

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:	October 5, 2020 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	October 2, 2020

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

City Council has reinstated in-person Council meetings as of the August 17, 2020 meeting. All guests are required to wear masks unless they are able to maintain a 6 foot separation during the meeting.

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

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

- D. Consent Agenda**

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

 - 1. Approval of City Council Minutes – September 21, 2020 Regular Council Meeting
 - 2. Approval of Liquor License – Mt. Vernon Pizza Palace, LLC
 - 3. Appoint Matt Nelson and Emily Zimmon – Housing Commission

- E. Public Hearing**
 - 1. Public Hearing for the Amendment to the Comprehensive Plan and Land Use Map for the Creation of the Hwy 30 Bypass Overlay District (to remain tabled until October 19, 2020)
 - i. Close public hearing – Proceed to G-1

- F. Ordinance Approval/Amendment**
 - 1. Ordinance #8-17-2020A: Amending Chapter 135 Street Use and Maintenance of the Mount Vernon Municipal Code
 - i. Motion to approve the third and final reading
 - 2. Ordinance #9-8-2020A: Amending Chapter 15 Mayor of the Mount Vernon Municipal Code
 - i. Motion to approve the third and final reading
 - 3. Ordinance #9-8-2020B: Adopting Chapter 49 Mandating Face Coverings During Public Health Emergencies of the Mount Vernon Municipal Code
 - i. Motion to approve the third and final reading

G. Resolutions for Approval

1. Resolution #9-8-2020D: Amending the Mt. Vernon Comprehensive Plan and Land Use Map for the Creation of the Hwy 30 Bypass Overlay District (to remain tabled until October 19, 2020)
2. Resolution #10-5-2020A: Approving and Authorizing Execution of a First Amendment to the Agreement for Private Development by and Between the City of Mount Vernon and Midwest Development Co.
3. Resolution #10-5-2020B: Accepting Work for the Project Known as the Wagon Pass with Schrader Excavating & Grading Company

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Pay Application #15 – 2019 Wastewater Treatment Plant Improvements – Council Action as Needed
3. Discussion and Consideration of Pay Application #1 – South Alley Improvements – Council Action as Needed
4. Discussion and Consideration of Pay Application #3 – Nature Park Trail – Council Action as Needed
5. Discussion and Consideration of Pay Application #3 - Wagon Pass – Council Action as Needed
6. Discussion and Consideration of Service Agreement with ECICOG – Housing Rehabilitation Grant – Council Action as Needed

K. Reports to be Received/Filed

1. Public Library Year End Report

L. Discussion Items (No Action)

1. Possible 28E Agreement for Police Services
2. LBC Day Camp Report

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

AGENDA ITEM # C - 2

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

DATE:	October 5, 2020
AGENDA ITEM:	Halloween Announcement
ACTION:	None

SYNOPSIS: The City of Mt. Vernon does not formally approve “trick or treating” by Council vote. In the past, the Mayor has simply announced the day and times that would be designated. For 2020, the Mayor is choosing to not establish times for “trick or treating” and encouraging residents to plan alternative events that allow for social distancing to occur. For those residents that choose to pass out candy or trick or treat, the city makes the following recommendations:

- Limit your trick-or-treating group to your household or the bubble you’ve already been distancing with
- Skip areas or streets that are busy
- Not stopping at homes not following safety guidelines, such as mask wearing and distancing
- Setting up contactless candy-delivery methods, such as tossing candy or setting out treats in a driveway
- If you are sick, or you have been in contact with someone who is sick with COVID-19 or has symptoms of COVID-19, stay home
- Avoid smaller spaces that do not allow for distancing of six feet
- Stay at least six feet away from those who do not live in your home
- Wash or sanitize your hands often
- Wear a mask over your mouth and nose, make sure it is under or over any Halloween costume masks, and remember that a Halloween mask does not offer appropriate protection
- Homes that are preparing for trick or treaters should turn on their outdoor lights (trick or treaters should respect the homes that chose to leave their lights off)

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Mayor

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

D. Consent Agenda

The Mount Vernon City Council met September 21, 2020 at the LBC with the following members present: Roudabush, West, Wieseler, Herrmann and Rose. All guests are required to wear masks unless they are able to maintain a 6 foot separation during the meeting.

Call to Order. At 6:30 p.m. Mayor Jamie Hampton called the meeting to order.

Agenda Additions/Agenda Approval. The Comprehensive Plan and Land Use Map for the Creation of the Hwy 30 Bypass Overlay District will remain tabled. Motion to approve the Agenda made by Wieseler, seconded by West. Motion carries.

Consent Agenda. Motion to approve the Consent Agenda made by Herrmann, seconded by West. Motion carries.

Approval of City Council Minutes – September 8, 2020 Regular Council Meeting

Appoint Donald Moore and Duane Eash – Historic Preservation Commission (filling vacated positions)

Public Hearing

Public Hearing for the Amendment to the Comprehensive Plan and Land Use Map for the Creation of the Hwy 30 Bypass Overlay District (to remain tabled). The public hearing will remain tabled until staff can conduct additional public information meetings with the public. The 1st will be an in-person meeting scheduled for Monday, September 28, 2020 at the LBC from 6 to 9:00 p.m. The 2nd meeting will be conducted via Zoom on Wednesday, October 7, 2020 at 6:00 p.m.

Ordinance Approval/Amendment

Ordinance #8-17-2020A: Amending Chapter 135 Street Use and Maintenance of the Mount Vernon Municipal Code. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the third and final reading after a vote of the second reading). Staff has not received any written or verbal communication on this ordinance since the first reading. Motion to approve the second reading of Ordinance #8-17-2020A made by Wieseler, seconded by Rose. Roll call all yes. Ordinance passes the second reading.

Ordinance #9-8-2020A: Amending Chapter 15 Mayor of the Mount Vernon Municipal Code. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the third and final reading after a vote of the second reading). Staff has not received any written or verbal communication on this ordinance since the first reading. Motion to approve the second reading of Ordinance #9-8-2020A made by West, seconded by Herrmann. Roll call all yes. Ordinance passes the second reading.

Ordinance #9-8-2020B: Adopting Chapter 49 Mandating Face Coverings During Public Health Emergencies of the Mount Vernon Municipal Code. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the third and final reading after a vote of the second reading). Addressing Council, Shannon Thompson, an attorney representing Hunter Parks, stated that Mr. Parks is concerned that the City does not have the legal authority to adopt or impose penalties related to the mask mandate and mask ordinance. Thompson said it is not about the masks or if mask use is advisable. It's about the City Council exceeding statutory authority and what consequences it could have in the future. City Administrator Chris Nobsch was asked to read an email from Keith Huebner.

Mr. Huebner was not able to attend the meeting and is not in favor of the mask ordinance. Mr. Huebner's email is posted on the City's website (www.cityofmtvernon-ia.gov under Agendas and Minutes). Nobsch also read the letter from Pugh Hagan Prahm PLC attorney Siobhan Briley who represents Global Water Services, LLC and strongly opposes the Council's adoption of Ordinance #9-8-2020B. The last paragraph reads: "If the Council votes to adopt the ordinance, GWS will immediately seek injunctive relief to enjoin its enforcement." This letter is also on the city's website. The City's attorney said it is difficult to know how this will go because it hasn't been fought in the legal system yet. Motion to approve the second reading of Ordinance #9-8-2020B made by Wieseler, seconded by Rose. Roll call vote. Ayes: Herrmann, Wieseler, Rose, West. Nays: Roudabush. Ordinance passes the second reading.

Resolutions for Approval

Resolution #9-8-2020D: Amending the Mt. Vernon Comprehensive Plan and Land Use Map for the Creation of the Hwy 30 Bypass Overlay District (to remain tabled).

Resolution #9-21-2020A: Approving the Department of Transportation Street Finance Report for FY 2020. The Street Finance Report is an annual report required by the Iowa DOT regarding the receipt and use of road use tax monies. Motion to approve Resolution #9-21-2020A made by Wieseler, seconded by Herrmann. Roll call all yes. Resolution #9-21-2020A passes.

Motions for Approval

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

AIRGAS INC	WELDING SUPPLIES-PW	111.47
ALL SECURE	SECURITY SYST MONTIORING-POOL	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	5,813.49
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	5,430.32
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,998.46
ALLIANT IES UTILITIES	ENERGY USAGE-FD	759.53
ALLIANT IES UTILITIES	ENERGY USAGE-PD	728.55
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	698.28
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	398.72
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	354.81
ALLIANT IES UTILITIES	ENERGY USAGE	330.72
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	187.66
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	112.12
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	88.19
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	68.84
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	46.68
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	15.24
ALTORFER INC	GENERATOR MAINT-P&A	22.40
ALTORFER INC	GENERATOR MAINT-RUT	15.82
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	1,893.00
BARNYARD SCREEN PRINTER LLC	BAGS-P&REC	425.00
BARNYARD SCREEN PRINTER LLC	UNIFORMS-LBC	328.00
BAUER BUILT TIRE	TIRE DAMAGE-RUT	398.54
BAUER BUILT TIRE - CEDAR RAPIDS	EQUIPMENT MAINT-PW	1,283.36
BRADLEY HAUGE CPA	PROFESSIONAL-SERVICES-RUT,P&A	6,405.00
CALEB DAUSENER	REFEREE-P&REC	60.00
CAMPBELL SUPPLY CEDAR RAPIDS	DRIVER 3/8-RUT	231.63
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	113.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	86.00

CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	122.93
CENTURY LINK	PHONE CHGS-PD	124.40
CITY LAUNDERING CO	SERVICES-LBC	444.99
CULVERS LAWN & LANDSCAPE INC	STORM DAMAGE-LBC	410.40
DAN DEININGER	REFUND-LBC	84.00
EASTERN IOWA EXCAVATING	3RD STREET NATURE TRAIL	79,556.48
ECICOG	HOUSING REHAB PROGRAM-LMI	500.00
ELDON DOWNS	CORDLESS DRILL STORAGE-RUT	143.14
ELLIS IMPLEMENT INC	SICKLE BAR-RUT,P&REC	1,173.58
GALLS INC	BULLET PROOF VESTS-PD	2,665.00
GROUP SERVICES INC	INSURANCE-ALL DEPTS	5,875.50
H2I GROUP	BARRIER NETTING-LBC CONSTR	6,300.00
IMWCA	AUDIT PREMIUM ADJUSTMENT-INS LEVY	14,322.00
IOWA ASSOC OF MUNICIPAL UTILITIES	MEMBERSHIP-PW	1,234.76
IOWA DEPT OF TRANSPORTATION	SALT-RUT	916.00
IOWA SOLUTIONS INC	SONICWALL COMP GATEWAY SECURITY	709.00
IOWA SOLUTIONS INC	COMP MAINT-LBC,P&A	367.50
JACOB MASTERS	REFEREE-P&REC	100.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	34.00
JORDAN AXTELL	REFEREE-P&REC	260.00
KAYDEN PENDERGRASS	REFEREE-P&REC	60.00
KINGS MATERIAL INC	BUNKER BLOCK-SW	1,431.79
KINGS MATERIAL INC	BUNKER BLOCK-SW	1,431.79
KINGS MATERIAL INC	BUNKER BLOCK-SW	1,328.89
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-ALL DEPTS	229.35
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	23.72
L.L. PELLING CO INC	SEALCOAT PROJECT-RUT	17,128.50
L.L. PELLING CO INC	SEALCOAT PROJECT-RUT	17,061.75
L.L. PELLING CO INC	SEALCOAT PROJECT-RUT	10,659.15
LBC BANKCARD 8076	CREDIT CARD FEES-LBC	99.64
LINN CO-OP OIL CO	FUEL-SW	9,820.49
M & K DUST CONTROL	HAUL STORM DEBRIS-SW	45,280.00
MARKET STREET TECHNOLOGIES INC	WORDPRESS WEBSITE RENOVATION	500.00
MATT SIDERS	MILEAGE-P&REC	66.13
MEDIACOM	PHONE/INTERNET-POOL	183.54
MEDIACOM	PHONE/INTERNET-P&A	276.60
MEDIACOM	PHONE/INTERNET-PW	181.50
MID COUNTRY MACHINERY INC	COMPOST SCREENER-SW	6,000.00
MIDWEST FRAME & AXLE	HOSES-RUT	432.36
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	180.00
MT VERNON CAR WASH	CAR WASH-PD	24.00
NEAL'S WATER CONDITIONING SERVICE	WATER,SALT-RUT,P&REC,P&A	69.00
OVERHEAD DOOR CO	DOOR DAMAGE-P&REC	157.50
P&K MIDWEST INC	HARDWARE-RUT	30.20
PAYROLL	CLAIMS	77,942.61
PLUMB SUPPLY CO	SOAP DISPENSER-LBC	289.52
RHINO INDUSTRIES INC	POLYMER-SEW	694.00
ROTO-ROOTER	PUMP CLARIFIER-SEW	250.00
RTL EQUIPMENT	EXCAVATOR W/GRAPPLE RENTAL	1,200.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	4,147.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	2,633.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,644.50
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	958.50
STAPLES INC	SUPPLIES-PD,P&A	368.21

STAPLES INC	ROLL PAPER-PD	174.84
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-SW	15,840.00
TYLER PANOS	REFEREE-P&REC	60.00
WADE LUTHER TREE SERVICE	TREE MAINT-RUT	3,300.00
WAPSI WASTE SERVICE	STORM DUMPSTER-SW	2,196.01
WRH INC	WWTP IMPROVEMENTS 2019	50,624.38
TOTAL		420,801.98
GENERAL FUND		25,281.75
INSURANCE LEVY		14,322.00
LBC		2,136.20
LOST III COMMUNITY CENTER		6,589.52
LOST III TRAILS		79,556.48
LOW-MODERATE INCOME FUND		500.00
PAYROLL		77,942.61
ROAD USE TAX FUND		58,365.56
SEWER FUND		10,472.42
SOLID WASTE		86,387.80
STORM WATER FUND		170.39
WATER FUND		8,452.87
WWTP UV DISINFECTION		50,624.38
TOTAL		420,801.98

Discussion and Consideration of Quotes for the Grinding of Storm Debris – Council Action as Needed. RFP's were sent to five contractors regarding storm brush grinding. All five provided costs for their services plus the size of equipment they would be grinding with. Bockenstedt Excavating was the apparent low bid and the one staff recommends using. Their rate is \$345.00 per hour plus mobilization costs of \$1,375.00 and would take about two days to complete. Motion to approve the RFP from Bockenstedt Excavating made by Rose, seconded by Wieseler. Motion carries.

Discussion and Consideration of Purchasing Generator for the LBC – Emergency/Disaster Preparations – Council Action as Needed. Council was asked to approve up to \$160,000.00 for a generator for the LBC which will be paid from the LBC construction fund. The purchase of a generator moves the LBC one step closer to becoming a storm shelter. Motion to approve up to \$160,000.00 for the purchase of a generator at the LBC made by West, seconded by Wieseler. Ayes: Herrmann, Wieseler, Rose, West. Nays: Roudabush. Motion carries.

Discussion and Consideration of Office Equipment Purchases – City Hall – Council Action as Needed. Council was asked to approve \$41,886.06 for the 2nd half of the office furnishings. The carpet has been laid in the conference rooms and north offices. Motion to approve the phase II office furnishings at a cost of \$41,886.06 made by Herrmann, seconded by Wieseler. Ayes: Herrmann, Wieseler, Rose, West. Nays: Roudabush. Motion carries.

Discussion and Consideration of Appointing Eldon Downs to the Position of Public Works Director – Council Action as Needed. With the resignation of Nick Nissen Council was asked to confirm the appointment of Eldon Downs to the position of PW Director with a starting salary of \$78,405.50. Motion to approve the appointment of Eldon Downs to PW Director made by Wieseler, seconded by West. Motion carries.

Reports to be Received/Filed

Mt. Vernon Police Report. There were 4 collisions and 21 incidents reported in August. The incidents included fraud, sexual abuse, hit and run, trespassing, theft and more. There were 5 arrests in August. K9 Monster was deployed 3 times. Officers worked 12.5 hours of STEP. Per the 28E agreement with Lisbon the MVPD provided 5,510 minutes of patrol time, 26 calls for service and 295 minutes of administrative time for a total of \$4,390.00.

Mt. Vernon Public Works Report. City crews continue to work on the derecho clean up. They are also working on the leaf pickup project. The LBC trail work has begun and so has the South Alley project.

Mt. Vernon Parks and Rec Report. Damage assessment continues in the parks. Flag Football has 10 teams with 90 participants. Fall Soccer has 15 teams with 150 participants. The pool did not sustain any major damage due to derecho. The LBC, also, did not sustain a lot of damage. About ¼ of the fence was damaged and quite a few trees were lost.

Discussion Items (No Action) '

Possible Damaged Tree Discussion (derecho storm). A certified arborist reviewed the damage to the ROW trees. About 215-220 trees will be removed or trimmed. There will be a tree replacement program in the future.

Reports of Mayor/Council/Administrator

City Administrator's Report. Staff has begun the process of working with FEMA for both the COVID and derecho disasters. Goal setting questionnaires were sent to Council and department heads. A meeting with CDG will be coming up regarding the reduction in hotel/motel tax payments and additional budget issues tied to Covid.

As there was no further business to attend to the meeting adjourned the time being 7:41 p.m., September 21, 2020.

Respectfully submitted,
Sue Ripke
City Clerk

Chris Nosbisch

From: khuebner@globalwaterservices.com
Sent: Monday, September 21, 2020 2:28 PM
To: Chris Nosbisch
Cc: Rich Eskelsen
Subject: For Council meeting tonight

Chris,

Please read the following into the record. In addition to the letter submitted by our Corporate Lawyer.

To the Mt Vernon Council: I would have attended the meeting tonight via Zoom as has been the operation for the recent past. I find it hilariously disgusting however, that at an in person meeting where we are discussing fining people for not wearing masks, why we can't attend remotely which would negate the need to wear a mask in the first place. Do any of you actually think about these decisions before you make them? I also want to reiterate how inappropriate it appears when 3 Council people are on Facebook on 03July discussing their displeasure with, and ways around the Governors orders and opinions presented by the Attorney General. While the 60 days have expired for an official complaint with the Public Information Board, I have copies of the thread for anyone that is interested.

Regards,

Keith Huebner,

NOTICE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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CORALVILLE, IOWA 52241
PHONE 319-351-2028
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PUGHHAGAN.COM

SBRILEY@PUGHHAGAN.COM

September 21, 2020

VIA EMAIL

City of Mount Vernon
City Council
City Hall
213 First Street NW
Mount Vernon, IA 52314

Re: Objection to Ordinance #9-8-2020B, Mandating Face Coverings in Public

Dear Council Members:

This office represents Global Water Services, LLC, which owns property and does business in Mt. Vernon, Iowa. GWS strongly opposes the Council's adoption of Ordinance #9-8-2020B, mandating that all residents of Mt. Vernon wear face coverings in public (with limited exceptions) or risk being fined \$50. I have conducted in-depth research on this topic, including review of two opinions issued by the Iowa Attorney General's ("AG") office, and I have concluded that the City does not have the authority to issue a directive that its citizens wear face coverings.

On March 24, 2020, the AG's office issued an informal opinion in which it concluded that cities and counties do not have the authority to issue public health-related orders, including "shelter in place" orders and ordinances requiring face coverings. A copy of this informal opinion is enclosed for your reference ("March 24 Opinion"). The AG's office is regarded as an expert on interpreting Iowa law, especially concerning issues of governmental authority. Thus, although the opinion is not published, it carries significant authoritative weight. The AG confirmed its views in a June 23, 2020, letter to State Senator Zach Wahls, which is also enclosed ("June 23 Letter").

In the March and June opinions, the AG further concluded that, "while the Statewide Disaster Emergency Proclamations are in place, the Governor retains the power to delegate, sub-delegate, or retain the administrative authority under Iowa Code Chapter [29]C (Emergency Management) to issue directives" such as mandating face coverings. June 23 Letter at 1. The Governor may delegate this authority but is not required to do so. Iowa Code § 29C.6(10). To date, the Governor has not delegated her authority under Chapter 29C. Furthermore, Iowa Code § 135.144 empowers the Iowa Department of Public Health ("IDPH"), "in conjunction with the Governor, to take reasonable measures as necessary to prevent the transmission of infectious disease," and "to inform the public of the protective measures to take during the disaster." Iowa Code § 135.144(3) and (9).

Taken together, Iowa Code Chapters 29C and 135 allow *only* the Governor, with the input and assistance the IDPH, to determine and implement the "reasonable measures" necessary to prevent

PUGH HAGAN PRAHM PLC

September 21, 2020

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the transmission of infectious diseases. As a result, cities' and counties' Home Rule authority, as granted by the Iowa Constitution, is not implicated.

Home Rule gives Iowa cities and counties powers "not inconsistent with the laws of the general assembly, to determine their local affairs and government, except that they shall not have the power to levy any tax unless expressly authorized by the general assembly." Iowa Constitution, Art. III, Section 38A. A city's mandate that all citizens wear face coverings in public is inconsistent with the laws of the general assembly because the general assembly has granted exclusive authority in this area to the Governor and the IDPH. Accordingly, cities' authority to issue directives and/or to require the public to take protective measures not ordered by the Governor or the IDPH is preempted by Iowa Code Chapters 29C and 135. *See City of Des Moines v. Gruen*, 457 N.W.2d 340, 342 (Iowa 1990) (municipal ordinance is preempted where it is "inconsistent with a law of the general assembly" and "prohibits an act permitted by a statute, or permits an act prohibited by a statute").

Given that the City lacks the authority to require citizens to wear face coverings in public, GWS respectfully requests that the Council reconsider its decision to adopt Ordinance #9-8-2020B. If the Council votes to adopt the ordinance, GWS will immediately seek injunctive relief to enjoin its enforcement.

If you would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

PUGH HAGAN PRAHM PLC

A handwritten signature in black ink, appearing to read 'SB', with a long horizontal flourish extending to the right.

Siobhan Briley

SB/ecr

Enclosures

cc: Global Water Services, LLC

From: Adams, Heather [AG]
Sent: Tuesday, March 24, 2020 5:07 PM
To: Langholz, Sam <sam.langholz@iowa.gov>; Michael Boal <michael.boal@iowa.gov>
Cc: Reisetter, Sarah [IDPH] <Sarah.Reisetter@idph.iowa.gov>
Subject: county and city authority

You have asked for analysis on the question of the legal authority of counties and cities to enact local measures to require citizens of their jurisdictions to shelter in place during the current health public health disaster emergency. This analysis was drafted by Mike Bennett in my office with a review by Jeff Thompson, myself, and others. Please let us know if you have any further questions or research requests in this area.

County and City Home Rules Powers:

Article III, Section 38A and Section 39A contain the City and County Home Rule provisions in the Iowa Constitution. The powers granted cities and counties under these constitutional amendments are to determine their local affairs and government, not inconsistent with the laws of the General Assembly, except that they shall not have power to levy any tax unless expressly authorized by the general assembly. Counties are also constrained in their home rule powers if that power conflicts with the power of a city, providing a city power will prevail within its jurisdiction.

When an ordinance prohibits an act permitted by a statute, or permits an act prohibited by a statute, the ordinance is considered inconsistent with state law and is preempted. See City of Des Moines v. Gruen, 457 N.W.2d 340, 342 (Iowa 1990). Implied preemption occurs when the legislature has covered a subject by statutes in such a manner as to demonstrate a legislative intention that the field shall be preempted by state law.

The powers exercised by cities under the Home Rule Amendments have been generally categorized as “police powers”. These include the power of cities and counties to protect rights, privileges, and property of the city and county and to preserve and improve the peace, safety, welfare, comfort and convenience of their residents. Iowa Code Section 331.301 (county) and Iowa Code Section 364.1 (City). These powers may be exercised by cities and counties subject to limitations expressly imposed by a state law, and are barred if such actions are irreconcilable with state law. Under Iowa Code Sections 331.301 and 364.3, City mayors are further empowered to govern the city by proclamation during a time of emergency or public danger. Iowa Code Section 372.14.

These authorities generally indicate authority for cities and counties to act to protect the safety of the residents of their communities yet require cities and counties to yield where the powers are inconsistent with powers of the state.

State Powers

A public health disaster is defined in Iowa law as a state of disaster emergency proclaimed by the Governor in consultation with the Department of Public Health for a

disaster that involves an imminent threat of a health condition caused by the appearance of a novel infectious agent and that poses a high probability of a large number of serious health consequences. Iowa Code § 135.140(6). During a public health disaster, the Governor and the Department of Public Health have broad legal authority to take all reasonable measures necessary to prevent the transmission of the virus and to prevent, control, and treat the infectious disease. These legal authorities are contained in part at Iowa Code sections 135.144 and 29C.6. These authorities include the powers to “control ingress and egress to and from a disaster area, the movement of persons within the area, and the occupancy of premises in such area.” Iowa Code § 29C.6(15).

Iowa Code Section 29C.6 (8) allows the Governor to delegate and sub-delegate any administrative authority under the Emergency Management Chapter. This indicates the Governor may delegate powers under emergency powers under that section to local authorities to address the current public health emergency, including the power to place restrictions on movement within the communities. This likewise indicates the Governor may choose not to delegate this authority to local agencies.

Conclusion: While cities and counties have police powers to protect the health and safety of their citizens, the State has the authority to declare and coordinate the response to a public health disaster. This includes the power of the Governor to sub-delegate administrative authority to cities and counties, including the power to restrict movement within communities by these local authorities. This power also would allow the Governor discretion to retain such powers and not delegate this authority to cities or counties.



Heather L. Adams
Assistant Attorney General
Office of the Attorney General of Iowa
1305 E. Walnut St.
Des Moines, Iowa 50319
Main: (515) 281-5164 | Direct: (515) 281-3441
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THOMAS J. MILLER
ATTORNEY GENERAL



1305 E. WALNUT ST.
DES MOINES, IA 50319
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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

June 23, 2020

The Honorable Zach Wahls
201 E 9th St., #415
Coralville, IA 52241
zach.wahls@legis.iowa.gov

Dear Senator Wahls:

You contacted the Iowa Attorney General's Office regarding the power of cities or counties to pass local regulations requiring patrons of business to wear masks. A similar question was answered by this office in a question from city officials in March of this year regarding the power of local officials to issue shelter in place orders. I have attached a copy of that analysis to this correspondence for your review.

In this previous analysis, we determined that while the Statewide Disaster Emergency Proclamations are in place, the Governor retains the power to delegate, sub-delegate, or retain the administrative authority under Iowa Code Chapter 28C (Emergency Management) to issue directives of this nature. *Please see* Iowa Code Section 28C.6(8) (enclosed). Iowa Code Section 135.144(3) and (9) (enclosed) empowers the Iowa Department of Public Health, in conjunction with the Governor, to take reasonable measures as necessary to prevent the transmission of infectious disease, to inform the public when a public health disaster has been declared or terminated, and to inform the public of the protective measures to take during the disaster.

The Governor has addressed usage of personal protective equipment (PPE) in prior proclamations, including the proclamations of 5/25/2020 and 6/10/2020, which are still applicable and which provide that in re-opening of public use facilities and businesses that proprietors must adhere to hygiene practices and public health measures consistent with guidance issued by the Iowa Department of Public Health. Any local action or regulation would need to be consistent and compliant with the Governor's Proclamations and the Iowa Department of Public Health Directives in scope and remedies while the Governor's Emergency Proclamations are in place.

Finally, local regulation of this nature, if not preempted under the current Emergency Disaster Proclamations, would likely be under the jurisdiction of local boards of health under their power under Iowa Code Section 137.104(1)(b) (enclosed) to, "make and enforce such reasonable rules and regulations, not inconsistent with law and the rules of the state board, as may be necessary for the protection and improvement of the public health."

The Honorable Zach Wahls
State Senator
Page 2

I hope you find this helpful in answering this question. Please be advised this contains the results of my research and analysis on your question but is not an official opinion of the Iowa Attorney General's Office.

Best regards,

Michael L. Bennett
Assistant Iowa Attorney General
PATC Division
michael.bennett2@ag.iowa.gov

Marsha Dewell

From: Licensing2, ABD <licensing2@iowaabd.com> on behalf of licensing@iowaabd.com
Sent: Thursday, September 24, 2020 4:02 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Pending Dram Shop

The following application(s) is complete and awaiting dramshop insurance endorsement by the appropriate insurance carrier. After the insurance carrier has endorsed coverage, the application(s) will be submitted to the local authority for review.

License #	License Status	Business Name
BB0029316	Pending Dram Shop	Mt Vernon Pizza Palace, LLC (106 1st St. W Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

NOTICE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CITY OF MOUNT VERNON
INTEREST FORM

I would like to express my interest to serve on the Housing Commission
board/commission/committee. I understand that this is solely a discretionary mayoral
appointment to that board/commission/committee and the City Council (Mark the appropriate)
 IS or IS NOT required to take action on such appointment.

NAME Emily Zimmerman

ADDRESS 322 2nd St. NW, MV

PHONE 563.357.4864

EMAIL Emily.Zimmerman@gmail.com

What experiences or abilities do you feel qualify you for this appointment?

I have lived in MV on and off my entire life. For the
past 4.5 years I have worked at Willis Day Homeless
Services in Cedar Rapids, and due to my work experience

Please return the completed form to Mount Vernon City Hall.

understand the complexity
of housing. And would
be honored to partake on
the MV Housing Commission.

E. Public Hearing

AGENDA ITEM # E - 1 & G - 1

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

DATE:	October 5, 2020
AGENDA ITEM:	Public Hearing – Resolution #9-8-2020D
ACTION:	None

SYNOPSIS: The Zoom meeting is scheduled for Wednesday, October 7, 2020 at 6 p.m. (information is available on the website). I am asking the Council for a decision on the future public hearing. The goal setting session is scheduled for the October 19, 2020 meeting. I was not sure if the Council wanted to hold both the goal setting and public hearing in the same night.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

F. Ordinance Approval/Amendment

AGENDA ITEM # F - 1

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

DATE:	October 5, 2020
AGENDA ITEM:	Ordinance #8-17-2020A
ACTION:	Motion

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

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #8-17-2020A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

Prepared by:	City of Mt. Vernon, City Hall, Chris Nosbisch, City Administrator	213 First St. NW, Mt. Vernon, IA 52314 (319) 895-8742
--------------	--	--

ORDINANCE #8-17-2020A

AN ORDINANCE AMENDING CHAPTER 135, STREET USE AND MAINTENANCE 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. Chapter 135, Street Use and Maintenance, is hereby amended to include the following language:

135.06 USE FOR BUSINESS PURPOSES. The following language is to be added to Section 135.06:

“No person shall park any motor truck, trailer, semi-trailer, truck tractor or motor home which exceeds 84 inches in width or 20 feet in length on any street between sunrise and sunset for a period longer than 60 minutes, or between sunset and sunrise for a longer period than 30 minutes, except for loading and unloading purposes, or while in the actual process of being loaded or unloaded or making necessary minor repairs.”

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 8th day of September, 2020.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #8-17-2020A on the ___ day of _____, 2020.

Sue Ripke, City Clerk

AGENDA ITEM #F - 2

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

DATE:	October 5, 2020
AGENDA ITEM:	Ordinance #9-8-2020A
ACTION:	Motion

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

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #9-8-2020A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

ORDINANCE NO. 9-8-2020A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF CITY OF MOUNT VERNON, IOWA CHAPTER 15 MAYOR, SECTION 15.02 BY ADDING NEW MAYORAL EMERGENCY POWERS

WHEREAS, The City of Mount Vernon, Iowa desires to provide the Mayor additional powers in the event of an emergency proclamation.

BE IT ENACTED by the City Council of the City of Mount Vernon, Iowa:

SECTION 1. AMENDMENT. The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by revising section 15.02 and adding subsections 15.02(1), (2), (3) and (4) which are hereby adopted to read as follows:

15.02. Proclamation of Emergency. Have authority to take command of the police and govern the City by proclamation, upon making a determination that a time of emergency or public danger exists. Pursuant to the Mayor's emergency powers, within the City limits, the mayor shall have the authority to:

1. Imposition of Curfew: After proclamation of a civil emergency by the mayor, the mayor may order a general curfew applicable to such geographical areas of the city or to the city as a whole as the mayor deems advisable and applicable during such hours of the day or night as the mayor deems necessary in the interest of the public safety and welfare.
2. Mandatory Evacuation: After proclamation of a civil emergency by the mayor, the mayor may mandate that all or any part of the city of Iowa City be evacuated as the mayor deems advisable and applicable for the preservation of life or other disaster mitigation, response or recovery.
3. Extraordinary Measures: After proclamation of a civil emergency by the mayor, the mayor may order that any other extraordinary measures be taken for the preservation of life or other disaster mitigation, response or recovery.
4. Violation Of Order: The violation of a curfew order, evacuation order or other order regarding extraordinary measures issued by the mayor hereunder or any directive or order issued pursuant thereto by any peace officer shall be unlawful and is a municipal infraction punishable by civil penalty as provided herein.

SECTION 2. VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Mt. Vernon, Iowa.

SECTION 3. OTHER REMEDIES. In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. SEVERABILITY CLAUSE. In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 2020.

ATTEST:

Jamie Hampton - Mayor

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance # _____ on the ____ day of _____, 2020.

Sue Ripke, City Clerk

AGENDA ITEM # F - 3

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

DATE: October 5, 2020

AGENDA ITEM: Ordinance #9-8-2020B

ACTION: Motion

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

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #9-8-2020B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

ORDINANCE NO. 9-8-2020B

AN ORDINANCE ADDING CHAPTER 49, MANDATING FACE COVERING DURING PUBLIC HEALTH EMERGENCIES

WHEREAS, The City of Mount Vernon, Iowa desires to mandate face coverings within Mount Vernon, Iowa City limits for as long as the Mayor proclaims there is a public health emergency necessitating same.

BE IT ENACTED by the City Council of the City of Mount Vernon, Iowa:

The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by adding Chapter 49, mandating face coverings during public emergencies as proclaimed pursuant to 15.02 section 15.02 and adding subsections 15.02(1), (2), (3) and (4) which are hereby adopted to read as follows:

Chapter 49: MANDATING FACE COVERING DURING PUBLIC HEALTH EMERGENCIES

49.01. Every person in the City of Mount Vernon must wear a face covering that covers their nose and mouth when in a public place as follows:

1. In public, as opposed to being in one's place of residence, when one cannot stay six (6) feet apart from others;
2. Inside of any indoor public settings, for example, but not limited to:
 - A. Grocery stores,
 - B. Pharmacies,
 - C. Hardware stores,
 - D. Retail establishments,
 - E. Other public settings that are not one's place of residence and when with people who do not live in the household;
3. Outside, if keeping six (6) feet away from others is not possible;
4. Using public transportation or private car service (including taxis, ride share, or carpooling).
5. Violations of City of Mount Vernon Code of Ordinances Chapter 49 shall be a municipal infraction not subject to the standard civil penalties of City of Mount Vernon Code of Ordinances 4.03]

Commented [CP1]: I added this

49.02. No business that is open to the public may provide service to a customer or allow a customer to enter the premises, unless the customer is wearing a face covering as required by this ordinance, and businesses that are open to the public must post signs at entrances instructing customers of their obligation to wear a face covering while inside.

49.03. Those exempt from wearing a face coverings, include:

1. Persons younger than 2 years old due to the risk of suffocation;
2. Anyone who has trouble breathing, on oxygen therapy or ventilator;

3. Anyone who is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance;
4. Anyone who has been told by a medical, legal, or behavioral health professional not to wear a face covering;
5. Anyone actively engaged in a public safety role, including but not limited to law enforcement, firefighters, or emergency medical personnel, although a face covering should be worn if possible;
6. A student participating in co-curricular activities when participating according to the Iowa High School Athletic Association rules for wearing face coverings.

49.04. Places and times where persons are exempt from wearing a face covering, include:

1. While traveling in personal vehicles alone or with household members;
2. While a person is alone or in the presence of only household members;
3. While exercising at moderate or high intensity such as jogging or biking;
4. While seated at a food establishment in the process of eating or drinking;
5. While obtaining a service that would require temporary removal of the persons face covering;
6. When federal or state law prohibits wearing face coverings or requires the removal of the face covering.

49.05. Violations of this ordinance shall be unlawful and is punishable by:

1. Violators shall receive a fine of \$50.
2. Payment of the above fine by mail to the city treasurer shall be deemed paid as of the date of the postmark on the envelope thereof.
3. For purposes of this section, a fine shall become delinquent if not paid within thirty (30) calendar days from the date of issuance of the violation notice.
4. [The City reserves the right to pursue delinquent violations through collections or pursuant to the process for all municipal infractions pursuant to City of Mount Vernon Code of Ordinances 4.01 and Iowa Code section 364.22.]

Commented [CP2]: Revised

49.06. Appeals.

1. Within ten (10) days of a violation a person may file with the Mount Vernon Police Department a written notice of appeal.
2. [Upon appeal, a municipal infraction shall be pursued pursuant to City of Mount Vernon Code of Ordinances 4.01 and Iowa Code section 364.22.]

Commented [CP3]: Revised

49.07. This ordinance shall be in effect after its final passage and approval as provided by Iowa Code section 380.6(1)(a).

G. Resolutions for Approval

AGENDA ITEM # G - 2

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

DATE:	October 5, 2020
AGENDA ITEM:	Resolution #10-5-2020A
ACTION:	Motion

SYNOPSIS: Kyle Skogman has asked to move phase 3 of the Spring Meadow Heights in front of phase 2. In order to complete this change, the City Council needs to agree to the proposed amendment to the Spring Meadow Heights development agreement.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #10-5-2020A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

October 5, 2020

The City Council of the City of Mount Vernon in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 6:30 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF MOUNT VERNON AND MIDWEST DEVELOPMENT CO.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2020, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A FIRST AMENDMENT TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF MOUNT VERNON AND MIDWEST
DEVELOPMENT CO.

WHEREAS, by Resolution No. 12-18-2017A, adopted December 18, 2017, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Spring Meadow Heights Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Spring Meadow Heights Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Linn County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan, as amended; and

WHEREAS, the City of Mount Vernon, Iowa ("City") and Midwest Development Co. ("Developer") previously entered into an Agreement for Private Development dated February 21, 2018 ("Original Agreement") regarding the development of certain property within the Spring Meadow Heights Urban Renewal Area ("Development Property"); and

WHEREAS, pursuant to a proposed First Amendment ("First Amendment"), the City and Developer desire to amend the Agreement to redefine which portions of the Development Property are included in Phase 2, 3, and 4 of the Project as described in the Agreement; and

WHEREAS, the First Amendment would not increase the City's obligations under the Original Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Original Agreement, as amended by the First Amendment, is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Original Agreement and the First Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account the factors set forth therein.

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

Section 1. That the performance by the City of its obligations under the Original Agreement, as amended by the First Amendment, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Original Agreement, as amended by the First Amendment, and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the First Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the First Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the First Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

PASSED AND APPROVED this 5th day of October, 2020.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

COUNTY RECORDER'S CERTIFICATE

I, _____, County Recorder of Linn County in the State of Iowa, hereby certify that on the _____ day of _____, 2020, there was filed in my office a copy of a First Amendment to the Agreement for Private Development dated _____, 2020, by and between the City of Mount Vernon in the State of Iowa, and Midwest Development Co., approved by the City Council on the _____ day of _____, 2020, all duly certified, for recording and the same is recorded in Book _____ at Page _____ of the records in my office.

County Recorder of Linn County in the State of
Iowa

(COUNTY SEAL)
01769466-1\13932-030

Type of Document: **FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF MOUNT VERNON AND MIDWEST DEVELOPMENT CO.**

Return Document to: **Chris Nosbisch
City of Mount Vernon
213 First Street NW
Mount Vernon, IA 52314**

Preparer Information: **Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611**

Taxpayer Information: **N/A**

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: See pages 6-9 of the First Amendment.
01769469-1\13932-030

AMENDMENT NO. 1
TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
THE CITY OF MOUNT VERNON, IOWA
AND
MIDWEST DEVELOPMENT CO.

THIS AMENDMENT NO. 1 (“Amendment”) to that certain AGREEMENT FOR PRIVATE DEVELOPMENT dated February 21, 2018 (“Agreement”) by and between the CITY OF MOUNT VERNON, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended, and MIDWEST DEVELOPMENT CO., an Iowa corporation having an office for the transaction of business at 411 First Avenue SE, Cedar Rapids, Iowa 52401 (the “Developer”) is made as of _____, 2020.

WITNESSETH:

WHEREAS, the City has undertaken a program for the development of a residential economic development area in the City and, in connection therewith, by Resolution No. 12-18-2017A, on December 18, 2017, adopted the Spring Meadow Heights Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as Spring Meadow Heights Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, pursuant to the Agreement, the Developer agreed to develop certain property within the Urban Renewal Area (referred to as the “Development Property”) for residential Housing Units in four phases (the “Phases”), including the construction of certain Public Improvements to serve the Housing Units, and the City agreed to provide Economic Development Grants to the Developer in support of the Project; and

WHEREAS, the Agreement allowed the Developer to complete the Phases out of numerical order by written notice to the City, and also allowed the Developer and City to change the boundaries of the Phases on the Development Property by amendment to the Agreement; and

WHEREAS, the Developer has completed the Phase 1 Public Improvements; and

WHEREAS, the Developer desires to change the portions of the Development Property included in Phases 2, 3, and 4 of the Project; and

WHEREAS, the City and Developer are willing to amend the terms of the Agreement pursuant to this Amendment in order to modify the boundaries of the Phases.

NOW THEREFORE, it is agreed by the parties:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement.

2. Boundaries of Phases on the Development Property. In order to modify the boundaries of Phases 2, 3, and 4 on the Development Property, the legal descriptions for the Phase 2, Phase 3, and Phase 4 portions of the Development Property that were contained in Exhibit A of the Agreement are hereby replaced with the respective legal descriptions on Amended Exhibit A attached hereto and made a part hereof. Furthermore, all references in the Agreement to Phase 2, Phase 3, or Phase 4 shall now mean the corresponding portion of the Development Property as described in Amended Exhibit A attached hereto.

To reflect the changed boundaries of the Phases on the Development Property, the Phase Map of Public Improvements included as Exhibit B-2 of the Agreement is hereby replaced in its entirety with the Phase Map of Public Improvements attached as Amended Exhibit B to this Amendment.

No change is made by this Amendment to the portion of the Development Property included in Phase 1 of the Project.

The parties acknowledge the provisions of Section 3.6 of the Agreement and agree that this Amendment is in compliance with the requirements of Section 3.6 with respect to the adjustment of the boundaries for Phases 2, 3 and 4.

3. Completion Schedule for Phases. For the avoidance of doubt, the parties acknowledge the schedule in Section 3.3(a) of the Agreement for completion of the Public Improvements in each Phase and agree that no change is made by this Amendment to the dates by which the respective Public Improvements in Phase 2, Phase 3, and Phase 4 must be completed; provided, however, that the portions of the Public Improvements to be completed by each date has changed due to the modification of the boundaries of Phase 2, Phase 3, and Phase 4 on the Development Property by this Amendment.

The parties acknowledge and agree that the Developer may still elect to complete Phases 2-4 in a different order, provided that Developer complies with the requirements of Section 3.3(a) in the Agreement.

4. Exhibit B-3: Estimated Costs of Public Improvements by Phase. Due to the modification of the property included in Phases 2, 3, and 4, the estimated costs of the public improvements for each Phase shown in Exhibit B-3 to the Agreement is no longer accurate. Accordingly, to reflect the changed boundaries of the Phases on the Development Property, Exhibit B-3 is hereby replaced in its entirety with the Amended Exhibit B-3 attached to this Amendment.

5. Exhibits C-2, C-3, and C-4: Certificates of Completion. Due to the modification of the legal descriptions for Phases 2, 3, and 4, the Certificates of Completion that were attached to the Agreement as Exhibits C-2, C-3, and C-4 are no longer correct in their description of the respective Phases. Accordingly, to reflect the changed boundaries of the Phases on the Development Property, Exhibits C-2, C-3, and C-4 of the Agreement are hereby replaced in their entirety with the Amended Exhibits C-2, C-3, and C-4 attached to this Amendment.

6. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Jamie Hampton, Mayor

ATTEST:

By: _____
Chris Nosbisch, City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Jamie Hampton and Chris Nosbisch, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Amendment – City of Mount Vernon, Iowa]

MIDWEST DEVELOPMENT CO.,
An Iowa corporation

By: 

Kyle Skogman, President

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Kyle Skogman to me personally known, who, being by me duly sworn, did say that he is the President of Midwest Development Co., and that said instrument was signed on behalf of said corporation; and that the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Amendment – Midwest Development Co.]

AMENDED EXHIBIT A

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Mount Vernon, County of Linn, State of Iowa, more particularly described as follows:

PHASE 1

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTH NINE AND A HALF ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER BOTH IN SECTION 10, TOWNSHIP 82 NORTH, RANGE 5 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, WOLFE-MARTIN SECOND ADDITION TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4027, PAGE 378 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N0°51'22"W 1184.67 FEET ALONG THE EAST LINE OF SAID WOLFE-MARTIN SECOND ADDITION AND THE EAST LINE OF WOLFE-MARTIN FIRST ADDITION TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 3753, PAGE 277 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND THE EAST LINE OF HOBBIE FIRST ADDITION TO MOUNT VERNON, LINN COUNTY, IOWA AS RECORDED IN BOOK 3820, PAGE 610 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND THE EAST LINE OF HOBBIE SECOND ADDITION TO THE CITY OF MOUNT VERNON, LINN COUNTY, IOWA AS RECORDED IN BOOK 4436, PAGES 508-518 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER TO THE NORTHEAST CORNER OF SAID HOBBIE SECOND ADDITION AND THE SOUTH LINE OF PARCEL A, PLAT OF SURVEY NO. 591 AS RECORDED IN BOOK 3908, PAGE 662 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N88°17'35"E 486.51 FEET ALONG SAID SOUTH LINE; THENCE S1°58'43"E 144.10 FEET; THENCE N88°01'17"E 0.22 FEET; THENCE S1°58'43"E 195.00 FEET; THENCE S88°01'17"W 2.31 FEET; THENCE S1°58'43"E 140.00 FEET; THENCE N88°01'17"E 14.81 FEET; THENCE S1°58'43"E 348.00 FEET; THENCE S88°01'17"W 30.00 FEET; THENCE S1°58'43"E 205.00 FEET; THENCE S88°01'17"W 8.11 FEET; THENCE S1°58'43"E 151.90 FEET TO THE NORTH LINE OF CANDLESTICK, PART FOUR, MOUNT VERNON, LINN COUNTY, IOWA AS RECORDED IN BOOK 1949, PAGE 447 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S88°12'19"W 64.91 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF WOLFE-MARTIN THIRD ADDITION TO MOUNT VERNON, IOWA AS RECORDED IN 4318, PAGE 24 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S88°14'51"W 419.41 FEET ALONG THE NORTH LINE OF SAID WOLFE-MARTIN THIRD ADDITION TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 586,698 SQ

PHASE 2

BEGINNING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S87°28'50"W 183.01 FEET ALONG THE NORTH LINE OF SAID CANDLESTICK, PART FIVE; THENCE S86°32'50"W 175.82 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF CANDLESTICK, PART FOUR TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 1949, PAGE 447 IN THE

OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S88°12'19"W 480.29 FEET ALONG THE NORTH LINE OF SAID CANDLESTICK, PART FOUR; THENCE N1°58'43"W 151.90 FEET; THENCE N88°01'17"E 8.11 FEET; THENCE N1°58'43"W 205.00 FEET; THENCE N88°01'17"E 30.00 FEET; THENCE N1°58'43"W 148.00 FEET; THENCE N88°01'17"E 669.00 FEET; THENCE S1°58'43"E 20.00 FEET; THENCE N88°01'17"E 139.97 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 131.81 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S1°02'03"E 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

PHASE 3

COMMENCING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 131.81 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE S88°01'17"W 139.97 FEET; THENCE N1°58'43"W 20.00 FEET; THENCE S88°01'17"W 669.00 FEET; THENCE N1°58'43"W 200.00 FEET; THENCE S88°01'17"W 14.81 FEET; THENCE N1°58'43"W 140.00 FEET; THENCE N88°01'17"E 489.76 FEET; THENCE N15°12'10"E 124.24 FEET; THENCE N23°19'12"E 60.00 FEET; THENCE NORTHWESTERLY 35.72 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (CHORD BEARS N71°07'44"W 35.68 FEET); THENCE N14°25'20"E 150.98 FEET; THENCE S71°24'29"E 291.16 FEET TO THE EAST LINE OF SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 588.27 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

PHASE 4

(PHASE 4A)

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER BOTH IN SECTION 10, TOWNSHIP 82 NORTH, RANGE 5 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 591 AS RECORDED IN BOOK 3908, PAGE 662 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N88°17'35"E 176.88 FEET; THENCE N1°58'43"W 98.69 FEET; THENCE S88°01'17"W 175.19 FEET TO THE EAST LINE OF SAID PARCEL A; THENCE N0°59'11"W 502.69 FEET; THENCE S32°48'01"E 397.74 FEET; THENCE N1°58'43"W 314.00 FEET; THENCE N88°01'17"E 132.01 FEET; THENCE EASTERLY 82.40 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS

S86°03'27"E 73.38 FEET); THENCE N88°01'17"E 126.00 FEET; THENCE S1°58'43"E 348.42 FEET; THENCE S16°50'33"W 60.00 FEET; THENCE WESTERLY 120.18 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N82°27'47"W 119.66 FEET); THENCE SOUTHWESTERLY 66.44 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS S9°00'20"W 66.33 FEET); THENCE S14°46'23"W 58.46 FEET; THENCE SOUTHWESTERLY 5.85 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (CHORD BEARS S14°09'07"W 5.85 FEET); THENCE S71°24'29"E 175.66 FEET; THENCE S14°25'20"W 150.98 FEET; THENCE SOUTHEASTERLY 35.72 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (CHORD BEARS S71°07'44"E 35.68 FEET); THENCE S23°19'12"W 60.00 FEET; THENCE S15°12'10"W 124.24 FEET; THENCE S88°01'17"W 487.45 FEET; THENCE N1°58'43"W 195.00 FEET; THENCE S88°01'17"W 0.22 FEET; THENCE N1°58'43"W 144.10 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE N88°17'35"E 18.12 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 417,474 SQ.FT., 9.58 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

(PHASE 4B)

COMMENCING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 984.89 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE S88°04'49"W 51.60 FEET; THENCE NORTHWESTERLY 172.67 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS N78°33'01"W 171.11 FEET); THENCE NORTHWESTERLY 59.86 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N69°10'10"W 59.81 FEET); THENCE N1°58'43"W 348.42 FEET; THENCE N88°01'17"E 280.29 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 411.46 FEET ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

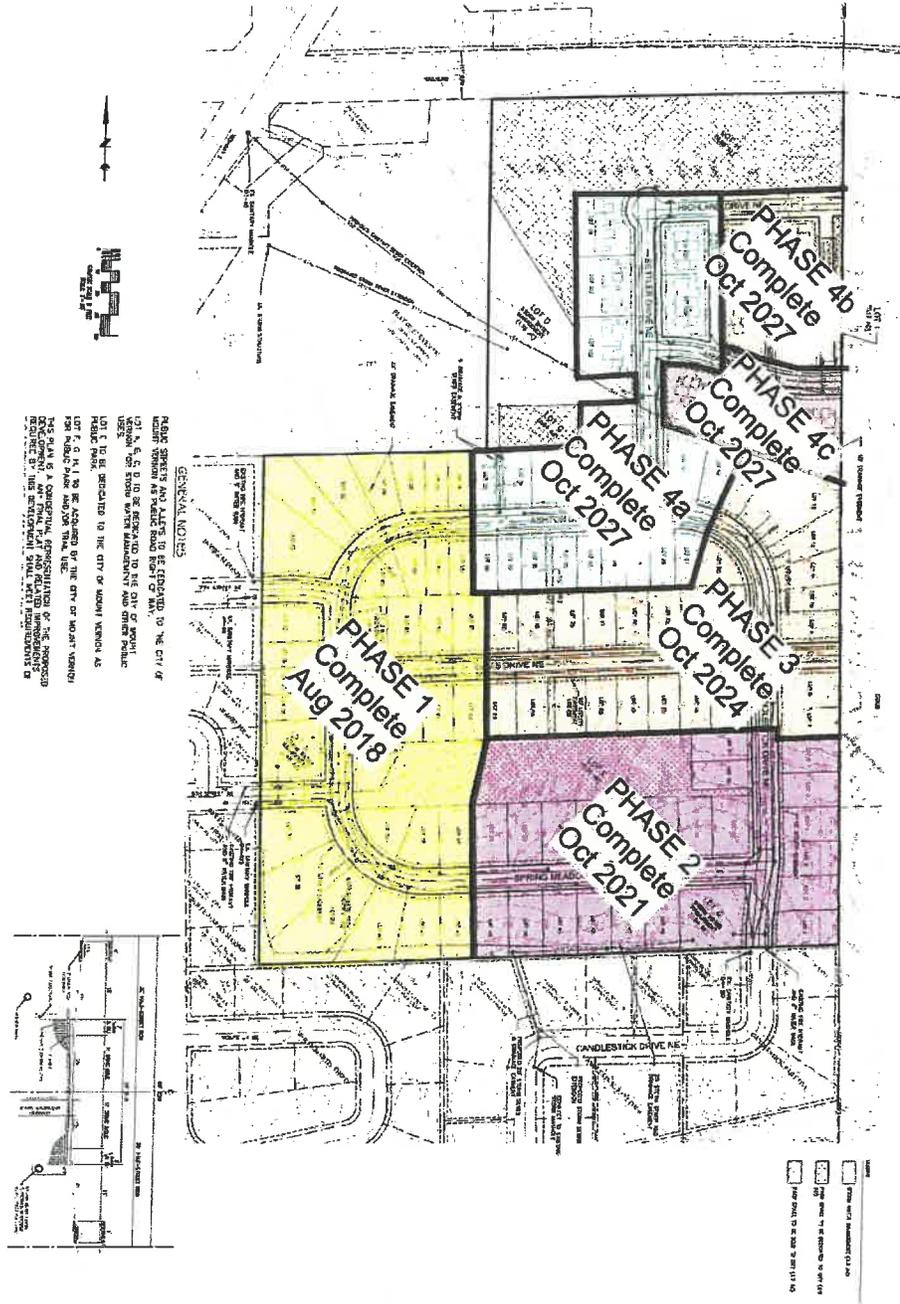
AND

(PHASE 4C)

COMMENCING AT THE NORTHEAST CORNER OF SAID CANDLESTICK, PART FIVE; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST

QUARTER OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 720.08 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE N71°24'29"W 466.82 FEET; THENCE NORTHEASTERLY 5.85 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (CHORD BEARS N14°09'07"E 5.85 FEET); THENCE N14°46'23"E 58.46 FEET; THENCE NORTHEASTERLY 66.44 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS N9°00'20"E 66.33 FEET); THENCE EASTERLY 120.18 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S82°27'47"E 119.66 FEET); THENCE N16°50'33"E 60.00 FEET; THENCE SOUTHEASTERLY 59.86 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S69°10'10"E 59.81 FEET); THENCE SOUTHEASTERLY 172.67 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS S78°33'01"E 171.11 FEET); THENCE N88°04'49"E 51.60 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 264.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

**AMENDED EXHIBIT B-2
 MODIFIED PHASE MAP OF PUBLIC IMPROVEMENTS
 (replacing Exhibit B-2 in Agreement)**



AMENDED EXHIBIT B-3

ESTIMATED COSTS OF PUBLIC IMPROVEMENTS BY PHASE, AS MODIFIED BY AMENDMENT NO. 1

Spring Meadow Heights Addition
TIF Reimbursement Tabulation

REVISED PHASING

8/16/2020

Items to be reimbursed through TIF	Estimated Cost	Percent associated with Phase of Construction in (%)					
		1	2	3	4		
1 Sanitary Sewer Extension (Elliot Park)	\$ 85,000				100%	\$ 85,000	
2 Storm Sewer Extension (Elliot Park)	\$ 65,000	100%					
		\$ 65,000					
3 Storm Sewer Extension (Candlestick Dr)	\$ 50,000	100%					
		\$ 50,000					
4 NA							
5 Trail Construction	\$ 155,000		37%	12%	5%		
			\$ 57,350	\$ 18,600	\$ 79,050		
6 NA							
7 Upgrade Storm Water Detention (3 locations)	\$ 120,000	80%	20%				(overlaid existing subsurface pipe, and addressing farm debris washing onto Elliot Parking lot near Lot 29)
		\$ 96,000	\$ 24,000				
8 Design/platting and administration for off-site infrastructure or grading improvements	\$ 38,000	65%	5%	15%	15%		
		\$ 24,700	\$ 1,900	\$ 5,700	\$ 5,700		
9 Infrastructure/Street Adjacent to Park	\$ 159,000				100%	\$ 159,000	
	\$ 672,000	\$ 235,700	\$ 83,250	\$ 24,300	\$ 328,750	\$ 672,000	
	Total	Phase 1	Phase 2	Phase 3	Phase 4	Total	

AMENDED EXHIBIT C-2
CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 2

WHEREAS, the City of Mount Vernon, Iowa (the “City”) and Midwest Development Co., an Iowa corporation (the “Developer”), did on or about the 21st day of February, 2018, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City (the “Development Property,” as described therein); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Developer to construct certain Phase 2 Public Improvements (as defined therein) in accordance with the Agreement on a portion of the Development Property more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S87°28'50"W 183.01 FEET ALONG THE NORTH LINE OF SAID CANDLESTICK, PART FIVE; THENCE S86°32'50"W 175.82 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF CANDLESTICK, PART FOUR TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 1949, PAGE 447 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE S88°12'19"W 480.29 FEET ALONG THE NORTH LINE OF SAID CANDLESTICK, PART FOUR; THENCE N1°58'43"W 151.90 FEET; THENCE N88°01'17"E 8.11 FEET; THENCE N1°58'43"W 205.00 FEET; THENCE N88°01'17"E 30.00 FEET; THENCE N1°58'43"W 148.00 FEET; THENCE N88°01'17"E 669.00 FEET; THENCE S1°58'43"E 20.00 FEET; THENCE N88°01'17"E 139.97 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 131.81 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S1°02'03"E 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING;

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 2 Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Phase 2 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released

absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 2 Public Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; Signature page to follow]

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase 2]

AMENDED EXHIBIT C-3
CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 3

WHEREAS, the City of Mount Vernon, Iowa (the “City”) and Midwest Development Co., an Iowa corporation (the “Developer”), did on or about the 21st day of February, 2018, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City (the “Development Property,” as described therein); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Developer to construct certain Phase 3 Public Improvements (as defined therein) in accordance with the Agreement on a portion of the Development Property more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF
CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED
IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY,
IOWA RECORDER; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST
LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER
OF SAID SECTION 10 TO THE NORTHEAST CORNER OF THE
NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE
N0°59'08"W 131.81 FEET ALONG THE EAST LINE OF THE SOUTHEAST
QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF
BEGINNING; THENCE S88°01'17"W 139.97 FEET; THENCE N1°58'43"W
20.00 FEET; THENCE S88°01'17"W 669.00 FEET; THENCE N1°58'43"W
200.00 FEET; THENCE S88°01'17"W 14.81 FEET; THENCE N1°58'43"W
140.00 FEET; THENCE N88°01'17"E 489.76 FEET; THENCE N15°12'10"E
124.24 FEET; THENCE N23°19'12"E 60.00 FEET; THENCE
NORTHWESTERLY 35.72 FEET ALONG THE ARC OF A 230.00 FOOT
RADIUS CURVE, CONCAVE SOUTHWESTERLY (CHORD BEARS
N71°07'44"W 35.68 FEET); THENCE N14°25'20"E 150.98 FEET; THENCE
S71°24'29"E 291.16 FEET TO THE EAST LINE OF SOUTHEAST QUARTER
OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 588.27 FEET
ALONG SAID EAST LINE TO THE POINT OF BEGINNING;

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 3 Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and

its successors and assigns, to construct the Phase 3 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 3 Public Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; Signature page to follow]

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase 3]

AMENDED EXHIBIT C-4
CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 4

WHEREAS, the City of Mount Vernon, Iowa (the “City”) and Midwest Development Co., an Iowa corporation (the “Developer”), did on or about the 21st day of February, 2018, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City (the “Development Property,” as described therein); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Developer to construct certain Phase 4 Public Improvements (as defined therein) in accordance with the Agreement on a portion of the Development Property more particularly described as follows:

(PHASE 4A)

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER BOTH IN SECTION 10, TOWNSHIP 82 NORTH, RANGE 5 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 591 AS RECORDED IN BOOK 3908, PAGE 662 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N88°17'35"E 176.88 FEET; THENCE N1°58'43"W 98.69 FEET; THENCE S88°01'17"W 175.19 FEET TO THE EAST LINE OF SAID PARCEL A; THENCE N0°59'11"W 502.69 FEET; THENCE S32°48'01"E 397.74 FEET; THENCE N1°58'43"W 314.00 FEET; THENCE N88°01'17"E 132.01 FEET; THENCE EASTERLY 82.40 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S86°03'27"E 73.38 FEET); THENCE N88°01'17"E 126.00 FEET; THENCE S1°58'43"E 348.42 FEET; THENCE S16°50'33"W 60.00 FEET; THENCE WESTERLY 120.18 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N82°27'47"W 119.66 FEET); THENCE SOUTHWESTERLY 66.44 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS S9°00'20"W 66.33 FEET); THENCE S14°46'23"W 58.46 FEET; THENCE SOUTHWESTERLY 5.85 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (CHORD BEARS S14°09'07"W 5.85 FEET); THENCE S71°24'29"E 175.66 FEET; THENCE S14°25'20"W 150.98 FEET; THENCE SOUTHEASTERLY 35.72 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (CHORD BEARS S71°07'44"E 35.68 FEET); THENCE S23°19'12"W 60.00 FEET; THENCE S15°12'10"W 124.24 FEET; THENCE S88°01'17"W 487.45 FEET; THENCE N1°58'43"W 195.00 FEET; THENCE S88°01'17"W 0.22 FEET; THENCE N1°58'43"W 144.10 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE N88°17'35"E 18.12 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 417,474 SQ.FT., 9.58 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

(PHASE 4B)

COMMENCING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 984.89 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE S88°04'49"W 51.60 FEET; THENCE NORTHWESTERLY 172.67 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS N78°33'01"W 171.11 FEET); THENCE NORTHWESTERLY 59.86 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N69°10'10"W 59.81 FEET); THENCE N1°58'43"W 348.42 FEET; THENCE N88°01'17"E 280.29 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 411.46 FEET ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

AND

(PHASE 4C)

COMMENCING AT THE NORTHEAST CORNER OF SAID CANDLESTICK, PART FIVE; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 720.08 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE N71°24'29"W 466.82 FEET; THENCE NORTHEASTERLY 5.85 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (CHORD BEARS N14°09'07"E 5.85 FEET); THENCE N14°46'23"E 58.46 FEET; THENCE NORTHEASTERLY 66.44 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS N9°00'20"E 66.33 FEET); THENCE EASTERLY 120.18 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S82°27'47"E 119.66 FEET); THENCE N16°50'33"E 60.00 FEET; THENCE SOUTHEASTERLY 59.86 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S69°10'10"E 59.81 FEET); THENCE SOUTHEASTERLY 172.67 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS S78°33'01"E 171.11 FEET); THENCE N88°04'49"E 51.60 FEET TO THE EAST LINE OF THE

SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 264.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING;

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 4 Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Phase 4 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 4 Public Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; Signature page to follow]

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase 4]

01756216-1\13932-030

AGENDA ITEM # G - 3

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

DATE:	October 5, 2020
AGENDA ITEM:	Resolution #10-5-2020B
ACTION:	Motion

SYNOPSIS: Please the attached letter of recommendation and Certificate of Completion from V&K Engineering regarding the Wagon Pass Project. The project has been completed in accordance with the plans and specifications that were approved by the Council.

BUDGET ITEM: FF

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #10-5-2020B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

RESOLUTION #10-5-2020B

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE
WAGON PASS PROJECT WITH
SCHRADER EXCAVATING AND GRADING COMPANY**

WHEREAS, on April 6, 2020 the City of Mt. Vernon entered into a contract with Schrader Excavating & Grading Company for construction of the Wagon Pass Project, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as the Wagon Pass Project, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Engineer's report, and

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

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

Section 1. That letter recommending approval of said improvements from the V&K Engineering firm is hereby accepted as having been fully completed in accordance with said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$126,269.15.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$6,313.46 be released to Schrader Excavating & Grading Company upon completion of the mandatory waiting period.

PASSED and ADOPTED this 5th day of October, 2020.

Jamie Hampton, Mayor

ATTEST:

Marsha Dewell, Deputy City Clerk



VEENSTRA & KIMM, INC.

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

October 1, 2020

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

MOUNT VERNON, IOWA
WAGON PASS DEMOLITION
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$126,269.15. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

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

Partial Payment Estimate No. 4 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City.

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

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read 'Dave Schechinger', is written over a faint, larger version of the signature.

Dave Schechinger
DRS:mmc
51327
Enclosure

CERTIFICATE OF COMPLETION

WAGON PASS DEMOLITION MOUNT VERNON, IOWA

August 7, 2020

We hereby certify that we have made an on-site review of the completed construction of the WAGON PASS DEMOLITION under the Contract as performed by Schrader Excavating & Grading Company of Walford, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is One Hundred Twenty-Six Thousand Two Hundred Sixty-Nine and 15/100 Dollars (\$126,269.15).

VEENSTRA & KIMM, INC.

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

By  _____
Title Project Engineer
Date October 1, 2020

By _____
Title Mayor
Date _____

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, OCTOBER 5, 2020

WAPSI WASTE SERVICE	GB,RECYL-SW	22,314.27
PIGOTT INC	FURNITURE DEPOSIT-CITY HALL	20,943.02
WELLMARK	INSURANCE-ALL DEPTS	18,148.77
MOTION FITNESS CO	T-WALL-LBC	11,500.00
RCL PRODUCTS	CONSULTING/QUIET ZONE PROJ	10,400.00
US BANK	CREDIT CARD PURCHASES	7,700.65
ALLIANT IES UTILITIES	ENERGY USAGE-LBC	3,989.24
P&K MIDWEST INC	JD 5075 TRACTOR	3,220.00
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	2,625.00
VEENSTRA & KIMM INC	3RD ST NATURE PARK TRAIL-GEN	2,462.21
LINN CO-OP OIL CO	FUEL-PW	2,090.44
DELTA DENTAL	INSURANCE-ALL DEPTS	1,348.92
SUN LIFE ASSURANCE COMPANY	INSURANCE-ALL DEPTS	1,219.70
MENARDS	TOOLS-LBC	1,212.30
CONFLUENCE INC	CORRIDOR STUDY	788.46
IOWA PRISON INDUSTRIES	BENCH (2)-PD	788.00
MEDIACOM	PHONE/INTERNET-LBC	657.18
VEENSTRA & KIMM INC	HWY 30 BYPASS COORDINATION	500.00
BRADY LANHAM	ADDITIONAL OUTLETS-PD CONSTR	480.00
POSTMASTER	NEWSLETTER-P&A,SW	459.91
MOUNT VERNON ACE HARDWARE	EQUIP REPAIR-FD	389.44
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	386.85
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	350.00
CEDAR VALLEY HUMANE SOCIETY	ANIMAL CONTROL	335.00
MEDIACOM	PHONE/INTERNET-FD	321.28
FELD FIRE	TOOLS-FD	308.70
TORK AUTO LLC	SIREN SPEAKERS (2)-FD	300.00
AHLERS & COONEY P.C.	MIDWEST DEV SERVICE-P&A	285.50
SHERWIN WILLIAMS CO.	SOCCER FIELD PAINT-P&REC	277.94
HAWKEYE ELECTRIC CEDAR RAPIDS	ADD OUTLET-LBC	275.40
CHRIS NOSBISCH	MILEAGE-P&A	242.08
CITY LAUNDERING CO	SERVICES-LBC	205.29
VERIZON CONNECT	INFORMATION SYSTEMS-PW	194.28
CLIA LABORATORY PROGRAM	CERTIFICATE FEE-FD	180.00
GALLS INC	UNIFORMS-PD	177.63
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	172.62
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE	166.50
JOE'S QUALITY WINDOW CLEANING	WINDOW CLEANING-PD	150.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	130.38
LYNCH FORD	ANTI-FREEZE-WAT,SEW	105.94
HAWKEYE FIRE & SAFETY CORP	SUPPLIES-WAT	104.20
JASON BLINKS	FITNESS MEMBERSHIP-PD	100.00
JASON BLINKS	FITNESS MEMBERSHIP-FD	100.00
MIDWEST SAFETY COUNSELOR	CALIBRATION-FD	90.00
TORK AUTO LLC	2009 F350 MAINT-FD	84.00
IOWA ONE CALL	LOCATES-WAT,SEW	77.40
DOUGLAS STEINMETZ	CONSULTATION-MVHPC	75.00
AAA PEST CONTROL	PEST CONTROL-PD	55.00
HAWKEYE FIRE & SAFETY CORP	SUPPLIES-RUT	50.40
ASHLEY PISARIK	SOCCER REFUND-P&REC	48.00
ARAMARK	RUGS-FD	45.00
NATALIE HAND	SOCCER REFUND-P&REC	43.00
HAWKEYE FIRE & SAFETY CORP	SUPPLIES-RUT	42.90
SARA BRANNAMAN	SOCCER REFUND-P&REC	35.00
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
JP SCHERRMAN INC	ASSY,OIL FILTER-RUT	25.99
PATTY LYNCH	REFUND-LBC	25.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, OCTOBER 5, 2020

MATT SIDERS	LABEL TAPE-LBC	24.02
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	20.93
MENARDS	SUPPLIES-LBC	20.01
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS PAY-PD	6.16
TOTAL		118,904.91

GENERAL FUND		20,777.45
ROAD USE TAX FUND		5,233.09
CAPITAL IMPROVEMENT PROJECTS		31,509.52
LOST III COMMUNITY CENTER		12,025.35
LOST III TRAILS		2,462.21
POLICE STATION CONSTRUCTION		480.00
WATER FUND		6,444.01
SEWER FUND		5,894.09
STORM WATER FUND		600.80
SOLID WASTE		24,891.59
LBC		8,586.80
TOTAL		118,904.91

AGENDA ITEM # J - 2

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

DATE:	October 5, 2020
AGENDA ITEM:	Pay Application #15 – 2019 WWTP Improvements
ACTION:	Motion

SYNOPSIS: This pay application is in the amount of \$25,950.72. This is the second pay application attributed to the modifications made to the clarifier #2.

BUDGET ITEM: Sewer

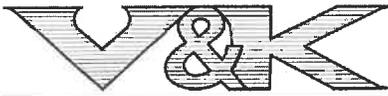
RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20



VEENSTRA & KIMM, INC.

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

September 30, 2020

PAY ESTIMATE NO. 15
WASTEWATER TREATMENT PLANT IMPROVEMENTS 2019
MOUNT VERNON, IOWA

WRH, Inc.
 P.O. Box 256
 Amana, IA 52203

Contract Amount \$1,390,000.00
 Contract Date April 1, 2019
 Pay Period August 28, 2020 - September 30, 2020

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 27,000.00	100%	\$ 27,000.00
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 139,000.00	99%	\$ 137,000.00
1.3	General Requirements	LS	xxxxx	xxxxx	\$ 152,000.00	99%	\$ 151,000.00
2.1	Demolition	LS	xxxxx	xxxxx	\$ 14,000.00	100%	\$ 14,000.00
2.2	Excavation & Backfill Clarifier	LS	xxxxx	xxxxx	\$ 78,000.00	100%	\$ 78,000.00
2.3	Excavation & Backfill UV	LS	xxxxx	xxxxx	\$ 53,000.00	100%	\$ 53,000.00
2.4	Sidewalks	LS	xxxxx	xxxxx	\$ 7,000.00	100%	\$ 7,000.00
2.5	Underground Pipe	LS	xxxxx	xxxxx	\$ 110,000.00	100%	\$ 110,000.00
2.6	Seeding & Landscaping	LS	xxxxx	xxxxx	\$ 2,000.00	0%	\$ -
3.1	Reinforcing Steel Structures & Slab	LS	xxxxx	xxxxx	\$ 62,000.00	100%	\$ 62,000.00
3.2	#25 Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 66,000.00	100%	\$ 66,000.00
3.3	#40 UV Disinfection Structure	LS	xxxxx	xxxxx	\$ 41,000.00	100%	\$ 41,000.00
3.4	#40 UV Diversion Structure	LS	xxxxx	xxxxx	\$ 19,000.00	100%	\$ 19,000.00
5.1	Misc. Metals, Handrail & Grating	LS	xxxxx	xxxxx	\$ 36,000.00	100%	\$ 36,000.00
8.1	Doors & Hardware	LS	xxxxx	xxxxx	\$ 4,000.00	100%	\$ 4,000.00
9.1	Painting	LS	xxxxx	xxxxx	\$ 107,000.00	95%	\$ 102,000.00
11.1	Slide & Sluice Gates	LS	xxxxx	xxxxx	\$ 32,000.00	100%	\$ 32,000.00
11.2	Screw Pump Rehabilitation	LS	xxxxx	xxxxx	\$ 119,000.00	100%	\$ 119,000.00
11.3	UV Disinfection Equipment	LS	xxxxx	xxxxx	\$ 229,000.00	100%	\$ 229,000.00
13.1	Prefab Aluminum Shelter	LS	xxxxx	xxxxx	\$ 29,000.00	100%	\$ 29,000.00
16.1	Electrical	LS	xxxxx	xxxxx	\$ 48,000.00	100%	\$ 48,000.00
16.2	Controls & Instrumentation	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$ 16,000.00
Contract Price:					\$1,390,000.00		\$ 1,380,000.00

MATERIALS STORED SUMMARY			
Description	# of Units	Unit Price	Extended Cost
Total			\$ -

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 1,390,000.00	\$ 1,380,000.00
Approved Change Order (list each)	Change Order No. 1	\$ 3,732.43	\$ 3,732.43
	Change Order No. 2	\$ 87,946.89	\$ 44,000.00
	Change Order No. 3	\$ 2,137.16	\$ 2,137.16
	Change Order No. 4	\$ 63,735.59	\$ 63,735.59
	Change Order No. 5	\$ 4,094.29	\$ 4,094.29
	Change Order No. 6	\$ 28,862.26	\$ 28,862.26
	Change Order No. 7	\$ 17,855.36	\$ 17,855.36
	Revised Contract Price	\$ 1,598,363.98	\$ 1,544,417.09

Stored \$ -
 Total Earned \$ 1,544,417.09
 Retainage (5%) \$ 77,220.85
 Total Earned Less Retainage \$ 1,467,196.24

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 45,053.75	
	Pay Estimate No. 2	\$ 38,632.75	
	Pay Estimate No. 3	\$ 126,454.54	
	Pay Estimate No. 4	\$ 417,866.41	
	Pay Estimate No. 5	\$ 107,784.61	
	Pay Estimate No. 6	\$ 274,623.56	
	Pay Estimate No. 7	\$ 104,986.72	
	Pay Estimate No. 8	\$ 61,780.36	
	Pay Estimate No. 9	\$ 42,927.36	
	Pay Estimate No. 10	\$ 68,875.00	
	Pay Estimate No. 11	\$ 35,892.62	
	Pay Estimate No. 12	\$ 54,343.46	
	Pay Estimate No. 13	\$ 11,400.00	
	Pay Estimate No. 14	\$ 50,624.38	

Total Previously Approved \$ 1,441,245.52
Amount Due This Request \$ 25,950.72

Percent Complete 97%

The amount \$25,950.72 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:

WRH, Inc.

Recommended By:

Veenstra & Kimm, Inc.

Approved By:

Mount Vernon, Iowa

Signature: Mark Droessler

Name: Mark Droessler

Title: Sr. Project Manager

Date: September 30, 2020

Signature: Emily Linebaugh

Name: Emily Linebaugh

Title: Engineer

Date: September 30, 2020

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM # J – 3

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

DATE:	October 5, 2020
AGENDA ITEM:	Pay Application #1 – South Alley
ACTION:	Motion

SYNOPSIS: This is the first pay application for the south alley project, and is in the amount of \$59,471.71.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

PAYMENT APPLICATION

TO:	City of Mt. Vernon 213 First St. NW Mt. Vernon, Iowa 52314	PROJECT NAME AND LOCATION:	Mt. Vernon South Alley Improv. Mt. Vernon South Alley Improvement Project	APPLICATION #	1	Distribution to:	<input type="checkbox"/> OWNER
FROM:	All American Concrete, Inc. 1489 Highway 6 West Liberty, IA, 52776	ARCHITECT:	Mt. Vernon, Iowa 52314	PERIOD THRU:	09/29/2020	<input type="checkbox"/> ARCHITECT	<input type="checkbox"/> CONTRACTOR
FOR:	Mt. Vernon South Alley Improvements			DATE OF CONTRACT:	07/27/2020	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT		\$296,064.00
2. SUM OF ALL CHANGE ORDERS		\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)		\$296,064.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		\$62,801.80
5. RETAINAGE:		
a. 5.00% of Completed Work (Columns D + E on Continuation Page)		\$3,130.09
b. 0.00% of Material Stored (Column F on Continuation Page)		\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$3,130.09
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		\$59,471.71
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$0.00
8. PAYMENT DUE		\$59,471.71
9. BALANCE TO COMPLETION (Line 3 minus Line 6)		\$236,592.29

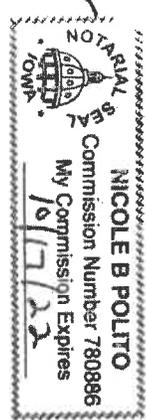
SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: All American Concrete, Inc.
By: *Jodi Simon* Jodi Simon Date: 9-29-20
State of: Iowa
County of: Muscatine

Subscribed and sworn to before me this *29th* day of *September* *2020*
Notary Public: *Nicole Polito*
My Commission Expires: *10/17/22*



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:.....
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____ Date: _____
By: _____
Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Mt. Vernon South Alley Improv. APPLICATION #: 1
 Mt. Vernon South Alley Improvement Project DATE OF APPLICATION: 09/29/2020
 Payment Application containing Contractor's signature is attached. PERIOD THRU: 09/29/2020
 PROJECT #s:

A	B	C	D		E		F	G	H	I	
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	AMOUNT SCHEDULED	QTY					WORK DESCRIPTION
1	Topsoil, On Site \$70.00 PER CY	15.00	\$1,050.00	0.00	\$0.00	0.00	\$0.00	0.00	15.00	\$1,050.00	
2	Excavation, Class 10 \$50.00 PER CY	35.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	35.00	\$1,750.00	
3	Subgrade Preparation \$4.00 PER SY	361.00	\$1,444.00	0.00	\$0.00	0.00	\$0.00	0.00	361.00	\$1,444.00	
4	Subbase, Modified \$10.00 PER SY	393.00	\$3,930.00	0.00	\$0.00	0.00	\$0.00	0.00	393.00	\$3,930.00	
5	Compaction Testing \$2,300.00 PER LS	1.00	\$2,300.00	0.00	\$0.00	0.00	\$230.00	0.10	0.90	\$2,070.00	
6	Trench Compaction Testing \$1,400.00 PER LS	1.00	\$1,400.00	0.00	\$0.00	0.00	\$1,400.00	1.00	0.00	\$0.00	
7	Storm Sewer, Trenched, RCP, 15" \$70.00 PER LF	271.00	\$18,970.00	0.00	\$0.00	0.00	\$18,970.00	271.00	0.00	\$0.00	
8	Subdrain, PVC, 4" \$45.00 PER LF	33.00	\$1,485.00	0.00	\$0.00	0.00	\$1,485.00	33.00	0.00	\$0.00	
9	Subdrain, PVC, 6" \$50.00 PER LF	136.00	\$6,800.00	0.00	\$0.00	0.00	\$6,800.00	136.00	0.00	\$0.00	
10	Subdrain, Perf. HDPE, 4" \$14.00 PER LF	57.00	\$798.00	0.00	\$0.00	0.00	\$0.00	0.00	57.00	\$798.00	
11	Subdrain Cleanout, Type A-2, 6" \$600.00 PER Each	1.00	\$600.00	0.00	\$0.00	0.00	\$600.00	1.00	0.00	\$0.00	
12	Manhole, SW-401, 48" \$3,100.00 PER Each	1.00	\$3,100.00	0.00	\$0.00	0.00	\$3,100.00	1.00	0.00	\$0.00	
13	Intake, SW-511 \$2,000.00 PER Each	1.00	\$2,000.00	0.00	\$0.00	0.00	\$2,000.00	1.00	0.00	\$0.00	
14	Manhole Adjustment, Minor \$850.00 PER Each	1.00	\$850.00	0.00	\$0.00	0.00	\$0.00	0.00	1.00	\$850.00	
15	Connection to Existing Intake \$2,200.00 PER Each	1.00	\$2,200.00	0.00	\$0.00	0.00	\$2,200.00	1.00	0.00	\$0.00	
16	Pavement, PCC, 6" \$100.00 PER SY	105.00	\$10,500.00	0.00	\$0.00	0.00	\$0.00	0.00	105.00	\$10,500.00	
SUB-TOTALS			\$59,177.00		\$0.00		\$37,178.00		63%	\$21,999.00	

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: Mt. Vernon South Alley Improv. APPLICATION #: 1
 Mt. Vernon South Alley Improvement Project DATE OF APPLICATION: 09/29/2020
 PERIOD THRU: 09/29/2020
 PROJECT #s:

A	B	C	D		E		F	G	H	I	
			AMOUNT PREVIOUS PERIODS	COMPLETED WORK	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)					TOTAL COMPLETED AND STORED (D + E + F)
17	Pavement, PCC, 7" \$105.00 PER SY	256.00 \$26,880.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	256.00 \$26,880.00	
18	PCC Pavement Samples/Testing \$1,800.00 PER LS	1.00 \$1,800.00	0.00	\$0.00	0.10	\$180.00	0.00	\$180.00	10%	0.90 \$1,620.00	
19	Removal of Sidewalk \$20.00 PER SY	15.00 \$300.00	0.00	\$0.00	15.00	\$300.00	0.00	\$300.00	100%	0.00 \$0.00	
20	Removal of Driveway \$20.00 PER SY	71.00 \$1,420.00	0.00	\$0.00	71.00	\$1,420.00	0.00	\$1,420.00	100%	0.00 \$0.00	
21	Sidewalk, PCC, 5" \$70.00 PER SY	15.00 \$1,050.00	0.00	\$0.00	15.00	\$1,050.00	0.00	\$1,050.00	100%	0.00 \$0.00	
22	Brick SW w/Pvmt. Base \$300.00 PER SY	105.00 \$31,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	105.00 \$31,500.00	
23	Driveway, Paved, PCC, 7" \$80.00 PER SY	52.00 \$4,160.00	0.00	\$0.00	52.00	\$4,160.00	0.00	\$4,160.00	100%	0.00 \$0.00	
24	Pavement Removal \$14.00 PER SY	502.00 \$7,028.00	0.00	\$0.00	426.70	\$5,973.80	0.00	\$5,973.80	85%	75.30 \$1,054.20	
25	Temporary Traffic Control \$3,600.00 PER LS	1.00 \$3,600.00	0.00	\$0.00	0.50	\$1,800.00	0.00	\$1,800.00	50%	0.50 \$1,800.00	
26	Sod \$560.00 PER Sq.	4.00 \$2,240.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	4.00 \$2,240.00	
27	Filter Sock, 12" \$8.00 PER LF	72.00 \$576.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	72.00 \$576.00	
28	Inlet Prot. Device, Surface Applied \$225.00 PER Each	1.00 \$225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	1.00 \$225.00	
29	Handrail, Steel \$123.00 PER LF	191.00 \$23,493.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	191.00 \$23,493.00	
30	Safety Rail \$157.00 PER LF	45.00 \$7,065.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%	45.00 \$7,065.00	
31	Construction Survey \$5,400.00 PER LS	1.00 \$5,400.00	0.00	\$0.00	0.10	\$540.00	0.00	\$540.00	10%	0.90 \$4,860.00	
32	Mobilization \$20,000.00 PER LS	1.00 \$20,000.00	0.00	\$0.00	0.50	\$10,000.00	0.00	\$10,000.00	50%	0.50 \$10,000.00	
SUB-TOTALS		\$195,914.00	\$0.00	\$0.00	\$62,601.80	\$0.00	\$62,601.80	\$62,601.80	32%	\$133,312.20	

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: Mt. Vernon South Alley Improv.
 Mt. Vernon South Alley Improvement Project
 APPLICATION #: 1
 DATE OF APPLICATION: 09/29/2020
 PERIOD THRU: 09/29/2020
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT QTY \$ AMT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
33	Concrete Washout \$500.00 PER LS	1.00 \$500.00	0.00	\$0.00	0.00	\$0.00	0%	1.00 \$500.00	
34	Structural Concrete \$1,000.00 PER CY	40.00 \$40,000.00	0.00	\$0.00	0.00	\$0.00	0%	40.00 \$40,000.00	
35	Electrical \$9,400.00 PER LS	1.00 \$9,400.00	0.00	\$0.00	0.00	\$0.00	0%	1.00 \$9,400.00	
36	Steel Frame for Lighting \$10.50 PER LB	2,700.00 \$28,350.00	0.00	\$0.00	0.00	\$0.00	0%	2,700.00 \$28,350.00	
37	Limestone Planter Wall \$110.00 PER SF	190.00 \$20,900.00	0.00	\$0.00	0.00	\$0.00	0%	190.00 \$20,900.00	
38	Bollard \$1,000.00 PER Each	1.00 \$1,000.00	0.00	\$0.00	0.00	\$0.00	0%	1.00 \$1,000.00	
TOTALS		\$296,064.00	\$0.00	\$62,601.80	\$0.00	\$62,601.80	21%	\$233,462.20	

AGENDA ITEM # J - 4

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

DATE:	October 5, 2020
AGENDA ITEM:	Pay Application #3 – Nature Park
ACTION:	Motion

SYNOPSIS: This pay application is in the amount of \$3,207.25.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20



VEENSTRA & KIMM, INC.

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

October 1, 2020

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

MOUNT VERNON, IOWA
3rd STREET NATURE PARK TRAIL
PARTIAL PAY ESTIMATE NO. 3

Enclosed is one copy of Partial Payment Estimate No. 3 for work completed from August 25, 2020 to September 30, 2020 under the contract between the City of Mount Vernon and Eastern Iowa Excavating & Concrete LLC.

We have reviewed the estimate and recommend payment to Eastern Iowa Excavating & Concrete LLC in the amount of \$3,207.25.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 3 to Eastern Iowa Excavating & Concrete LLC for signature and return to the City of Mount Vernon.

Please sign all copies of the partial payment estimate forwarded to you by Eastern Iowa Excavating & Concrete LLC in the spaces provided and return one signed copy to our office and one copy Eastern Iowa Excavating & Concrete LLC with payment.

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

VEENSTRA & KIMM, INC.



Dave Schechinger
DRS:mmc

51332

Enclosure



VEENSTRA & KIMM, INC.

860 22nd Avenue, Suite 4 • Coralville, Iowa 52241-1565
 319-466-1000 • 319-466-1005(FAX) • 888-241-8001(WATS)

October 1, 2020

PAY ESTIMATE NO. 3
 3rd STREET NATURE PARK TRAIL
 MOUNT VERNON, IOWA

Eastern Iowa Excavating & Concrete, LLC
 121 Nixon Street SE
 Cascade, IA 52033

Contract Amount \$167,859.64
 Contract Date May 18, 2020
 Pay Period Aug. 25, 2020 - Sept. 30, 2020

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	1	\$ 10,500.00	\$ 10,500.00	1	\$ 10,500.00
1.2	Traffic Control	LS	1	\$ 2,850.00	\$ 2,850.00	1	\$ 2,850.00
1.3	Construction Survey	LS	1	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00
1.4	Topsoil, Strip, Salvage + Spread	CY	208	\$ 61.50	\$ 12,792.00	208	\$ 12,792.00
1.5	Excavation	CY	70	\$ 123.50	\$ 8,645.00	70	\$ 8,645.00
1.6	Rmvl of Pavement	SY	81	\$ 10.00	\$ 810.00	80	\$ 800.00
1.7	Remove Sidewalk	SY	63	\$ 18.50	\$ 1,165.50	70.94	\$ 1,312.39
1.8	Rmvl of Curb & Gutter	LF	34	\$ 23.00	\$ 782.00	34	\$ 782.00
1.9	Clear & Grubbing	Unit	92	\$ 35.87	\$ 3,300.04	92	\$ 3,300.04
1.10	Modified Subbase	CY	135	\$ 56.50	\$ 7,627.50	135	\$ 7,627.50
1.11	6 Foot PCC Trail Sidewalk 6"	SY	1,014	\$ 35.50	\$ 35,997.00	1,014.83	\$ 36,026.47
1.12	PCC Curb & Gutter	LF	34	\$ 52.65	\$ 1,790.10	34	\$ 1,790.10
1.13	HMA Driveway 6"	SY	64	\$ 112.00	\$ 7,168.00	64	\$ 7,168.00
1.14	Detectable Warning Curb Ramps	SF	44	\$ 32.50	\$ 1,430.00	68	\$ 2,210.00
1.15	Water Valve Adjustment	Ea	1	\$ 680.00	\$ 680.00	1	\$ 680.00
1.16	Relocate Tee Box	Ea	1	\$ 925.00	\$ 925.00	1	\$ 925.00
1.17	Relocate Hydrant	Ea	1	\$ 2,700.00	\$ 2,700.00	1	\$ 2,700.00
1.18	Signs	Ea	4	\$ 440.00	\$ 1,760.00	4	\$ 1,760.00
1.19	Luminaires	Ea	5	\$ 4,950.00	\$ 24,750.00	2	\$ 9,900.00
1.20	Electrical Circuit	LF	470	\$ 3.50	\$ 1,645.00	470	\$ 1,645.00
1.21	Conduit, 2" Schd 40 PVC, Buried	LF	525	\$ 5.85	\$ 3,071.25	525	\$ 3,071.25
1.22	Conduit, 2" Schd 40 PVC, Bored	LF	60	\$ 8.50	\$ 510.00	30	\$ 255.00
1.23	Handhole + Junction Box	Ea	5	\$ 875.00	\$ 4,375.00	2.5	\$ 2,187.50
1.24	Electrical Service	LS	1	\$ 1,100.00	\$ 1,100.00	1	\$ 1,100.00
1.25	Painted Pav't Mark, Water Based	Sta	3.3	\$ 300.00	\$ 990.00		\$ -
1.26	Excelsior Mat Slope Protection	Sq	25	\$ 43.25	\$ 1,081.25		\$ -
1.27	Hydro-Seed	Acre	0.5	\$ 19,500.00	\$ 9,750.00		\$ -
2.1	Luminaires & accessories	Ea.	3	\$ 4,950.00	\$ 14,850.00		\$ -
2.2	Electrical Circuits	LF	290	\$ 3.50	\$ 1,015.00	290	\$ 1,015.00
Contract Price:					\$ 167,859.64		\$ 124,842.25

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 167,859.64	\$ 124,842.25
Approved Change Order (list each)		
Revised Contract Price	\$ 167,859.64	\$ 124,842.25

Stored

Total Earned \$ 124,842.25

Retainage (5%) \$ 6,242.11

Total Earned Less Retainage \$ 118,600.14

Total Previously Approved (list each)		
Pay Estimate No. 1	\$ 35,836.41	
Pay Estimate No. 2	\$ 79,556.48	

Total Previously Approved \$ 115,392.89

Percent Complete 74%

Amount Due This Request \$ 3,207.25

The amount \$3,207.25 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Eastern Iowa Excavating & Concrete, LLC

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: [Handwritten Signature]
Name: Matt Mewsk
Title: Project Manager
Date: 10-2-2020

Signature: [Handwritten Signature]
Name: Dave Schechinger
Title: Engineer
Date: October 1, 2020

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM # J - 5

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

DATE:	October 5, 2020
AGENDA ITEM:	Pay Application #3 - Wagon Pass
ACTION:	Motion

SYNOPSIS: This pay application is in the amount of \$193.23 and represents the last regular pay application before the release of retainage monies.

BUDGET ITEM: FF

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20



VEENSTRA & KIMM, INC.

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

October 1, 2020

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

MOUNT VERNON, IOWA
WAGON PASS DEMOLITION
PARTIAL PAY ESTIMATE NO. 3

Enclosed is one copy of Partial Payment Estimate No. 3 for work completed from August 1, 2020 to September 30, 2020 under the contract between the City of Mount Vernon and Schrader Excavating & Grading Company.

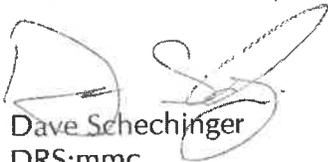
We have reviewed the estimate and recommend payment to Schrader Excavating & Grading Company in the amount of \$193.23.

By separate cover we have forwarded three copies of Partial Payment Estimate No. 3 to Schrader Excavating & Grading Company for signature and return to the City of Mount Vernon.

Please sign all copies of the partial payment estimate forwarded to you by Schrader Excavating & Grading Company in the spaces provided and return one signed copy to our office and one copy Schrader Excavating & Grading Company with payment.

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

VEENSTRA & KIMM, INC.



Dave Schechjinger

DRS:mmc
51327
Enclosure



VEENSTRA & KIMM, INC.

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

October 1, 2020

PAY ESTIMATE NO. 3
WAGON PASS DEMOLITION
MOUNT VERNON, IOWA

Schrader Excav. & Grading Company
300 Hwy 151 E
Walford, IA 52351

Contract Amount \$125,325.70
Contract Date April 6, 2020
Pay Period Aug 1, 2020 - Sept 30, 2020

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Clear + Grubb	Unit	200	\$ 21.25	\$ 4,250.00	200	\$ 4,250.00
1.2	Embankment-In-Place	CY	1,267	\$ 7.50	\$ 9,502.50	1,267	\$ 9,502.50
1.3	Excavation, CL 10, Rdwy + Borrow	CY	357	\$ 7.50	\$ 2,677.50	357	\$ 2,677.50
1.4	Excavation, CL 10, Rdwy + Borrow	CY	1,887	\$ 7.50	\$ 14,152.50	1,887	\$ 14,152.50
1.5	Excavation, CL 13, Rdwy + Borrow	CY	45	\$ 9.00	\$ 405.00	45	\$ 405.00
1.6	Compaction w/Moisture + Density C	CY	1,267	\$ 5.30	\$ 6,715.10	1,267	\$ 6,715.10
1.7	Subgrade Stabil Mat'l, Polymer Grid	SY	195	\$ 9.75	\$ 1,901.25	195	\$ 1,901.25
1.8	Modified Subbase	CY	27	\$ 35.75	\$ 965.25	37	\$ 1,322.75
1.9	Granular Surf on Rd, CL A Cr Stone	Ton	187	\$ 18.90	\$ 3,534.30	209.32	\$ 3,956.15
1.1	Macadam Stone Base	Ton	523	\$ 21.20	\$ 11,087.60	530.92	\$ 11,255.50
1.11	Rmvl of Curb	Sta	1	\$ 113.00	\$ 113.00	1	\$ 113.00
1.12	HMA HT Base, 1/2"	Ton	43	\$ 324.00	\$ 13,932.00	32.5	\$ 10,530.00
1.13	HMA HT Intermediate, 1/2"	Ton	17	\$ 355.00	\$ 6,035.00	12.85	\$ 4,561.75
1.14	HMA HT Surf, 1/2", No Fric	Ton	17	\$ 355.00	\$ 6,035.00	12.85	\$ 4,561.75
1.15	Asph Binder, Pg 58-28h	Ton	5	\$ 710.00	\$ 3,550.00	3.78	\$ 2,683.80
1.16	Rmvl of Exist Struct	LS	1	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00
1.17	Rmvl of Sign	Ea.	5	\$ 14.00	\$ 70.00	5	\$ 70.00
1.18	Remvl	LS	1	\$ 1,550.00	\$ 1,550.00	1	\$ 1,550.00
1.19	Subdrain, Std, Non-Perforated, 10"	LF	53	\$ 18.40	\$ 975.20	53	\$ 975.20
1.2	Rmvl of G'rail	LF	102	\$ 2.25	\$ 229.50	102	\$ 229.50
1.21	Curb + Gutter, PCC, 2.0'	LF	100	\$ 27.00	\$ 2,700.00	100	\$ 2,700.00
1.22	Rmvl/Reinstall Fence, Field	LF	165	\$ 3.00	\$ 495.00	165	\$ 495.00
1.23	Construction Survey	LS	1	\$ 750.00	\$ 750.00	1	\$ 750.00
1.24	Traffic Control	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00
1.25	Mobilization	LS	1	\$ 3,600.00	\$ 3,600.00	1	\$ 3,600.00
1.26	Seed + Fertilize	Acre	1	\$ 3,250.00	\$ 3,250.00	1	\$ 3,250.00
1.27	Silt Fence	LF	1,000	\$ 2.00	\$ 2,000.00	339	\$ 678.00
1.28	Rmvl of Silt Fence	LF	1,000	\$ 0.60	\$ 600.00	339	\$ 203.40
Contract Price:					\$ 125,325.70		\$ 117,339.65

SUMMARY

		Total Approved	Total Completed
Contract Price		\$ 125,325.70	\$ 117,339.65
Approved Change Order (list each)	Changer Order No. 1	\$ 8,929.50	\$ 8,929.50
	Revised Contract Price	\$ 134,255.20	\$ 126,269.15

Stored

Total Earned \$ 126,269.15

Retainage (5%) \$ 6,313.46

Total Earned Less Retainage \$ 119,955.69

Total Previously Approved (list each)			
	Pay Estimate No. 1	\$ 71,015.64	
	Pay Estimate No. 2	\$ 48,746.82	

Total Previously Approved \$ 119,762.46

Percent Complete 100%

Amount Due This Request \$ 193.23

The amount \$193.23 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Schrader Excav. & Grading Company

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: 
Name: Dave Schechinger
Title: Engineer
Date: October 1, 2020

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM # J - 6

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

DATE:	October 5, 2020
AGENDA ITEM:	Service Agreement
ACTION:	Motion

SYNOPSIS: The City of Mt. Vernon is contracting with East Central Iowa Council of Governments to administer the local LMI housing grant project. There will be two grants of \$4,000 awarded under the program and ECICOG will receive \$600 per grant to administrate the applications.

BUDGET ITEM: LMI Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

SERVICE AGREEMENT

Purpose. This SERVICE AGREEMENT is hereby entered into by the CITY OF MOUNT VERNON, IOWA (hereinafter referred to as the "CITY") and the EAST CENTRAL IOWA COUNCIL OF GOVERNMENTS (hereinafter referred to as the "SERVICE PROVIDER") for the purpose of contracting with the SERVICE PROVIDER for the project management of the CITY'S Housing Rehabilitation Assistance Program (hereinafter referred to as the "PROJECT").

Scope of Services. The SCOPE OF SERVICES for the PROJECT, as approved by the CITY, shall be made a part of this SERVICE AGREEMENT (see attached). All provisions and language of the SCOPE OF SERVICES shall be adhered to as if they were incorporated herein.

Fee. The SERVICE PROVIDER will provide project management to complete the PROJECT at the SERVICE PROVIDER'S fee of \$600 per home and not to exceed \$1,200. This fee shall include the cost of travel, preparing & printing of PROJECT documents and postage.

The CITY shall be invoiced \$600 upon completion of each home at the time the contractor submits final payment request for work done on the home. Payment is expected within thirty (30) days.

If additional, substantial unforeseen work needs to be done to properly complete the PROJECT; an addendum to the Service Agreement shall be agreed to by both parties upon stipulating the extra work and related costs.

Effective Dates. The effective starting date for the SERVICE AGREEMENT shall be _____, 2020. The SERVICE AGREEMENT shall remain in effect until April 30, 2021 or until the PROJECT is completed, unless extended by agreement of both parties.

Service Extension Period. The SERVICE PROVIDER shall provide a one-year service extension period, at no additional cost, for the purpose of correcting oversights, errors or omissions that may have occurred in preparation of the PROJECT. The service extension period shall begin upon adoption of the PROJECT by the CITY.

Termination. This SERVICE AGREEMENT may be terminated by either the CITY or SERVICE PROVIDER by submitting a written notice of termination to the other parties no less than seven days before the end date of this SERVICE AGREEMENT.

SIGNED: _____
City of Mount Vernon

ATTEST: _____
City Clerk

Date Signed: _____

SERVICE PROVIDER:

SIGNED: _____
Executive Director, ECICOG

Date Signed: _____

SCOPE OF SERVICES

- 1.1.1 Provide all general administration services, oversight and coordination of Project documentation and records, as required in current rehabilitation programs.
- 1.1.2 Conduct homeowner application intakes, requests for documents necessary for income verifications, and determine eligibility.
- 1.1.3 Meet with homeowners to determine work to be done and explain program requirements and process.
- 1.1.4 Prepare work specifications and cost estimates for each home, provide oversight of contractor bidding process, communicate with contractors, conduct any open houses or meetings, as necessary, and determine scheduling of rehabilitation.
- 1.1.5 Conduct pre-construction conferences and provide all pre-construction documents.
- 1.1.6 Conduct periodic inspections during the construction phase, including required inspections for progress payments.
- 1.1.7 Conduct final inspections and prepare all documents necessary for close-outs.
- 1.1.8 Prepare necessary documentation as requested by the City.

K. Reports-Received/File

Public Library Director Year End Report 2019-2020

Part I – Normal Library Services July 1, 2019 – March 16, 2020

1. Library Programs – Cole Library hosted 366 Community Events and Activities.

a. Early Literacy

- i. Cole Library hosts a preschool story time every Thursday morning at 9:30 a.m. I use a weekly theme that ties together stories, songs, fingerplays and a craft. Story Time lasts 30 minutes and is located in the Browsing Room on first floor. We meet in the Browsing Room because the Children's Room is too small to accommodate everyone.
- ii. Cole Library hosts the Mount Vernon Preschool three-year-old and four-year-old classes monthly.
- iii. Book Buddies, a daycare delivery program, delivers 15 books in animal-shaped backpacks monthly to Mount Vernon area daycares. This program is to support early literacy by providing a variety of appropriate literature to our young patrons who are unable to attend story time. Currently we are delivering to 2 daycares.

b. Cole Community Events

- i. Cole Community Events are events of interest to adults in the community.
 1. Fall Community Book Talk - 73
 2. 5 Master Garden Workshop – 47
 3. 2-Day Writer's Workshop – 5
 4. Filmmaker Craig Dudnick -*Alice's Ordinary People* - 15

c. Family Events

- i. Family Events provides the opportunity for families to visit the library for multi-aged programs.
 1. Live Iowa Animals - 115
 2. Blank Park Zoo – 180
 3. Jerry Barlow Story Teller – 30
 4. Board Game Camp - 15

d. Young Adult Book Discussion Groups

The Young Adult book discussion groups include a middle school group and a high school group that meet monthly in the library to discuss their current book selections. The Public Library Assistant leads the discussions. The members choose the selections which are then purchased for them to keep by Hills Bank and Trust.

- e. **Evening Adult Book Discussion Group**
Community of Readers is the adult book discussion group sponsored by Cole Library. The group meets monthly. The books are chosen by the members and vary in content. I am the facilitator for these discussions.
- f. **Daytime Adult Book Discussion Group**
The Daytime Book Discussion Group meets on the third Tuesday of each month at 9:30 a.m. It is facilitated by a library volunteer. Members choose the books that are discussed.
- g. **Summer Reading Program**
The summer reading program is a joint effort with Hills Bank and Trust, Lisbon Library, and Cole Library. Hills Bank provides the Summer Reading Kick-off party and the reading t-shirts. The libraries are responsible for putting the actual program together, assisting in promoting the program, attending and assisting at the kick-off party, distributing the t-shirts and encouraging young readers to sign-up and participate in the program. We have a program each morning Monday through Thursday: Monday - Movies, Tuesday - Lego Club, Wednesday – Craft/ STEAM Workshops, Thursday - Story Time. We also host a monarch nursery at the first floor circulation desk.
- h. **Summer Reading Program for Teens**
Our teen summer reading program is a reading for books program. The participant keeps track of the number of pages that they read. When they fill in their reading log they can exchange it for a free book. They can earn as many books as they would like. This summer we also had a program exclusively for high school students. For coming into the library they were given a scratch off ticket with the opportunity to win prizes. The goal of this program was to just get them in the door. Through promotional materials, but mostly word of mouth we saw a slight increase in high school patrons.
- i. **Summer Movies for Children**
Cole library hosts *Morning Movies* every Monday morning at 10 a.m. for the community. The library shows one feature G or PG rated movie. Mount Vernon Bank & Trust provides a free popcorn and juice box to movie goers. This year 286 children attended the movies.
- j. **Cherry Ridge Readers**
Cherry Ridge Readers is a book lending program for patrons who are unable to come to the library. The participants are mainly residents of Cherry Ridge Living Community.
- k. **Monday Matinees**
This movie program is for our mature patrons. Once a month we show a movie to adult patrons who are home in the afternoons. This free program includes watching the movie, popcorn, and a soda. The movies are on the fourth Monday at 1 p.m. The program is supported by Mount Vernon Bank and Trust.

- l. Yarn Squad**
Yarn Squad is an evening program that meets every Tuesday from 6:30 – 8:30 p.m.. It is an opportunity for fiber enthusiasts to gain knowledge and support. The group also does two charity knitting or crochet projects per year. This is a joint program with both community and college members.
- m. Seed Share Library**
The Seed Share Library is located on the first floor at the far east end. It contains open pollinated seeds that people can use in their gardens. A library board member is managing this project and arranging for seed donations.
- n. Early Out Movies for Children**
Cole Library provides an early out movie program for the early out release days at Washington Elementary School. Mount Vernon Bank and Trust supports this program with free popcorn and a drink for all movie goers. Due to weather related school closures we only showed 11 movies - 218 people attended.
- o. Lego Club**
Lego Club is a fun and inviting way for children to explore and share their creativity. Each meeting children take time to build and play with our Legos. At the end, they have the opportunity to sign “artist label” cards and display their Lego creation in the library until the next meeting. Due to the popularity of Lego Club, it now meets weekly. This year 700 patrons attended Lego Club.
- p. Wednesday Workshops – S.T.E.A.M.**
Wednesday Workshops is a science/craft related program in the summer. We limit the number of attendees and have had to expand to 2 sessions due to the popularity of the program. We had 235 people participate.
- q. Teen Program – Role Playing Games (RPG)**
Role Playing Games continue at the library. Games played included Dungeons & Dragons, Monsters of the Week, and Call of Cthulhu. RPGs are collaborative storytelling games that teach participants strategy, problem solving, acting, and improvisational story telling.
- r. School Partnership Program**
We are working with the Mount Vernon Community Schools and School Media Specialists to meet the needs of area students and teachers. During the month of December elementary students recommend a book for Cole Library to purchase for the Children’s Room. The recommending student is the first person to check the item out. In the spring I visited the elementary classes to talk about summer reading and invite them to the Summer Reading Kickoff Party and the library. The third grade class also visits the library and signs up for their own library cards. This summer Kids Club visited the library each Monday afternoon to hear a story and

check out books to read enabling them to keep up with their summer reading and earn a summer reading t-shirt.

We also host middle school students each spring for tours and the opportunity to sign up for library cards.

s. **Pod Club**

Like a book group for your ears, PodClub connects people to and through podcasts. PodClub meets once a month. Members listen to a selection of episodes from a new podcast and then gather to share and discuss.

2. Professional Development

- a. Crucial Conversations Workshop
- b. The Learning Circuit
- c. In The Middle of It All – Middle Grade Readers
- d. Mental and Emotional Wellness: Books for Young Readers
- e. Deciphering Information in a Misinformation Culture
- f. Moving Through Your Phased Reopening

Part II - Service to the Community during a Pandemic

At Cole Public Library we decided to do as much good as possible for the community of Mount Vernon with the least amount of harm. We announced to the community through Facebook, email contact lists, and our website that we would be closing the library Tuesday, March 17 at 8 p.m. Patrons were welcome to check out as many materials as they wanted and there would be no fines during this time. At 8 p.m. we locked our doors.

Grace and I continued to work in the library attending virtual meetings with the State Library of Iowa and trying to put together programs that wouldn't require patrons coming into the library. We felt that to work the programs had to be taken out to the people. We needed to find essential service points of contact. These are the points of contact that were established

Points of Contact:

- Weekly - 200 Take and Make Science Kits with Free School Lunch Distribution, – Davis Park - June
- Weekly Book Delivery and Take and Make Science Kits to Kid's Club, Washington Elementary School - June - August
- Book and Audio Book Delivery to Cherry Ridge – Mount Vernon
- Weekly Take and Make Science Kits Southeast Linn Food Pantry – Lisbon
- Curbside Pickup at Cole Library Southside Entryway – This includes Story Time to Go and Book Bundles– 533 items were checked out in the first month.

Submitted 9/17/2020

Cathy Boggs

Public Library Director

L. Discussion Items (No Action)

AGENDA ITEM # N - 1

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

DATE:	October 5, 2020
AGENDA ITEM:	Possible 28E
ACTION:	None

SYNOPSIS: Chief Shannon will provide the Council with an overview of the proposed 28E agreement and possible timeframe for implementation.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

AGENDA ITEM # N - 2

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

DATE: October 5, 2020

AGENDA ITEM: LBC Day Camp

ACTION: None

SYNOPSIS: Now that we've had a couple of different sessions, I've asked Matt to provide you with a general overview of the program.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 10/2/20

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
October 5, 2020**

- A couple of derecho related announcements. First, the City has been utilizing M&K for the hauling of wood chips from our Elliot Park location to the public works site. Second, the city hired Total Tree Care to finish cleaning up wind damage at the cemetery. They have a crane and specialized equipment to limit any additional damage to headstones from tree removal.
- Just a reminder that I will be holding another public information session on the Hwy. 30 By-Pass Plan. The meeting will occur via Zoom on Wednesday, October 7, 2020 (6 p.m. start time).
- The first half of the City Hall furnishings have been installed. Over the course of the next couple of weeks, we will be temporarily relocating staff (in City Hall) to complete the office renovations. Staff is encouraging residents to use the drop box or our over the phone options for bill payment.