

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time:	April 18, 2016 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	April 15, 2016

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

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled
2. Police Department Recognitions

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

D. Consent Agenda

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

1. Approval of City Council Minutes – April 4, 2016 Regular Council Meeting
2. Approval of Tobacco License – Guppy's on the Go
3. Approval of Tobacco License – C&D Lounge
4. Approval of Tobacco License – Chameleons Pub and Grill
5. Approval of Tobacco License – Gary's Foods

E. Public Hearing

1. Public Hearing for the Adoption of the 2016 City of Mt. Vernon Comprehensive Plan
 - i. Close Public Hearing – Proceed to G-1

F. Ordinance Approval/Amendment

1. An Ordinance Adopting Chapter 47.09, Smoking and the Use of Tobacco, Nicotine Products, and Vaporizers Prohibited of the City of Mt. Vernon, Iowa
 - i. Approve second reading or waive readings and proceed to final approval

G. Resolutions for Approval

1. Resolution Adopting the 2016 Mt. Vernon Comprehensive Plan
2. Resolution of Support and Financial Commitment for the Main Street Program in Mt. Vernon, Iowa

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Samsung Galaxy Tablet Purchase – Council Action as Needed
3. Discussion and Consideration of Setting a Public Hearing Date for Vacating and Selling a Sixteen Foot Alley Right of Way Located Between 716 8th St NW and 721 and 725 7th Ave NW – Council Action as Needed
4. Discussion and Consideration of a Water Tower Lease Agreement – Verizon Wireless – Council Action as Needed
5. Discussion and Consideration Maintenance Agreement with the Iowa Department of Transportation – Council Action as Needed
6. Discussion and Consideration for Removal and Land Application of Sludge – Midwest Injection – Council Action as Needed

K. Reports to be Received/Filed

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

L. Discussion Items (No Action)

1. LOST III Funding

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.

C. Communications

Chris Nosbisch

From: Doug Shannon
Sent: Thursday, April 07, 2016 1:44 PM
To: Jamie Hampton; Chris Nosbisch
Cc: Eric Roudabush; Marty Christensen; Paul Tuerler; Scott Rose; Tom Wieseler
Subject: Lifesaving Awards

Jamie,

It is with great excitement that I get to ask you again to recognize a couple officers for their Lifesaving Efforts. Additionally I am submitting application to the Governor's Office for Lifesaving Awards for two community members, Steve Neal & Craig Smith.

On 3/24/2016 Ade Ringold had been at Coffee Club in the basement of Bauman's and experienced a sudden Cardiac Arrest. Craig Smith & Steve Neal immediately began CPR while others called 911 and Justin Dix ran to the PD to summon officers. Officer Mehlert, Officer Moel (who was off duty but in the office) and I responded. We found Craig & Steve performing CPR, and took over for them. I retrieved an AED and placed it onto Ade. The AED provided a shock, and was successful in re-establishing a rhythm. Ade was regaining consciousness as Fire & Ambulance were arriving. Ade was taken to the hospital and a pace maker was installed. Ade was at Coffee club today, when I stopped over.

I would like to present Life Saving Awards for Officer Mehlert an Officer Moel at the council meeting on 4/18. I believe Ade will also be present. I would also recommend the City present something to Craig & Steve Neal for their efforts. Without the immediate CPR performed by Steve & Craig, Ade may not have lived long enough for the AED to be applied.

This case is a true example of the importance of everyone being trained in CPR, and early application of AED's.

Doug Shannon #868

Chief of Police

Mount Vernon Police Department
213 First Street West
Mount Vernon, Iowa 52314
319-895-6141

D. Consent Agenda

April 4, 2016
City Council Minutes
Mount Vernon City Hall
213 1st Street NW
Mount Vernon, Iowa

The Mount Vernon City Council met April 4, 2016 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Wieseler, Christensen and Rose.
Absent: Tuerler.

Call to Order At 6:32 p.m. Mayor Jamie A. Hampton called the meeting to order.

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

Consent Agenda Approval of City Council Minutes – March 21, 2016 Regular Council Meeting. Motion to approve the agenda made by Wieseler, seconded by Rose. Carried all.
Absent: Tuerler.

Public Hearing Public Hearing for the Adoption of an Ordinance Prohibiting the Use of Tobacco, Nicotine Products, and Vaporizers. Mayor Hampton declared the Public Hearing open. John Bardsley, representing RC Rail, explained why vaporizers were included in the ordinance saying that kids copy adults. Most kids start smoking when they are teenagers. Close Public Hearing: Mayor Hampton declared the Public Hearing closed.

Ordinance Approval/Amendment An Ordinance Adopting Chapter 47.09, Smoking and the Use of Tobacco, Nicotine Products, and Vaporizers Prohibited of the City of Mt. Vernon, Iowa. Approve first reading or waive readings and proceed to final approval. Rose noted that Section 1-1 in the ordinance lists several places that smoking and nicotine products would be prohibited but doesn't seem to cover trails. He said he is specifically wondering about the trail from Elliott's all the way to Nature Park. Nobsch stated that if Council wants trails included they can be identified in the definition. Rose said that they have talked about sidewalks being a part of the trail system but didn't necessarily think that smoking should be outlawed to anyone walking on a sidewalk. Christensen suggested approving the 1st reading as is but then have more conversation; broader examination of trails and the trail system that allows public input. Nobsch agreed with Christensen adding that even though the actual public hearing has been closed Council can still hear public opinion at the second and third readings. The City of Marion had considerable discussions over this also and it was suggested they look at their ordinance. Motion to approve the first reading of an Ordinance Adopting Chapter 47.09 made by Rose, seconded by Wieseler. 4-0 Roll call vote. First reading passes. Absent: Tuerler.

Resolutions for Approval Resolution Approving Membership to the Eastern Iowa Area Safety & Support Organization (E.I.A.S.S.O.) Nobsch explained that Council has already approved this but when the City tried to join the organization they asked for a resolution versus just an actual motion and minutes. Motion to approve Resolution approving membership to E.I.A.S.S.O. made by Wieseler, seconded by Rose. Carried all. Absent: Tuerler.

Motions for Approval

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

A-1 RENTAL	DAMAGE WAIVER	8.40
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	31.31
ANDREWS, CHRISTIAN	UNIFORMS-PW	144.50
BALICEK, RITA	CLEANING SERVICE-P&A,PD	85.00
BALICHEK, RITA	CLEANING SERVICE-P&A	40.00
BAUER BUILT TIRE	TIRES-PW	1,245.46
BENHART, SHERRIE	CLEANING SERVICE-PD,P&A	85.00
BENHART, SHERRIE	CLEANING SERVICE-P&A	40.00
BROWNELLS INC	RIFLE OPTIC-PD	432.00
BROWNELLS INC	EQUIP-PD	57.28
BSN SPORTS COLLEGIATE PACIFIC	STRIPING PAINT-P&REC	149.75
BUSER, MIKE	IEMSA MEMBERSHIP-EMA	30.00
CARGILL	SNOW SUPPLIES-RUT	5,119.92
CARTRIDGES & MORE	INK-P&REC	84.50
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	140.00
CUSTOM HOSE & SUPPLIES INC	SUPPLIES-RUT	104.42
D & D BODY SHOP	VEHICLE MAINT-PD	65.00
DIESEL TURBO SERVICES INC	FILTER-RUT	73.68
DIESEL TURBO SERVICES INC	AIR HOSE REELS-RUT	47.32
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
ELECTRONIC ENGINEERING CORP	PAGER SERVICE-EMA	11.95
ELLIOTT'S UPTOWN FITNESS CENTER	RENT-P&REC	560.00
ENVIRONMENTAL RESOURCE ASSOC	LABS-WAT	198.52
GARYS	SUPPLIES-WAT	8.00
GORDON LUMBER COMPANY	BLDG SUPPLIES-P&REC,RUT	118.20
HARBOR FREIGHT TOOLS	TOOLS-WAT	118.71
HAUGE CPA, BRADLEY	PROFESSIONAL SERVICES-P&A	2,240.00
INTERNATIONAL ASSOC OF FIRE CHIEFS	MEMBERSHIP-EMA	125.00
IOWA PRISON INDUSTRIES	SIGNS-RUT	27.01
IOWA SOLUTIONS.COM	DBR BACKUP-ALL DEPTS	330.00
IOWA SOLUTIONS.COM	QRTLTY MAINT-ALL DEPTS	150.00
IOWA STATE UNIVERSITY	TRAINING-FD	162.50
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	25.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	17.50
KIECKS	UNIFORMS-FD	29.95
L.L. PELLING CO INC	PREMIX-RUT	885.60
LINN CO-OP OIL CO	FUEL-PW	751.95
MARTIN EQUIPMENT	REAR WINDOW-PW	215.28
MENARDS	SUPPLIES-P&REC	23.28
MIDWEST DUCK BLINDS LLC	WALL HANGERS-FD	39.00
MOEL, STEVE	FUEL-PD	35.48
MOUNT VERNON ACE HARDWARE	BLDG MAINT-FD	253.47
MOUNT VERNON, CITY OF	START UP CASH-POOL	100.00
NEAL'S WATER CONDITIONING	WATER/SALT-RUT,P&A	139.76
NOSBISCH, CHRIS	MILEAGE-P&A	112.93
OFFICE EXPRESS	SUPPLIES-ALL DEPTS	191.82
OFFICE OF VEHICLE SERVICES	VEHICLE INSPECTIONS-PD	40.00
P&K MIDWEST INC	WATER PUMP GASKET-WAT	8.68
PAYROLL	CLAIMS	50,870.76
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	381.23
QCA WATER TREATMENT SERVICES	POLYMER-WAT	941.45
SCHIMBERG COMPANY	FILTER TANK VALVES-WAT	253.14
SELECT SERVICE	PORTABLE RR RENTALS-P&REC	325.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,530.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	270.00

SPEER FINANCIAL INC	FY15 MSRB FILING FEE	360.00
STETSON BUILDING PRODUCTS INC	CAULK GUN-POOL	91.68
TASC	ADMIN FEE-P&A	29.16
TEX SHOEMAKER & SONS	UNIFORMS-PD	129.26
THURN, CHAD	SOCCER REFUND-P&REC	15.00
TREASURER STATE OF IOWA	SALE TAX	3,958.00
US CELLULAR	CELL PHONE-ALL DEPTS	500.54
USA BLUE BOOK	EYEWASH SINK ATTACHMENT-PW	330.32
UTILITY SERVICE INC	WATERTOWER MAINT-WAT	12,449.08
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	2,236.45
VEENSTRA & KIMM INC	2015 STR IMPROVEMENTS GENERAL	1,868.68
VEENSTRA & KIMM INC	MUNICIPAL POOL IMPROVEMENTS	1,827.60
VEENSTRA & KIMM INC	PRAIRIE PARK WTP FILTER REPLACEMENT	1,462.20
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	784.00
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	700.00
VEENSTRA & KIMM INC	SANITARY SEWER SYSTEM EVAL/PRELIM	200.00
WALKER AG EQUIPMENT	REAR RIM-PW	104.46
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	22,353.35
	TOTAL	119,194.09

Discussion and Consideration of Pay Application #1 – Portzen Construction, Inc. – Council Action as Needed. Nobsisch stated the pay estimate is for \$353,669.67 plus retainage, leaving \$120,830.33 left on the contract. The basin of the tank that is inside the West WTP building was almost rusted away. The tank had to be lifted out through the roof. This plant treats the Bryant Park well water. Motion to approve Pay Application #1 made by Christensen, seconded by Rose. Carried all. Absent: Tuerler.

Discussion and Consideration of Seeding Material Purchase – 5th Avenue Project – Council Action as Needed. Nobsisch said that this is not part of the contract and staff is capable of doing the seeding. Public Works Director Nick Nissen listed the supplies needed with an estimated cost of \$5,792.20. Rose motioned to approve \$5,792.20 for the cost of seeding 5th Avenue, seconded by Christensen. Carried all. Absent: Tuerler.

Discussion and Consideration of Reaffirmation of Professional Services Agreement – Sauter Baty Associates, Inc. – Council Action as Needed. Nobsisch explained that this doesn't need to be voted on because it is an on-going contract but because the last invoice submitted was in 2013 he didn't want Sauter Baty to just start working on this project again and submitting invoices without Council being aware. The contract was for \$58,500.00, of which \$21,300.68 has been paid. In the contract there is a base fee of \$6.3 million to build a community center. After meeting with some of the committee members the perimeters were reduced to a version that the City can afford. Nobsisch said that before he authorizes Ed (Sauter) to continue to work on this concept he wanted to make sure Council was still okay with the contract continuing. Roudabush said that he had a problem being charged \$165.00 per hour for conceptual drawings. They don't have anything to do with making architectural drawings or need to be approved by the county; this is something an intern could do. Nobsisch explained the perimeters saying the design of the facility will be based on what the City will receive from LOST monies. Christensen asked what the deliverables have been received so far and will there be an updated time schedule. Nobsisch replied that he has seen a sight plan and preliminary building plans. As for the time schedule Nobsisch said from his prospective it would be four months or less. Mayor Hampton asked for a re-affirmation of the contract. Roudabush asked if this project was bid out to which Mayor Hampton said he did not think it went out for bids. Nobsisch said that design services do not

need to be bid out. Christensen asked if this contract was still valid. Nosbisch said that there hasn't been any physical vote to end the contract although no invoices have been submitted for about two years. When asked for his recommendation Nosbisch said that because of the amount of work that has already been done and the amount of information they have gathered they should proceed. Wieseler said that they owe it to the spirit of the group to get it active again and keep the process moving.

Reports of Mayor/Council/Administrator

Council Reports: Rose attended the Municipal Leaders Academy, Part 3 and will submit a report to Council at a later date.

City Administrator's Report: Nosbisch said that he is in the process of paring down the goals and objectives identified by Council and staff. Each one of the goals will have a set list of items staff feels is the way to reach those goals. This will be presented for discussion in May. Work continues re-vamping the CIP. Chief Shannon and Nosbisch attended the Linn County Board of Supervisors meeting. They did not take any action on the dispatch fee increase.

Adjournment As there was no further business to attend to the meeting adjourned the time being 7:24 p.m., April 4, 2016.

Respectfully submitted,
Sue Ripke
City Clerk

E. Public Hearing

AGENDA ITEM # E – 1 & G - 1

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

DATE:	April 18, 2016
AGENDA ITEM:	Public Hearing – Comp Plan
ACTION:	None

SYNOPSIS: Chad Sands from East Central Iowa Council of Governments will be present to review the proposed 2016 Mt. Vernon Comprehensive Plan. The Planning and Zoning Commission has reviewed the plan and has recommended approval. Chad will be discussing at least one specific area of the future land use map along Hwy. 30 that residents within the extra territorial district would like identified differently. There have been no other changes from the version given to the City Council in February.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Close Public Hearing – Proceed to G-1

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

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

DATE:	April 18, 2016
AGENDA ITEM:	Ordinance for Nicotine Free
ACTION:	None

SYNOPSIS: At the last Council meeting, there was some discussion regarding the inclusion of trails within the definition of publicly owned outdoor park or outdoor recreation facility. I have included Marion's language as they do include trails and an email from Curt Wheeler stating that he has discussed the ordinance with Marion and they are currently having no problems. Staff has not received any additional correspondence either in favor or against the ordinance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Parks and Recreation

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Marion's Ordinance and Email

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CHAPTER 47.09, SMOKING AND THE USE OF TOBACCO, NICOTINE PRODUCTS, AND VAPORIZERS PROHIBITED OF THE CITY OF MT. VERNON MUNICIPAL CODE

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

SECTION 1. AMENDMENT. By adding Chapter 47.09 SMOKING AND THE USE OF TOBACCO, NICOTINE PRODUCTS, AND VAPORIZORS PROHIBITED. Smoking and the use of any tobacco product, or electronic smoking device, by any person, in any publicly owned outdoor park or outdoor recreational facility is prohibited at all times. For use in this Section, the following terms are defined:

1. Publicly owned outdoor park or outdoor recreation facility – means any publicly owned outdoor park or facility including any park, playground, athletic field or complex, skate park, aquatic area, shelter and any restroom or parking areas associated with these items.
2. Tobacco product – means any cigarette or tobacco product as defined in Chapter 453 of the Iowa Code.
3. Nicotine product – means any product containing nicotine including look alike products where the original would include tobacco or nicotine, including products that are dissolvable, spit less, snus, or for chewing.
4. Smoking – means inhaling or exhaling from any lighted or heated pipe cigar, cigarette, or any other lighted or heated tobacco, plant material, liquid, oils, nicotine, or other chemicals that may be inhaled or exhaled by the user.
5. Electronic smoking device – means any device, including but not limited to, e-cigarettes, e-pens, e-hookah, e-cigars, and vape pens used to vaporize plant material, liquids, oils, nicotine, or other chemicals, that may be inhaled by users.

This section does not apply to the use of FDA approved products for the purpose of tobacco cessation. Any violation of this provision, section or paragraph of this ordinance shall be subject to a civil citation as defined in Chapter 4.04 of this Code of Ordinances, and be scheduled a \$50 fine. Each occurrence shall constitute a separate offense.

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 2016.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance No. ____ on the ____ day of _____, 2016.

Sue Ripke, City Clerk

ORDINANCE _____

AN ORDINANCE RELATING TO PROHIBITING SMOKING AND THE USE OF TOBACCO AND NICOTINE IN A PUBLIC PARK AND PROVIDING PENALTIES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARION, IOWA:

Section 1. Chapter 47 of the Code of Ordinances is amended by adding the following new section:

47.16 SMOKING AND THE USE OF TOBACCO, NICOTINE PRODUCTS, AND VAPORIZERS PROHIBITED. Smoking and the use of any tobacco product, nicotine product, or electronic vaporizer, by any person, in any publicly owned outdoor park or outdoor recreational facility is prohibited at all times. The term “publicly owned outdoor park or outdoor recreational facility” means any publicly owned outdoor park or facility including any park, playground, athletic field or complex, skate park, aquatic area, shelter, trail and includes any associated restroom or parking lot. The term “tobacco product” as used in this section means any cigarette or tobacco product as defined in Chapter 453 of the Iowa Code. The term “nicotine product” as used in this section means any product containing nicotine including look-a-like products where the original would include tobacco or nicotine including products that are dissolvable, spit less, snus, or for chewing. The term “smoking” as used in this section means inhaling or exhaling from any lighted or heated pipe, cigar, cigarette, or any other lighted or heated tobacco, plant material, liquid, oils, nicotine or other chemicals that may be inhaled or exhaled by the user. The term “electronic vaporizer” as used in this section means any device, including, but not limited to e-cigarettes, e-pens, e-hookah, e-cigars, and vape pens used to vaporize plant material, liquids, oils, nicotine or other chemicals that may be inhaled by users. This section does not apply to the use of prescription medications by the person to whom the prescription was issued nor to the use of gum or patches designed as and marketed for smoking cessation.

Section 2. Section 82.02 of the Code of Ordinances is amended by adding the following new subsection:

12. 82.02 - **Smoking and the use of Tobacco, Nicotine, or Vaporizers**
in a park.

Section 3. This Ordinance shall be in effect August 1, 2015 from and after its passage and publication as provided by law.

Passed and approved this ___ day of _____, 2015.

Snooks Bouska, Mayor

ATTEST:

Wesley A. Nelson, City Clerk

Chris Nosbisch

From: Matt Siders
Sent: Wednesday, April 06, 2016 1:10 PM
To: Chris Nosbisch
Subject: Fwd: Meeting tonight
Attachments: image001.jpg; ATT00001.htm; image002.jpg; ATT00002.htm; image003.jpg; ATT00003.htm; image004.jpg; ATT00004.htm; image005.jpg; ATT00005.htm; image006.jpg; ATT00006.htm; image007.jpg; ATT00007.htm; image008.jpg; ATT00008.htm; image009.jpg; ATT00009.htm; image010.jpg; ATT00010.htm; Marion Nicotine Free Parks-revised.rtf; ATT00011.htm

FYI

Sent from my iPhone

Begin forwarded message:

From: Curt Wheeler <cwheeler@asac.us>
Date: April 6, 2016 at 12:48:19 PM CDT
To: Matt Siders <msiders@cityofmtvernon-ia.gov>
Subject: RE: Meeting tonight

I checked with Marion Parks, Marion PD and some active residents in Marion, they all said that there have been no problems with the ordinance so far.

That being said, change starts with a step, but will likely take time.

I have attached the Marion ordinance.

Curt Wheeler, BA, CPS
Certified Prevention Specialist

G. Resolutions for Approval

RESOLUTION #4-18-2016A

RESOLUTION ADOPTING THE 2016 MT. VERNON COMPREHENSIVE PLAN

WHEREAS, the Planning and Zoning Commission of the City of Mt. Vernon, Iowa, held a public hearing on January 13, 2016 and made a recommendation to the City Council in favor of adopting the proposed 2016 Mt. Vernon Comprehensive Plan, and

WHEREAS, on the 18th day of April, 2016, pursuant to a published notice, the City Council of the City of Mt. Vernon, Iowa held a public hearing on said 2016 Mt. Vernon Comprehensive Plan, and

WHEREAS, the City Council determines, having heard and considered all comments for and against said Comprehensive Plan, that the same should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the 2016 Mt. Vernon Comprehensive Plan, attached hereto and made a part thereof, is hereby approved.

APPROVED this 18th day of April, 2016.

Mayor

ATTEST: _____
City Clerk

AGENDA ITEM # G - 2

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

DATE:	April 18, 2016
AGENDA ITEM:	Resolution for Main Street
ACTION:	None

SYNOPSIS: Every two years, the City has to reaffirm its commitment to the Main Street Program. Attached is the resolution and agreement that will need to be approved by the City Council.

BUDGET ITEM: None

RESPONSIBLE DEPARTMENT: CDG

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16

RESOLUTION #4-18-2016B

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, meeting in regular session on April 18, 2016 that the City of Mt. Vernon hereby agrees to support both financially and philosophically the work of Community Development Group and designates the Main Street Board to supervise the Executive Director. The source of funds to support Community Development Group will be Hotel/Motel tax.

APPROVED this 18th day of April, 2016.

Mayor

ATTEST: _____
City Clerk

Main Street Iowa Program Agreement
Agreement # PS2016 -G300-38

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

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

WHEREAS, Mount Vernon-Lisbon Community Development Group Inc. established a partnership with the Iowa Economic Development Authority in 2008 and desires that the program continue; and

WHEREAS, the Iowa Economic Development Authority desires to continue the relationship which has been established with Mount Vernon-Lisbon Community Development Group Inc.;

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

SECTION I. The Local Main Street Program agrees to:

1. Maintain the local program's focus on the revitalization of the historic commercial district utilizing the Main Street Approach®. This should be reflected in the programs annual action plans, goals and objectives, vision, and mission statement.
2. Employ a paid part-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Main Street program in the Community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description, which includes the rate of compensation, describing the administrative activities for which the program director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve National Main Street Center accreditation at a minimum once every three years. Not achieving National Main Street Center accreditation at a minimum once every three years will result in termination of this agreement and loss of recognition as a Main Street Program Community.
9. Participate, as required by the State Main Street Coordinator, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for National Main Street accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the three (3) training sessions held annually, indicated as mandatory on the program calendar. In addition, any newly hired program director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Community.
10. Have a Resolution of Support passed by the City Council. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing

board of directors, and that the Local Main Street Program will continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc. and espoused by Main Street Iowa.

11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue to follow the Main Street Approach® as developed by the National Main Street Center, Inc.
12. Maintain a "Designated Main Street Network" membership with the National Main Street Center.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the National Main Street Center/Main Street America and the Main Street Iowa logos on local program websites.
14. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
15. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the Local Main Street Program will be notified of non-compliance and given a 90-day probationary period in which to return to compliance. Continued non-compliance will result in termination of this agreement and loss of recognition as a Main Street Program Community.
16. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, and one (1) completed W-9 of the Local Main Street Program.

SECTION II. The IEDA agrees to:

1. Designate a Main Street State Coordinator to handle communication between the Community, the Main Street Iowa Program, and state government agencies.
2. Coordinate up to three (3) statewide training sessions annually for program directors and local Main Street volunteers based on the combined needs of all Iowa Main Street Communities.
3. Conduct three one-day (1) Main Street orientations for all new program directors, board members and volunteers. The Orientation will introduce the Executive Director to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
4. Conduct an on-site program visit annually.
5. Provide continuing advice and information to the Local Main Street Program.
6. Include the Community in the Main Street Iowa network.
7. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, action planning.
8. Offer additional optional, regionally hosted trainings throughout the year.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of two years, beginning July 1, 2016, and ending June 30, 2018. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Community and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____ (Date)
(Mayor Signature)

(Mayor Printed Name) Mount Vernon, Iowa
(City)

BY: _____ (Date)
(Board President Signature)

(Board President Printed Name) Mount Vernon-Lisbon Community
Development Group Inc.
(Local Main Street Program)

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

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, APRIL 18, 2016

PORTZEN CONSTRUCTION	WTP PROJECT	335,986.19
PAYROLL	CLAIMS	52,813.49
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT-ECON DEV	15,143.71
SLEUTH SYSTEMS	SOFTWARE SUPPORT-PD	2,877.00
KOSS INTERNATINAL CORP	CTW CHALK-P&REC	2,732.85
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,110.96
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,537.29
IOWA PRISON INDUSTRIES	SIGNS-RUT	1,454.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	1,162.00
BAUER BUILT TIRE	EQUIPMENT MAINT-PW	1,139.92
WEX BANK	FUEL-PD,PW	906.23
PAYROLL	CLAIMS	720.85
MIDWEST SAFETY COUNSELOR	GAS MONITOR-PW	711.25
ENGLEBRECHT, JIM	INSTALL MURAL-MVHPC	595.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	582.63
CARQUEST OF LISBON	VEHICLE MAINT-PW	471.98
GOODLOVE, NATHAN	FIRE CHIEF PAY-FD	416.67
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
MIDWEST SAFETY COUNSELOR	INSTRUMENT CLABRATION-PW	292.00
LYNCH FORD	SENSOR ASY/2014 EXP-PD	287.26
DARRAH'S INC	TOWING-FD	275.00
CAMPBELL SUPPLY	SAFETY EQUIP-PW	259.63
WEX BANK	FUEL-PW	243.05
INTERNATIONAL ASSOC OF FIRE CHIEF	MEMBERSHIP-EMA	234.00
CREATIVE PRODUCT SOURCING INC	DARE-PD	223.72
CAMPBELL SUPPLY CEDAR RAPIDS	SAFETY EQUIP-PW	171.18
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-PW	154.95
JOE'S QUALITY WINDOW CLEANING	WINDOW CLEANING-P&A	150.00
OFFICE EXPRESS	BUS CARDS,STORAGE BOXES	136.92
UNITED SYSTEMS TECHNOLOGY INC	SUPPLIES-P&A	123.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-&REC,POOL	120.00
US CELLULAR	CELL PHONE-PD	116.92
SIDERS, MATT	MILEAGE-P&REC	89.64
CR/LC SOLID WASTE AGENCY	LEAVES-SW	89.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	79.36
PLUMB SUPPLY CO	TUBE CUTTER-RUT	76.34
BALICEK, RITA	CLEANING SERVICE-P&A,PD	75.00
BENHART, SHERRIE	CLEANING SERVICE-P&A,PD	75.00
RIPKE, SUE	UNIFORMS-ALL DEPTS	61.68
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	60.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	26.40
AIRGAS INC	CYLINDER RENTAL FEE-PW	26.40
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	24.21
P&K MIDWEST INC	EQUIPMENT MAINT-RUT	21.50
LANGES SINCLAIR SERVICE	FUEL-FD	18.82
PERSONAL TOUCH EMBROIDERY	UNIFORMS-PD	13.00
CAREPRO PHARMACY	SUPPLIES-P&A	4.59
	TOTAL	425,190.59

AGENDA ITEM # J – 2

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

DATE: April 18, 2016

AGENDA ITEM: Tablet Purchase

ACTION: None

SYNOPSIS: Enclosed is a quote from Iowa Solutions for a Samsung Galaxy Tab and the Apple iPad. Both units will accomplish the review of packets and email and therefore staff is recommending the Samsung model. If money is available in this fiscal year, staff will pursue the purchase, otherwise we will have to wait until July 1 to receive the budgeted funds.

BUDGET ITEM: Budgeted Project FY 16-17

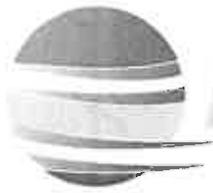
RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quote

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16



IOWA SOLUTIONS

Professional Technology Support Services

Proposal For:

Sue Ripke
City of Mt Vernon
213 First St West
Mount Vernon IA 52314

Prepared By:

Nate Baker
Iowa Solutions, Inc.
1045 Sherman Rd
Hiawatha, IA 52233

New Tablets

Prepared Monday, April 4, 2016

One Time Items

		Price	Qty	Extended
1	Samsung Galaxy Tab A <i>Android 5</i> <i>9.7" in display</i> <i>16 GB Storage</i> <i>quad core</i> <i>2 yr accidental dmg warranty</i>	\$485.00	1	\$485.00
2	Apple Ipad Air 2 <i>iOS 9</i> <i>9.7 In display</i> <i>16 GB</i> <i>2 yr warranty</i>	\$600.00	1	\$600.00

One Time Items: \$1,085.00

Sales Tax: \$0.00

Total: \$1,085.00

Acceptance: Proposal valid for 30 days. To proceed, please call Nate at 319-378-3778 Ext. 116 or email Nate@IowaSolutions.com. After Wednesday, May 4, 2016, please contact us for new pricing.

AGENDA ITEM # J – 3

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

DATE:	April 18, 2016
AGENDA ITEM:	Setting Public Hearing Date
ACTION:	None

SYNOPSIS: Staff has received a request for an alley vacation from Denise and Warren Havill. A map showing the location of the alley is enclosed with their letter.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Letter and Map

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16

Mt. Vernon City Hall
213 First St. W
Mt. Vernon, Iowa 52314

March 22, 2016

To Whom It May Concern,

This is a formal request to the city of Mt. Vernon in regards to the purchase of a city alley. We are in the process of purchasing the property located at 716 8th Street N.W., Mt. Vernon. The alley to the east of this property has full grown trees and is not currently used by vehicles. After the purchase of the house and lot is final we may want to proceed with the construction of a second garage bay; attaching it to the house. This inquiry is to gather an understanding of what would necessitate the purchase of an alley and an understanding of the building permits and restrictions to proceed with the garage attachment. What easement is necessary to build and meet city codes?

Please respond in writing to Warren and Denise Havill 402 3rd Street N.W., Mt. Vernon, Iowa 52314 or by a phone call to 319-895-8243.

We will be in contact.
Thank you,

Denise and Warren Havill
402 3rd Street N.W.
Mount Vernon, IA 52314



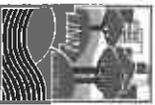
Linn County, Iowa

Date Printed: 4/4/2016 11:46:19 AM



UNIVERSITY TRAIL INN DEVELOPMENT DISTRICT

Linn County has no warranty, expressed or implied, including merchantability or fitness for a particular purpose. It is recommended that you consult with your attorney for any consequences that may result from the use of this map. Linn County Auditor's Department
 615 2nd St SW
 52241
 515-281-5200



AGENDA ITEM # J – 4

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

DATE:	April 18, 2016
AGENDA ITEM:	Water Tower Lease - Verizon
ACTION:	None

SYNOPSIS: Attorneys for both entities have reviewed and made changes to the lease. At this time, staff is recommending that we proceed with the lease between the City as Verizon as presented.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Lease Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16

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SITE NAME: CED DT Mount Vernon
SITE NUMBER: 389696
ATTY/DATE: GJ/LO 4/13/16

WATER TOWER LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the Town of Mount Vernon, with its principal offices at 213 First Street Northwest, Mount Vernon, Linn County, Iowa 52314 hereinafter designated LESSOR and Southwestco Wireless, L.P. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space (“the Tower Space”) on the LESSOR's water tower, hereinafter referred to as the “Tower”, located at 421 First Street Northwest, Mount Vernon, Iowa 52314, as being further described in Exhibit “A” attached hereto and made a part hereof (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), together with floor space inside the water tower (the “Floor Space”) sufficient for the installation of LESSEE's equipment, and a parcel of land outside the water tower to accommodate a portable emergency generator (the “Generator Staging Area”); together with the non-exclusive right (“the Right of Way”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, First Street Northwest, to the Water Tower; and together with any further rights of way (the “Further Rights of Way”) over and through the Property between the Floor Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The LESSEE’s use of its rights-of-way shall not unreasonably obstruct the ability of the LESSOR or other lessees with an interest in the Property to conduct their business on the Property. The Tower Space, Floor Space, Generator Staging Area, Right of Way and Further Rights of Way, if any, are collectively referred to hereinafter as the “Premises”, are substantially described in Exhibit "A", attached hereto and made a part hereof.

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE. LESSOR has no obligation to obtain a right-of-way for the LESSEE outside of the Property.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

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LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and No/100 Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

The annual rental shall be increased by two percent (2%) each year on the anniversary of the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to

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time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service access and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at "Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375". LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other

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written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental during each such additional five (5) year term, if any, shall continue to increase by two percent (2%) on each anniversary of the Commencement Date, as set forth in Paragraph 3 above. The initial term and all extensions shall be collectively referred to herein as the “Term”.

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE’s use of the Premises and/or the installation, maintenance, and operation of the LESSEE’s improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE’s improvements and/or LESSEE’s use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR’s income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE’s expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE’s sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE’s expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether

the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. In the event LESSOR's Tower, landscaping, lawns, trees, or sidewalks are damaged as a direct result of LESSEE's activities, LESSEE shall timely repair any such damage caused by LESSEE upon receipt of written notice from LESSOR. LESSEE shall bear the cost and expense of said repairs to the extent the damage was caused by LESSEE. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 8, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

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- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

LESSOR shall have the right to terminate this Agreement after the expiration of the fifteenth (15th) lease year for a public purpose in accordance with State of Iowa General Assembly House File 655.

12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

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13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 34 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

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14. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

17. **RIGHT OF FIRST REFUSAL.** Intentionally omitted.

18. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the

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purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of

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stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

24. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Mount Vernon
213 First Street NW
Mount Vernon, Iowa 52314
Attention: City Administrator

LESSEE: Southwestco Wireless, L.P.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. **SUBORDINATION AND NON-DISTURBANCE.** LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be

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binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's

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obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

29. **REMEDIES.** Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. Damages are subject to the limitation of liability set out in Paragraph 10. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

30. **ENVIRONMENTAL.**

a. LESSOR shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LESSEE. LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of soils excavated at the Property during construction of LESSEE's facility.

b. LESSOR shall hold LESSEE harmless, defend and indemnify LESSEE from and assume all duties, responsibility and liability, at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from any (i) failure to comply with any legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by LESSEE; and (ii) environmental or industrial hygiene conditions arising out of or in any way related to the condition

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of the Premises or activities conducted thereon, except to the extent that such environmental conditions are caused by LESSEE.

31. **CASUALTY**. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

32. **CONDEMNATION**. In the event of any condemnation of the Property, Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

33. **SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY/AUTHORITY**. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that

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no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with (a) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

Signatures on following page

Remainder of page intentionally left blank

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written above.

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LESSOR:

Town of Mount Vernon

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Southwestco Wireless, L.P.
d/b/a Verizon Wireless

By: Southwestco Wireless Inc.
Its: Managing Partner

By: _____
Name: _____
Title: _____
Date: _____

Remainder of page intentionally left blank

Exhibit “A”

Legal Description of Property and Premises

[LEGAL DESCRIPTION TO BE INSERTED BASED ON TITLE EVIDENCE]

Exhibit "B"

LESSEE's Permitted Radio Communications Equipment, Antennas and Appurtenances

[NUMBER TO BE INSERTED] antennas at [NUMBER TO BE INSERTED] foot centerline above ground level, [NUMBER TO BE INSERTED] cable lines from equipment to antennas, equipment building with communications/power supply equipment, telephone and electrical facilities, and all associated equipment and appurtenances related to the aforementioned antennas, lines, equipment and facilities.

[See also attached sketch of Land Space and Tower Space]

Exhibit "C"

Survey

AGENDA ITEM # J – 5

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

DATE:	April 18, 2016
AGENDA ITEM:	Maintenance Agreement
ACTION:	None

SYNOPSIS: Staff has received the five year maintenance agreement from the Iowa Department of Transportation. This is a standard agreement and staff is recommending approval.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Letter and Agreement

PREPARED BY: Chris Nobsch

DATE PREPARED: 4/13/16



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www.iowadot.gov

District 6 Office / Highway Division

5455 Kirkwood Blvd SW | Cedar Rapids, IA 52404

Phone: (319) 364-0235 | Fax: (319) 730-1564 | Email: Jeffrey.Tjaden@dot.iowa.gov

April 6, 2016

Ref: 832

City of Mt. Vernon

City Clerk
City of Mt. Vernon
213 1st Street NW
Mount Vernon, IA 52314-9998

Dear City Clerk:

Please find enclosed the five-year Agreement for Maintenance and Repair of Primary Roads in Municipalities between the City of Mt. Vernon and the Iowa Department of Transportation. This agreement outlines the responsibilities for maintenance and repair of the primary roads within the corporate limits of the city during the period of July 1, 2016 through June 30, 2021.

Please review the document and if in agreement, please have the appropriate authority sign their approval. It will then need to be returned to our office for approval by our district office. A final copy will be returned to you for your files.

If you have any further questions, please contact me at this office.

Sincerely,

A handwritten signature in black ink that reads 'Jeff Tjaden'.

Jeff Tjaden
District Maintenance Manager

JT/dh
Enclosure



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Mt. Vernon, Linn County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
 - A. Freeways (functionally classified and constructed)
 1. Maintain highway features including ramps and repairs to bridges.
 2. Provide bridge inspection.
 3. Highway lighting.
 - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 6. Provide bridge inspection.
 - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
 - D. City Streets Crossing Freeway Rights of Way (See II.C)
 1. Roadsides within the limits of the freeway fence.
 2. Surface drainage of right of way.
 3. Traffic signs and pavement markings required for freeway operation.
 4. Guardrail at piers and bridge approaches.
 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
 - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
 5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
 6. Clean, sweep and wash streets when considered necessary by the Municipality.
 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.
- B. Primary Highways -- Rural Cross-Section (uncurbed) (See Sec. I.C)
1. Maintain and repair highway facilities due to utility construction and maintenance.
 2. Removal of trees as necessary and the trimming of tree branches as necessary.
 3. Maintain sidewalks.
- C. City Streets Crossing Freeway Rights of Way (See I.D)
1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
 2. Mark traffic lanes on the cross street.
 3. Remove snow on the cross street, including bridges over the freeway.
 4. Clean and sweep bridge decks on streets crossing over freeway.
 5. Maintain all roadside areas outside the freeway fence.
 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2016 to June 30, 2021

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Mt. Vernon _____
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

K. Reports-Received/File



March 2016

Vehicle Collisions

Officers took reports on 7 motor vehicle collisions for the month of March. One collision was occurred in a parking lot when a vehicle backing out of a parking spot collided with another vehicle. Damage was estimated at \$2600.00. Another collision occurred at the Community Center parking lot, when a vehicle was pulling from a parked position, and collided with a parked car, forcing the parked car to collide with a 3rd vehicle. Damage for this collision was estimated at \$1600.00. Officer responded to a collision in the Hwy 1 & 30 roundabout. The collision was a result of a vehicle failing to yield to vehicles in the roundabout. No injuries were reported and damage was estimated at \$3,500.00. Officer responded to a collision at Hwy 30 & Virgil Drive. Investigation revealed that a vehicle was travelling East on Hwy 30 from Hwy 1, and as it passed the intersection of Virgil Drive, a vehicle pulled from the stop sign at Hwy 30, colliding with vehicle 1. The driver of the striking vehicle was found to be intoxicated and arrested for Operating While Intoxicated. Damage was estimated at \$2,800.00. Officer responded to College Blvd & 5th Ave SW for a minor injury accident. Officers determined that a vehicle was travelling southbound on 5th Ave, when a vehicle failed to stop for the stop sign at the intersection of 4th St SW & 5th Ave. Damage was estimated at \$6,500.00. Officer responded to a car deer collision on Hwy 30 west of Lincoln Dr. Damage was estimated at \$3,500.00. Officers took a hit & run report for a vehicle that was parked and struck by an unknown vehicle causing approximately \$1,500 damage.

Incidents/Arrest

There were 36 reported incidents in March. 12 reports were for burglaries, which include houses, garages, storage sheds, and the car wash. Some of the burglaries are believed to be related and officer are actively working the investigation, however no arrests have been made related to the burglaries. Residents are encouraged to lock their homes, garages, and vehicles. Residents are also encouraged to call the police if they see something suspicious.

Additional reports included Drug violations, OWI, driving while suspended, Assault, Hit & Run collisions, Dog bite, harassment, Identity theft/Fraud, Public intoxication, Possession of Alcohol under Age, Interference with Official Acts, and Criminal Mischief.

The reported incidents resulted in 11 arrests for various charges including: OWI, PCS-Methamphetamine, PCS-Marijuana, Interference with Official Acts causing injury, Public Intoxication, Public Urination, Possession of drug paraphernalia, Driving while suspended, Criminal Mischief, Domestic Assault with injury, Forgery, and Theft 3rd.

Dispatch Fees Update

I have attached an updated draft proposal that was provided to us by Supervisor Harris.



Chris Nosbisch, City Administrator
Doug Shannon, Chief of Police

Jamie Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

Community Service

Officer Gehrke completed the DARE program for 5th & 7th graders. DARE Graduation was held on April 8th, where 107 students received their certificate of completion. The guest speaker was Nick Northern, assistant wrestling coach at Cornell College, and Cornell graduate.

Training

Officer Daubs attending training at the Cedar Rapids Police Department on Interview & Interrogation.

Officer Daubs, Officer Gehrke, and Officer Kelley attended a presentation at Kirkwood on Child Killers. The training was presented by Phil Chalmers. Phil is described as being Americas leading authority on Juvenile Homicide and Juvenile mass murder. Further information is available at www.philchalmers.com

GTSB

Officers worked an additional 8 hours of traffic enforcement for March, 3 Speed violation warnings, and 3 other traffic violation warnings.

Lifesaving Awards

On 3/24/2016 Officers responded to Bauman's Clothing store for a subject down & unresponsive. Craig Smith & Steve Neal had immediately began CPR while others called 911 and Justin Dix ran to the PD to summon officers. Officer Mehlert, Officer Moel (who was off duty but in the office) and I responded to this call. We found Craig & Steve performing CPR, and took over for them. I retrieved an AED and placed it onto the subject, while Officers continued CPR. The AED provided a shock, and was successful in re-establishing a rhythm. The patient regained consciousness as Fire & Ambulance were arriving. He was taken to the hospital and a pace maker was installed and has since returned to Coffee Club. The actions by all involved represent the importance of early CPR and quick AED application to save lives.

I would like to present Lifesaving Awards to Craig Smith, Steve Neal, Justin Dix, Officer Morgan Mehlert, and Officer Steve Moel.

Respectfully Submitted,

Doug Shannon
Chief of Police

To:

Subject: Sheriff Dispatch Charges

Dear _____

The result of meeting with your representatives, the Sheriff's Office as well as Linn County Finance and Budget department, and studying the most equitable way to share additional costs across the County, the disposition of charges for utilizing the County's dispatch services are as follows:

- The County will continue to pay the costs of two new dispatchers that were hired in FY 16.
- Two additional dispatchers will be hired in FY 18.
- Beginning in FY 18, the cities of Hiawatha, Mt. Vernon, Lisbon, and Robins will be billed \$61,800 for each of the two dispatchers hired. (\$123,600 total) The cost per municipality is based on a formula for the average calls for services by each municipality during 2013-2015 and are as follows:

➤ Hiawatha:	\$67,769.98
➤ Mount Vernon:	\$28,854.75
➤ Lisbon:	\$16,472.64
➤ Robins:	\$10,502.69

The above charges are subject to dispatcher wage increases in subsequent years. The updated yearly amount will be provided prior to the start of the budget process. In the event that the number of dispatchers is reduced, the above billing amounts will be reduced accordingly. Requirements for additional dispatchers will be addressed as the need arises.

We thank you for your input and participation in this matter.



Parks and Recreation Department
Directors Report
March 15 – April 15

Parks

- **Staff are working hard to complete various projects such as painting bleachers, repairing playground equipment, fixing ballfields, etc to prepare our parks for a busy spring/summer.**
- **All restrooms and concession areas have been prepped and opened.**
- **Water fountain at Memorial is broken. Public Works is looking into fixing and parts. A historic fountain similar to the existing one is about \$1,000.**

Sports

- **Spring soccer has kicked off. We have six 4yr –AK teams, 12 Grades K-1 teams, four Grades 2-3 teams, and two Grades 4-6 teams for a total of 194 registered.**
- **Offering Adult Coed Softball again at Davis Park this summer.**

Pool

- **Portzen has started trenching new gas line to filter room for heater.**
- **JEM Electric has been working on moving conduit to more convenient placement in filter house.**
- **Brown Plumbing have fixed hot water concerns, installed new sinks, faucets, and shower fixtures. They will continue to work on new water heater for concessions.**
- **Ceiling has been fixed and painted by Dan Gaines.**
- **Pool Filters are next in line for production according to V&K. We have made it clear once they are completed at the factory we need them ASAP.**
- **Stained concrete will be applied sometime in next couple of weeks.**



Mount
Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

Misc

Chalk the Walk

- **11th year- Andy Warhol's Soup Cans is the selected Community Piece**
- **Currently we have 100 artists registered. We will max out this year.**

Events and Classes

- **Summer Camps/Classes are in the planning stages lining up instructors and dates (Lego Camps, Art Classes, Sports Camp, Science Camp,, Fit 60 Activity Camp, Babysitting Certification, and more).**
- **Easter Egg Hunt was a huge success with great weather. Partnering with the Fire Department really added more variety to the day.**



Public Works Report 4/18/16

Water/Wastewater

Water Department

The water department flushed hydrants the week of April 11th to April 15th. This is done to prevent standing water on dead ends along with clean out the water mains in the city. This process is preformed every spring prior to the pool opening.

Parks

Pool House

City crews are currently painting the walls for the bath house. The drywall has been fixed on the ceiling and the ceiling has also received a new coat of paint. The next step will be having the floor finished this work should be starting this week or the following. The floor will take approximately a week to finish.

Park restrooms

The parks restrooms have been opened for the season. The water is turned on and all restrooms are operational.

Streets

5th Avenue 3rd Avenue project

City crews have seeded 5th Avenue. There are some areas that we will be waiting to seed because of stump removals. Along with the completion of the steps and ramp at the intersection of 3rd Avenue and 2nd Street. If any areas do not take we will go back and touch them up with more seed. This will actually have to be done on a few areas of 3rd Avenue. Due to leaves and brush being stacked in the ROW. We will also be waiting on a decision to be made regarding the 5th Avenue 6th Street triangle. I would like to plant a tree in the triangle along with seed it with grass. We purpose a Pink Spire tree be planted.

Street sweeping

City crews have completed the first street cleaning of the season. During this process the 2003 Pelican was down because of brake issues that have since been resolved.

Seasonal Help

Seasonal help has been hired for the streets department. 5 seasonal employees will join the streets department in the month of May. 3 seasonal employees will be on mowers for most of the summer. The remaining will help with weed eating, brush clean up and street maintenance. The city has also hired Sandra Fleckenstein to help maintain the flower gardens in town. This will be a process to work through the current gardens and add to them it is a much needed process though.

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE: April 18, 2016

AGENDA ITEM: LOST III

ACTION: None

SYNOPSIS: Enclosed is a memo that I have prepared regarding the state of the LOST III funds and some questions that I need the Council to consider before staff can devise a funding strategy for future projects.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Memo

PREPARED BY: Chris Nosbisch

DATE PREPARED: 4/13/16

Memorandum

To: Mayor and City Council
From: Chris Nosbisch, City Administrator
Date: 4/12/2016
Re: LOST III Analysis

In an effort to jump start the Capital Improvement Planning process, I am providing you with a synopsis of the LOST III funds. The City began collecting LOST III funds in 2014 and will continue to collect funds until 2034. The LOST III funds were divided into four categories by a vote of the citizens. The categories are: 1.) Streets and sidewalks, 2.) Community Center, 3.) Trails, and 4.) Urban renewal and streetscape.

All of the revenue listed below is current to the February 2016 reconciliation. Staff utilized conservative LOST III estimations based upon the current average of monies received since August of 2014 (sales tax dollars fluctuate from month to month).

THIS IS ALSO BASED UPON THE ASSUMPTION THAT CEDAR RAPIDS WOULD VOTE TO CONTINUE THEIR SALES TAX AT THE END OF THEIR TEN YEAR PERIOD. IF THEY DO NOT, THE NUMBERS ESTIMATED FOR 20 YEAR REVENUE DECREASES DRASTICALLY.

LOST I – Community Center:

- Current cash - \$378,677.51

LOST III – Community Center:

- Current cash - \$234,475.66
- The yearly cash estimate of the community center allocation is approximately \$150,000. Over a 20 year period, the City should expect to see anywhere from \$2.5 to \$3 million in revenues.
- The only outstanding expense approved by the Council is \$30,000 (max) to Sauter Baty for preliminary design work.

Total cash – \$613,153.17

LOST III – Trails:

- Current cash - \$38,759.04
- The yearly cash estimate for trails is approximately \$61,900. Over a 20 year period, the City should expect to see \$1,238,000 in revenues.
- There is currently one outstanding project earmarked in the 2016-2017 budget. The trail off of Hwy. 30 that is part of the sustainability project.

LOST III – Urban Renewal and Streetscape:

- Current cash - \$44,829.17
- The yearly cash estimate for urban renewal and streetscape is approximately \$61,900. Over a 20 year period, the City should expect to see \$1,238,000 in revenues.

LOST III – Streets:

- Current cash - \$460,550.44
- The yearly cash estimate for streets is approximately \$306,420 (conservative), and approximately \$340,476 (slightly more aggressive number). Over a 20 year period, the City should expect to see \$6,128,000 to \$6,809,520 in revenues.

Fiscal Year	Roundabout (series 2013 Notes)	Streets (Series 2014 Notes)	Total Yearly Obligation
17	\$104,317.15	\$209,150.00	\$313,467.50
18	\$103,637.50	\$201,250.00	\$304,887.50
19	\$102,277.50	\$203,450.00	\$305,727.50
20	\$100,917.50	\$200,187.50	\$301,105.00
21	\$104,557.50	\$201,925.00	\$306,482.50
22	\$102,687.50	\$238,175.00	\$340,862.50
23	\$105,817.50	\$233,425.00	\$339,242.50
24	\$103,567.50	\$232,725.00	\$336,292.50
25	\$101,317.50	\$231,875.00	\$333,192.50
26	\$103,752.50	\$230,875.00	\$334,627.50
27	\$101,045.50	\$229,725.00	\$330,770.00
28	\$103,100.00	\$228,425.00	\$331,525.00
29		\$231,975.00	\$231,975.00
Totals	\$1,236,995.00	\$2,873,162.50	\$4,110,157.50

- A portion of the 2017 payment will come from LOST II, however, proceeds from LOST II are down to approximately \$221,436.91. As you can see, this will not even cover the cost of the 2017 obligation.
- As of February, there is approximately \$848,804.32 left from the 2014 bond sale. There are some outstanding expenses that still have to come out of this amount. So far, this bond has covered the following projects: 7th Street NW, 5th and 3rd Ave. overlays, Palisades sealcoat, and the Lisbon Rd overlay. Other items that were identified as part of this sale, sidewalks, crack sealing, signal lights, crosswalks, 1st Street W bridge and possibly the wagon pass (from the July 7, 2014 Council minutes).

If my initial analysis is correct, then I have significant concerns as it relates to the Streets and Sidewalks segment of the LOST III funds. Even if the annual estimates remain on the low side as stated above, the City has still utilized a very large share of their annual LOST III street funds for the next twelve years (the timeframe listed above for bond payments, FY 17-29).

Secondly, the 2014 bond funds must be spent within a three year period. That allows a limited amount of time for the City Council to determine how the remaining funds are to be utilized. It is my expectation that staff and Council will discuss this item as soon as the five year street plan is complete.

There are alternative funding mechanisms that we can look at, but I need to make one thing clear. None of the alternatives can be completed without additional funding sources. Meaning the taxpayers and users of Mt. Vernon will be responsible regardless.

Some other items of concern:

- Storm water fee – currently running a deficit and needs to be increased.
- Water and Sewer – rates continue to increase a minimum of 3% per year. This amount may not be enough, depending on upcoming projects.
- Solid Waste – the community credit is no longer an option. Rates will need to be monitored and possibly increased in the future to account for the credit loss and the increase of tipping fees. There is no immediate need for increases to date.
- Franchise fees – I have contacted Alliant Energy and it is estimated that the City would receive approximately \$30,000 for every 1% of fee established (maximum of 5%)
- Debt service levy – Obviously this is a direct increase in the tax rate for the City.
- TIF – given the by-pass and the pro-growth atmosphere, I would like to utilize future TIF monies on growth related projects. There is a possibility that future projects could be repaid from TIF funding sources, but please

keep in mind that the more TIF dollars requested by the City, the fewer general fund dollars will be available.

Finally, the City needs to be cognizant of the debt capacity. If the City does not borrow funds in the 16-17 FY, our outstanding GO debt will be down to \$7,355,000 in FY 17-18. If you continue to reserve 20% (would be my suggestion), that would leave approximately \$3.5 million for utilization by the Council.

Points of Discussion:

It will be vital for my staff and I to receive Council input in order to devise a strategy for product funding moving forward.

- 1.) Is the Council willing to increase or introduce new revenue sources?
 - a. Would you consider raising the levy above the \$12.99, if so, to what extent?
 - b. Would you consider introducing a franchise fee for additional revenue, and if so, what percentage (1-5)?
- 2.) Is the Council willing to work street and sidewalk projects into the remaining \$700,000-\$800,000 (2014 GO bonds) for the next two years?
- 3.) How much does the Council want staff to rely on TIF funding?

M. Reports Mayor/Council/Manager

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
April 18, 2016**

- Representatives from the Iowa Economic Development Authority (Main Street Iowa) were in Mt. Vernon this week to give a presentation on signage. A steering committee has been created to make recommendations to the CDG and City Council.
- Staff met with the CDG to discuss the comprehensive plan update for the City.
- IMWCA has conducted a walkthrough of the City facilities along with representatives from True North. Staff will be working on their recommendations to increase workplace safety.
- Ride 4 Youth bike riders will be making their way through the City on May 1, 2016. To learn more about this charity, please see their website at www.ride4youth.com.