PHONE/INTERNET-ALL DEPTS	228.36
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	223.93
THOMAS M WIESELER	MILEAGE-P&A	212.80
CITY LAUNDERING CO	SERVICES-CITY HALL	197.86
BANKCARD 8076 ACH DEBIT	REFUND-LBC	163.71
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE-PD	159.76
HAWKEYE COMMUNICATION INC	FIRE SYSTEM MONITORING-PD	147.00
VEENSTRA & KIMM INC	RACHEL STREET IMPROVEMENTS	132.50
IOWA DEPT OF NATURAL RESOURCES	ANNUAL WATER USE FEE-WAT	120.00
LANDON JOHANNINGMEIER	REFEREE-P&REC	100.00
VESTIS	JANITORIAL SUPPLIES-FD	99.01
MATT SIDERS	MILEAGE-P&REC,LBC	91.20
VEENSTRA & KIMM INC	WASTEWATER MISC ENGINEERING	67.50
VESTIS	JANITORIAL SUPPLIES-LBC	64.16
MENARDS	TRAINING CENTER SUPPLIES-FD	60.58
BENNETT R GRAFFT	REFEREE-P&REC	45.00
GABRIEL GRAFFT	REFEREE-P&REC	45.00
JAMISON W BILLINGSLEY	REFEREE-P&REC	45.00
JAXSON J BILLINGSLEY	REFEREE-P&REC	45.00
LUKE RUSHFORD	REFEREE-P&REC	45.00
TEWODROS J BONEWALD	REFEREE-P&REC	45.00
TRAE D BIELEFELD	REFEREE-P&REC	45.00
MONET ROELLE	FUEL-PD	41.13
CARTER GADBERRY	REFEREE-P&REC	20.00
TOTAL		205,045.01

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, OCTOBER 5, 2026

FUND EXPENSE TOTALS

PAYROLL	117,044.16
GENERAL FUND	48,177.45
WATER FUND	8,780.29
LBC	8,690.91
SEWER FUND	6,152.49
ROAD USE TAX FUND	5,962.77
SOLID WASTE	5,179.37
BRYANT ROAD SANITARY SEWER	3,120.00
LOST III UR & STREETSCAPE	1,700.00
RACHEL STREET	132.50
STORM WATER FUND	105.07
TOTAL	205,045.01

AGENDA ITEM # J – 2

AGENDA INFORMATION MT. VERNON CITY COUNCIL COMMUNICATION

DATE: October 5, 2026

AGENDA ITEM: EMS Board of Director Appointments

ACTION: Motion

SYNOPSIS: City Council has received the EMS Board interest applications in a separate email. There are a number of options for the Council to appoint three individuals to these positions. The Council can choose to interview candidates at the meeting, take the top 3, or allow opening statements and then make the appointment. You can vote on the candidates individually or as a slate (all three in one motion). As a reminder, you will need to appoint one candidate for one year, one for two years, and the third for three years.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Separate Attachment

PREPARED BY: Chris Nosbsich

DATE PREPARED: 10/2/2026

AGENDA ITEM # J – 3 thru J - 5

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

DATE: October 5, 2026

AGENDA ITEM: V&K Invoices #51361-26, #51388-5, & #51394-2

ACTION: Motion

SYNOPSIS: V&K Engineering has submitted three new invoices for current and future projects. The Hwy 1 Reconstruction Project invoice #51361-26 is in the amount of \$37,568.34. Invoice #51388-5 for Phase 2 of the WWTP Modeling Project is in the amount of \$7,710.19. The Bryant Rd Sanitary Sewer invoice #51394-2 is in the amount of \$13,584.84. The Council will need to consider a separate motion for each invoice.

BUDGET ITEM: Bond/San Sewer

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: V&K Invoices #51361-26, #51388-5, & #51394-2

PREPARED BY: Chris Nosbsich

DATE PREPARED: 10/2/2026



City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

September 18, 2026
Invoice No: 51361 - 26

Project Manager Dave Schechinger

Engineering services for Highway 1 Reconstruction - Design Services

Professional Services from August 16, 2026 to September 12, 2026

Phase 1 Design Services

Professional Personnel

	Hours	Rate	Amount
Engineer I-A	3.00	265.00	795.00
Engineer II-A	68.00	219.00	14,892.00
Engineer IV	4.00	177.00	708.00
Engineer V	34.00	165.00	5,610.00
Engineer IX	8.50	135.00	1,147.50
Engineer X	118.00	119.00	14,042.00
Technician I	2.00	136.00	272.00
Totals	237.50		37,466.50
Total Labor			37,466.50

Unit Billing

Mileage	101.84
Total Units	101.84 101.84

Total this Phase \$37,568.34

Total this Invoice \$37,568.34



City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

September 18, 2026
Invoice No: 51388 - 5

Project Manager Dave Schechinger

Engineering services for Mt Vernon WWTP Phase 2 Process Modeling

Professional Services from August 16, 2026 to September 12, 2026

Professional Personnel

	Hours	Rate	Amount	
Engineer V	2.50	165.00	412.50	
Totals	2.50		412.50	
Total Labor				412.50

Reimbursable Expenses

Direct Expense-Consult\Testing	7,266.00	
Miscellaneous Expense	31.69	
Total Reimbursables	7,297.69	7,297.69

Billing Limits

	Current	Prior	To-Date	
Total Billings	7,710.19	12,546.68	20,256.87	
Limit			79,000.00	
Remaining			58,743.13	
Total this Invoice				\$7,710.19

Billings to Date

	Current	Prior	Total
Labor	412.50	12,367.50	12,780.00
Expense	7,297.69	11.98	7,309.67
Unit	0.00	167.20	167.20
Totals	7,710.19	12,546.68	20,256.87



City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314-9998

September 18, 2026
Invoice No: 51394 - 2

Project Manager Dave Schechinger

Engineering services for Bryant Road Sanitary Sewer - Resident Review

Professional Services from August 16, 2026 to September 12, 2026

Professional Personnel

	Hours	Rate	Amount	
Engineer X	3.00	119.00	357.00	
Technician III	115.00	111.00	12,765.00	
Totals	118.00		13,122.00	
Total Labor				13,122.00

Unit Billing

Mileage		462.84	
Total Units		462.84	462.84

Total this Invoice \$13,584.84

AGENDA ITEM # J – 6

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

DATE:	October 5, 2026
AGENDA ITEM:	Rec Desk Service Agreement
ACTION:	Motion

SYNOPSIS: The Rec Desk software is the operating program for the LBC. This is an annual subscription in the amount of \$7,300.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Invoice and Service Agreement

PREPARED BY: Chris Nosbsich

DATE PREPARED: 10/2/2026



INVOICE

Mount Vernon IA

Invoice Date
Oct 2, 2023

Invoice Number
INV-14033

RecDesk LLC
300 Plaza Middlesex
MIDDLETOWN, CT 06457
USA
Email:
mike.morris@recdesk.com

Description	Quantity	Unit Price	Amount USD
RecDesk Annual Subscription 11/1/2023 - 10/31/2024	1.00	6,100.00	6,100.00
Premium Integration - Access Control - \$1200	1.00	1,200.00	1,200.00
Subtotal			7,300.00
TOTAL USD			7,300.00
Less Amount Paid			7,300.00
AMOUNT DUE USD			0.00

Due Date: Nov 1, 2023

** Customer is responsible for applicable State/Local Sales & Use Taxes

PAYMENT ADVICE

To: RecDesk LLC
300 Plaza Middlesex
MIDDLETOWN, CT 06457
USA
Email: mike.morris@recdesk.com

Customer Mount Vernon IA
Invoice Number INV-14033
Amount Due **0.00**
Due Date Nov 1, 2023
Amount Enclosed

Enter the amount you are paying above

SERVICES AGREEMENT

This Software-as-a Services (SaaS) Agreement is made as of the date of the last signature ("Execution Date") by and between **RecDesk LLC**, having its principal address at 300 Plaza Middlesex, Middletown, CT 06457 ("RecDesk," "Licensor," "we," "our," "Provider", or "us") and **City of Mount Vernon, IA** ("Customer," "Licensee," "you" or "your") whose principal address is **855 Palisades Rd SW Mount Vernon, IA 52314**. Each a "Party," and collectively, the "Parties". This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between You and Us. Terms not defined below shall have the meanings as set forth in Section 1 of the **Terms of Service**.

1. **PRIMARY TERM.** Primary Term of this Agreement shall align with the current Customer term dates for thirty-six (36) months or as otherwise agreed upon in writing. Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

a. **TERM DATES:**

Start Date	End Date
11/01/2026	10/31/2029

2. **SERVICES & FEES.** Services and Fees are set forth in Section 5 of Terms of Service "FEES; PAYMENT TERMS" included and made part of this Agreement. All Fees will be due 60 days following invoice receipt.

3. **TAX EXEMPTION.** Please mark the appropriate box.

- ☐ **YES** Yes, we are exempt. If yes, please provide a certificate or other documentation.
- ☐ **NO** No, we are not exempt.

4. **PAYMENT SERVICES.**

- ☐ **INCLUDED** Customer is selecting RECDESK to provide Payment Services and will enter into a separate Sub-Merchant Agreement with us, as the payment facilitator.
- ☐ **NOT INCLUDED** Customer will be handling its own payment processing and payment services on its own or through another third-party payment services provider. We consider these services to be Third-Party Services for which we are not responsible or liable.

5. **TERMS OF SERVICE.** Customer has received, understands and agrees to the RECDESK Terms of Service, which are included and made part of this Agreement.

6. **PRIVACY & SECURITY.** Customer has received, understands and agrees to the RECDESK [Privacy Statement](#).

7. **ADDITIONAL ADDENDA.** The following Addenda are included and made part of this Agreement:

- a) Terms of Service
- b) Service Level Agreement (Software)

IN WITNESS WHEREOF, the parties signing below have read and understand the terms and conditions of this Agreement, including any and all additional addenda or attachments. They represent and warrant that they are authorized to execute this Agreement on behalf of the applicable organization and that, upon execution, this Agreement is enforceable against that party in accordance with its terms. The parties hereto have caused this Agreement to be executed as of the 01 day 11, 2026 (“**Execution Date**”).

Customer:	RecDesk, LLC
Signature: _____ By: _____ (Print Name) Its: _____ (Title) Date: _____	Signature: _____ By: <u>Patrick Hayden</u> (Print Name) Its: <u>President</u> (Title) Date: _____

TERMS OF SERVICE

1) **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

- **"Addendum" or "Addenda"** means a document added to the Agreement containing new or supplemental terms.
- **"Agreement"** means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Quote, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.
- **"Billing Period"** means the period of time covered by a single recurring dues fee for Services. Recurring fees will be based on contract execution date. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.
- **"Cardholder Data"** is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.
- **"Confidential Information"** means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.
- **"Customer"** is a RECDESK customer. The Customer is the individual, organization, business entity, non-profit, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."
- **"Customer Data"** is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.
- **"End Users"** are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Quote.
- **"Execution Date"** shall have the meaning as set forth in the Services Agreement.
- **"Fees"** mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Quote. One-time fees (training on-site, etc.) will be billed on an as-used basis.
- **"Fully Executed"** means when all parties have signed the agreements.
- **"Initial Term/ Primary Term"** is the contract term period for Services, as described in the Services Agreement.
- **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- **"Negative Accrual"** occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.
- **"Quote"** means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.
- **"Patron Data"** means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.
- **"Payment Services"** means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Quote or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-merchant Agreement with us.
- **"Professional Services"** are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.
- **"Services"** mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Quote.
- **"Services Agreement"** means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.
- **"Software"** means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).
- **"Community Portal Page"** means the main landing page for RecDesk. The Community Landing Page will have buttons, images, and links to other areas within RecDesk. It's the starting page from which a customer will navigate to all other programs, available activities, classes, etc.
- **"Sub-Merchant Agreement"** means our Sub- Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.
- **"Support Fees"** mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly or annually or as more specifically described in the Quote.
- **"Renewal Term"** means the period which immediately follows the expiration of the Initial Term or Primary Term, as described in the Services Agreement.
- **"Team"** includes RECDISK's employees, officers, directors, owners, attorneys, affiliates or representatives.
- **"Term"** means the term for Services and includes both the Initial Term or Primary Term, and any Renewal Terms, as applicable.
- **"RECDISK"** means RecDesk, LLC, successors, and assigns. RECDISK's business address is 300 Plaza Middlesex, Middletown, CT 06457. RECDISK may also be referred to in the Agreement as "Licensor," "we," "our," "Provider," or "us."

2) ACCEPTANCE.

You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. **You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.**

3) GRANT OF RIGHTS.

- a) **Grant of Rights by RECDESK.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.
- b) **Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved. **We reserve the right to withhold or remove your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.**
- c) **Excess Use.** We will conduct annual reviews of subscription usage, beginning twelve months after implementation. If there is a material increase or decrease, we reserve the right to adjust prices accordingly at the end of the first 12 months of the initial or primary term, with prior written notice and supporting documentation.
- d) **Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action, which could result in civil damages or criminal punishment.

4) TERM; TERMINATION.

- a) **Term.** You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.
- b) **Termination for Cause.** Prior to expiration of the Initial or Primary Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial or Primary Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.
- c) **Termination for Convenience (Without Cause).** Either Party may terminate without cause after the initial or primary term has ended and the Renewal term has begun. Should you choose to terminate once you are in a **Renewal Term**, provide a 90-day advance written **notice of intent to cancel** before



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the end of the annual maintenance cycle date, and services will cease per the annual maintenance date. **MIDTERM CANCELATIONS WILL NOT BE ACCEPTED.**

- d) **Termination Notice.** For termination to be considered effective, you must send your termination notice via email to support@recdesk.com or by writing to:

RecDesk LLC
Attn: Patrick Hayden
300 Plaza Middlesex
Middletown, CT 06457

WE WILL NOT ACCEPT TERMINATION NOTICES OR REQUEST VIA PHONE CALL OR PHONE MESSAGES. ALL TERMINATION NOTICES MUST BE IN WRITING.

5) FEES; PAYMENT TERMS.

Subscription Pricing	Fee Type	Quantity	Price	Subtotal
Subscription Contract Pricing	Annual	1	\$7,250.78	\$7,250.78
Add On Services	Fee Type	Quantity	Price	Subtotal
RecDesk Engage App	Annual	0	\$0	\$0
Bulk Email (20,000 allotment)	Annual	0	\$600.00	\$0
Access Control/API Integration	Annual	0	\$1,500.00	\$1,260.00
Musco Lighting/API Integration	Annual	0	\$1,500.00	\$0
RecDesk Payments MID Fees	Annual	0	\$300.00	\$0
Residency Enforcement Import	One Time	0	\$1,500.00	\$0
Custom Financial Extract	One Time	0	\$1,500.00	\$0
Custom Member Import	One Time	0	\$1,500.00	\$0
Data Extract	One Time	0	\$1,750.00	\$0
Year 1 Pricing Summary				Totals
Subscription Pricing				\$7,250.78
Add On Services Pricing Subtotal				\$1,260.00
			Year 1 Total	\$8,510.78

- a) **COLT Increase.** After the FIRST TWELVE (12) MONTHS of the initial or primary term, all Fees shall be subject to a Cost-Of-Living and Technology ("COLT") enhancement increase not to exceed five percent (5%). RECDESK reserves the right to apply the COLT enhancement to any fees after the FIRST TWELVE (12) MONTHS of the initial or primary term AND at the start of each Renewal Term, in its sole and absolute discretion.
- b) **Payment of Fees.** You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Quote and will be billed annually, or as you and we may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.
- c) **Fee Commencement.** Upon the contract's execution, the initial invoice for the software subscription will be issued, **and payment will be due**. Contracts are considered fully executed when both parties have signed.
- d) **Due Date; Late Fees; Interest.** Payment is due within 60 days from the date you receive our invoice (the "Due Date"), then we may charge you a late fee up to 5% of the total invoice. All payments are due in



U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

- e) **Error Reporting.** Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. Invoices are sent to the contact person on file. YOU ARE RESPONSIBLE FOR KEEPING ALL CONTACT INFORMATION CURRENT.
- f) **Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in a breach of the Agreement and you will have twenty (20) days to cure. If payment is not received by the 51st day after the Due Date, we may suspend Services until all past due Fees are paid. If the account remains unpaid after sixty (60) days, you will be in default and the account will be deemed seriously delinquent. Upon default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION ON ALL SERIOUSLY DELINQUENT ACCOUNTS.
- g) **Taxes. (Not applicable to tax-exempt Organizations).** We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes.
- h) We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to reimburse us for any such payments within 30 days from your receipt of a special tax-related invoice.

6) **MODIFICATIONS.**

- a) **Changing Services.** We reserve the right to change our fees and/or introduce new charges after the *initial or primary term*, with at least 30 days' prior notice to you, which notice may be provided by email. We will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 30 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Quote then in place (which will, in turn, update the Agreement automatically).
- b) **Other Changes to the Agreement.** Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.

7) **CUSTOMER DATA.**

- a) **Customer Data Generally.** You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

- 8) **COMMUNITY LANDING PAGE.** Except for the template we provide, we disclaim all liability with respect to the RecDesk COMMUNITY LANDING PAGE including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

- 9) **CUSTOMER SUPPORT.** RecDesk provides phone support from 8AM-8PM EST at 1-800-325-7391. This is included as part of this agreement and there is no additional cost. We also provide for email support at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately. Online Help and self-service documentation is available



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at <https://recdesk.zendesk.com/hc/en-us>

- 10) PAYMENT SERVICES.** For Customers including payment services, the Payment Onboarding documents will include: RecDesk Payments Agreement, Terms and Conditions, Schedule A, and the Sub-Merchant Application/Agreement (SMAA). These documents will be included and made part of this Agreement.
- 11) PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.
- 12) OWNERSHIP RIGHTS.**
- a) What Belongs to RECDESK.** We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you.
 - b) What Belongs to Customer.** With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non- payment of Fees
- 13) CONFIDENTIALITY.** **a)** A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required **(i)** in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or **(ii)** to establish a party's rights under this Agreement, including to make required court filings.
- b)** Each Party's obligations of nondisclosure with regard to Confidential Information are effective as of the Execution Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.
- 14) PROTECTION OF EDUCATIONAL INFORMATION.** We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.
- 15) CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of RecDesk's software and products.



16) WARRANTIES; DISCLAIMERS.

a) Limited Software Warranty. Provider warrants that, during the applicable Subscription Term, and when used by Customer in accordance with this Agreement and applicable Software documentation, the Software will materially conform to the descriptions provided by Provider. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days after Customer discovers the alleged nonconformity and must provide reasonable information and cooperation to permit Provider to evaluate and address the issue. Provider will have thirty (30) days from receipt of notice to correct or otherwise cure the nonconformity. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of this warranty is, at Provider's option, to: (a) use commercially reasonable efforts to correct the nonconformity; or; (b) if Provider determines that correction is not commercially reasonable, terminate the affected Subscription and refund any prepaid, unused Subscription Fees for the affected portion of the Software.

This warranty does not apply to nonconformities resulting from:

- (i) misuse, negligence, or unauthorized modification by Customer or its Authorized Users;
- (ii) use of the Software other than as expressly permitted under this Agreement;
- (iii) Customer's systems, networks, data, or third-party products or services not provided by Provider; or
- (iv) Provider's compliance with Customer-provided specifications, configurations, or instructions.

b) No Malicious Code Warranty. Provider warrants that it will use commercially reasonable efforts designed to ensure that the Software, when initially provided by Provider for use in the hosted service environment (or, if applicable, as delivered to Customer), does not contain any virus, worm, trojan horse, ransomware, or other malicious code intended to materially damage, disable, or disrupt Customer's systems or data. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days after Customer discovers the malicious code. Upon receipt of such notice, Provider will use commercially reasonable efforts to remediate the malicious code. If Provider is unable to remediate the malicious code within a reasonable period, Customer may terminate the affected Subscription and Provider will refund any prepaid, unused Subscription Fees for the affected portion of the Software. The remedies set forth in this Section are Customer's sole and exclusive remedies for breach of this warranty.

c) Professional Services Warranty. Provider warrants that any Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards, using personnel with appropriate skills and experience. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days following completion of the applicable Professional Services. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of this warranty is, at Provider's option, to re-perform the nonconforming Professional Services or, if re-performance is not commercially reasonable, refund the fees paid for the nonconforming portion of the Professional Services.

d) Exclusive Remedies; Relationship to Limitation of Liability. The warranties expressly stated in this Section are the only warranties provided by Provider under this Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies for breach of such warranties, subject to the Limitation of Liability section and applicable law.

e) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES, DOCUMENTATION, AND ALL RELATED DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF A SERVICE LEVEL AGREEMENT APPLIES, SERVICE CREDITS (IF ANY) ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE TO MEET THE APPLICABLE SERVICE LEVELS.

17) LIMITATIONS OF LIABILITY.

a) Exclusive Remedies; Order of Remedies. Except for claims expressly carved out in this Section and remedies expressly provided in this Agreement (including the warranty remedies set forth in the Warranties; Disclaimers section and any service credits provided under an applicable Service Level Agreement), Customer's sole and



exclusive remedies for any claim arising out of or relating to this Agreement are limited to those express remedies. The Parties agree that: (i) service credits (if any) are the exclusive remedy for failure to meet applicable service levels; and (ii) the warranty remedies are the exclusive remedies for breach of the express warranties, in each case subject to the carve-outs and limitations set forth in this Section and applicable law. For clarity, any carve-out in this Section affects only the applicability of the limitations or exclusions stated herein and does not create any additional remedies beyond those expressly set forth in this Agreement.

b) Excluded Damage. To the maximum extent permitted by applicable law, and except as expressly provided below, in no event shall Provider be liable for any indirect, incidental, consequential, special, or punitive damages, including lost revenue, lost profits, loss of use, interruption of operations, or costs of substitute products or services, regardless of the theory of liability and even if advised of the possibility of such damages. This exclusion does not apply to damages awarded in connection with: (i) Provider's breach of its confidentiality obligations; or (ii) Provider's breach of its data security or privacy obligations, in each case to the extent such obligations are expressly set forth in this Agreement.

c) Liability Cap. Except for claims that cannot be limited under applicable law, Provider's total cumulative liability arising out of or relating to this Agreement shall not exceed the total fees actually paid by Customer to Provider under the applicable Order or Subscription during the twelve (12) months immediately preceding the event giving rise to the claim. The foregoing cap will not apply to Provider's breach of confidentiality obligations or Provider's breach of data security or privacy obligations, in each case as expressly set forth in this Agreement. For all claims subject to this cap, the cap applies in the aggregate for all claims and causes of action of every kind.

d) Material Basis. The limitations set forth in this Section are a material basis of the Parties' agreement and reflect the allocation of risk agreed by the Parties. These limitations apply notwithstanding the failure of any exclusive remedy and regardless of the form of action. Multiple claims will not enlarge any limitation or cap.

e) Savings Clause. Nothing in this Agreement limits either Party's responsibility for its own gross negligence or willful misconduct to the extent prohibited by applicable law.

18) THIRD-PARTY CLAIMS; ALLOCATION OF RESPONSIBILITY This Section applies solely to third-party claims, demands, actions, or proceedings brought by a person or entity that is not a party to this Agreement ("Third-Party Claim").

a) Mutual Responsibility for Covered Third-Party Claims. Each Party ("Responsible Party") will be responsible for amounts awarded in a final, non-appealable judgment, or amounts agreed in a settlement approved in writing by the Responsible Party, to the extent a Third-Party Claim arises from: **(i)** the Responsible Party's breach of this Agreement; **(ii)** the Responsible Party's violation of applicable law; or **(iii)** the Responsible Party's gross negligence or willful misconduct.

b) Intellectual Property. For Third-Party Claims alleging infringement of U.S. patents, U.S. copyrights, or U.S. trademarks, Provider's responsibility under this Section applies only to claims alleging that the unmodified Software, as provided by Provider and used by Customer in accordance with this Agreement, infringes such rights. Responsibility under this Section is limited to the judgment or approved settlement amount and any court-awarded costs and attorneys' fees awarded against the non-Responsible Party in the applicable Third-Party Claim.

c) Exclusions. A Party will have no responsibility under this Section to the extent a Third-Party Claim arises from: **(i)** the other Party's misuse of the Software or use outside the scope of this Agreement; **(ii)** modifications not made by the Responsible Party; **(iii)** the combination of the Software with items not provided by Provider, if the claim would not have arisen but for such combination; **(iv)** Customer-provided specifications, configurations, materials, or data; or **(v)** actions or omissions of a third party outside the Responsible Party's reasonable control.

d) Notice; Cooperation; Control. The Party seeking protection under this Section must promptly notify the other Party in writing of the Third-Party Claim and provide reasonable cooperation and information. The Responsible Party will control the response and any settlement of the Third-Party Claim, provided that no settlement may: **(i)** admit fault on behalf of the non-Responsible Party; or **(ii)** impose any obligation on the non-Responsible Party, without the non-Responsible Party's prior written consent. The non-Responsible Party may participate in the Third-Party Claim at its own expense.

e) Mitigation (Software-Related Claims Only). If the Software becomes, or in Provider's reasonable opinion is likely to become, the subject of a Third-Party Claim described in this Section, Provider may, at its option: **(i)** obtain the right for Customer to continue using the Software; **(ii)** modify or replace the Software to make it non-



infringing while providing materially equivalent functionality; or (iii) terminate the affected Subscription and refund any prepaid, unused Subscription Fees for the affected portion.

f) Exclusive Remedy; Gross Negligence and Willful Misconduct; Limitation of Liability. This Section states each Party's sole and exclusive remedy for Third-Party Claims covered by this Section. Nothing in this Agreement limits either Party's responsibility for its own gross negligence or willful misconduct to the extent such limitation is prohibited by applicable law. This Section is subject to the Limitation of Liability section, to the maximum extent permitted by applicable law.

19) DISPUTE RESOLUTION. Many concerns can be resolved by calling us at **800-325-7391**. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

a) Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (i) initial claims, counterclaims, cross-claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (iii) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

b) Claim Notice. Before beginning a lawsuit, mediation, or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to **RecDesk, ATTN: Patrick Hayden 300 Plaza Middlesex Middletown, CT 06457**.

c) Mediation or Arbitration. Mediation or Arbitration saves disputing parties and organizations millions of dollars every year by reducing litigation and court costs. These methods of alternative dispute resolution can also save business relationships. The Party with the claim should first send a Claim Notice to the receiving party and allow at least 30 days to cure before initiating Mediation or Arbitration. The Mediation or Arbitration administrative details will be mutually agreed upon by both Parties. Each Party will be responsible for its own costs.

20) CONTACT/NOTICES/GOVERNING LAW.

a) Point of Contact. The RECDESK Point of Contact for general questions regarding software and services is the Customer Success Manager listed here:

RECDESK Customer Success Manager	Meghan Spaulding
Business Phone:	1-800-325-7391
Email:	Meghan.spaulding@recdesk.com

b) The Customer's primary Point of Contact is:

Customer's name and Title:	
Business Phone:	
Email:	

***IT IS THE CUSTOMER'S RESPONSIBILITY TO KEEP THEIR CONTACT INFORMATION UPDATED!**

c) Notices. Notices for RecDesk should be sent to:

RecDesk LLC Attn: Patrick Hayden 300 Plaza Middlesex Middletown, CT 06457 support@recdesk.com
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ALL LEGAL NOTICES, CLAIMS, or COURT DOCUMENTS should be sent via certified mail or delivered in person by a registered courier.



Notices to the Customer should be sent to:

Attn:	Address line 1:
	Address line 2:
Email:	Address line 3:

- d) **Choice of Law.** This Agreement will be governed by and construed in accordance with the local, municipal, provincial, state, and federal laws where the Customer is located, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This choice of jurisdiction does not prevent RecDesk from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

21) GENERAL PROVISIONS.

- a) **Privacy Rights.** You are required to comply with our [Privacy Statement](#), which may be revised from time to time, and which is expressly incorporated into the Agreement.
- b) **Minimum System Requirements / Interoperability.** It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third-party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.
- c) **Reference.** You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.
- d) **Independent Contractor Relationship.** Our legal relationship with you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.
- e) **Non-Discrimination Endorsement.** We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.
- f) **Export Controls.** The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States government's denied- party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States export law or regulation.
- g) **Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.
- h) **Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.
- i) **Waiver; Cumulative Remedies.** No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.
- j) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in whole or in part, to an affiliate or to a successor or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of our business or assets related to the Services, provided that (i) We remain responsible for performances of the Services and all obligations under this Agreement, and (ii) such assignment does not materially reduce



the level or quality of Services to the Customer. We will provide the Customer with written notice of any such assignment.

- k) **Force Majeure.** Neither Party shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance, or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure. The affected Party will provide the other Party with prompt written notice describing the Force Majeure event and its expected duration. This does not excuse any payment obligations due under this Agreement.
- l) **Survivability.** Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section (Confidentiality);(Protection of Educational Information); (Limited Warranties); (Limitations of Liabilities); (Client Responsibilities); (Dispute Resolution); (Notice; Governing Law; Jurisdiction); (Legal Advice);(Force Majeure); and (Entire Agreement; Priority of Documents).
- m) **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.
- n) **Headings.** The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.
- o) **Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.
- p) **Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.
- q) **Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.
- r) **Consent to Do Business Electronically.** By signing the Services Agreement, you consent to do business electronically, which means that you agree that all RECDESK agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with RECDESK may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.



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Services Provided/ Software Service Level Agreement

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is ID and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-8PM EST at 1-800-325-7391. This is included as part of this agreement and there is no additional cost. We also provide for email support at support@recdesk.com. The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <https://recdesk.zendesk.com/hc/en-us>

Credit Card Processing and Merchant Services – RecDesk Payments, our fully integrated in-house payments solution, is robust and features rich options for Credit Card and ACH payment processing in RecDesk. If Customer chooses to use an alternate merchant account provider, they may do so by utilizing an existing RecDesk payment gateway integration if the existing integration supports the use of their preferred merchant account provider.

Data Backups – RecDesk performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day.

Exporting of Data – If the Customer elects to discontinue use of the RecDesk services, the Customer may export its data in CSV format at any time using the self-service export functionality available within the platform. Should the Customer request that RecDesk perform the data export on the Customer’s behalf, RecDesk will provide a quote in the amount of \$1,750 USD. The quoted fee must be approved and signed by the Customer prior to RecDesk initiating or delivering the data extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the “Services”) and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO READ THE PRIVACY POLICY WHICH CAN BE FOUND HERE <https://recdesk.com/privacy/> or a copy can be provided upon request.



M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
October 5, 2026**

- Lori will be attending her first in-person IGHCP Board meeting (health insurance) on Thursday, October 8, 2026.
- I will be attending the virtual IaCMA Board meeting on Friday, October 9, 2026 at 10 a.m.
- The next meeting of representatives from Cornell, MVCSD, and City will be held on Monday, October 12, 2026.
- Lori and I will be attending the ICMA Annual Conference in Long Beach from, October 16, 2026, through October 21, 2026.
- The ribbon cutting for Kwik Star will take place between 9:30 a.m. and 10 a.m. on Thursday, October 22, 2026. There will be an open house at the facility from 9 a.m. to 11 a.m.