

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:	November 18, 2019 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	November 15, 2019

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		

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

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

D. Consent Agenda

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

- 1. Approval of City Council Minutes – November 4, 2019 Regular Council Meeting

E. Public Hearing

- 1. Public Hearing on the Restated Linn County Fire District One/City of Mount Vernon 28E Agreement for Fire Protection and Emergency Services
 - i. Close public hearing – Proceed to G-2

F. Ordinance Approval/Amendment

- 1. None

G. Resolutions for Approval

- 1. Resolution #11-18-2019A: Approving the 28E Between Linn County and the City of Mt. Vernon for the 1st Street Overlay Project
- 2. Resolution #11-18-2019B: Approving the Restated Linn County Fire District One/City of Mount Vernon 28E Agreement for Fire Protection and Emergency Services
- 3. Resolution #11-18-2019C: Certifying the TIF Debt Incurred in CY 2019 for FY 2021 to the Linn County Auditor
- 4. Resolution #11-18-2019D: Renaming Highway 30 to Business 30 Within the Mt. Vernon City Limits

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 Zoning Code Amendment Request – Council Action as Needed
3. Discussion and Consideration of Change Order #40 – Lester Buresh Family Community Wellness Center – Council Action as Needed
4. Discussion and Consideration of Potential Flooring Change Order – Lester Buresh Family Community Wellness Center – Council Action as Needed
5. Discussion and Consideration of Gear Drive Quote – 2019 WWTF Improvements – Council Action as Needed
6. Discussion and Consideration of Mowing Contract for the Mt. Vernon Cemetery – Council Action as Needed
7. Discussion and Consideration Backup Leaf Vac Purchase – Council Action as Needed
8. Discussion and Consideration of Silver Sneaker Program at the LBC – Council Action as Needed
9. Discussion and Consideration of Marketing Expenditures for Membership Drive – Council Action as Needed
10. Discussion and Consideration of IaDOT Transfer Agreement No. 2017-4-131 – Council Action as Needed
11. Discussion and Consideration of Change Order #41 – Lester Buresh Family Community Wellness Center – Council Action as Needed
12. Discussion and Consideration of Setting a Public Hearing Date for the Final Plat for Broulik 3rd Addition – Two Mile Extraterritorial Review – Council Action as Needed

K. Reports to be Received/Filed

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

L. Discussion Items (No Action)

1. Police Department Preliminary Design Board

M. Reports of Mayor/Council/Administrator

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

N. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met November 4, 2019 at the Mount Vernon City Council Chambers with the following members present: Roudabush, West, Wieseler, Herrmann and Rose.

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

Agenda Additions/Agenda Approval. Motion to approve the Agenda made by Wieseler, seconded by Herrmann. Motion carries.

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

Approval of City Council Minutes – October 21, 2019 Regular Council Meeting
Appoint Janet Budack – Historic Preservation Commission

Resolutions for Approval

Resolution #11-4-2019A: Accepting the Public Improvement Installation for Stonebrook 6th Addition Subdivision. For both Resolution #11-4-2019A and B City Administrator Chris Nosbisch stated that the final plats have been approved. Maintenance bonds and warranties have been submitted and reviewed by City staff. V&K conducted inspections during the construction period and have reviewed the as-built drawings. Motion to approve Resolution #11-4-2019A made by Wieseler, seconded by Roudabush. Roll call vote. Motion carries.

Resolution #11-4-2019B: Accepting the Public Improvement Installation for Stonebrook 7th Addition Subdivision. Motion to approve Resolution #11-4-2019B made by Herrmann, seconded by Rose. Roll call vote. Motion carries.

Resolution #11-4-2019C: Approving the Annual Financial Report for Fiscal Year 2019. The AFR shows actual expenditures and revenues for the fiscal year 2019. Motion to approve Resolution #11-4-2019C made by Wieseler, seconded by Rose. Roll call vote. Motion carries.

Resolution #11-4-2019D: Approving the Annual Urban Renewal Report for FY 2019 to the Iowa Department of Revenue. This report shows how the TIF dollars for FY19 were used. The two housing areas are not represented because the City has not certified any debt for either location. Motion to approve Resolution #11-4-2019D made by Rose, seconded by West. Roll call vote. Motion carries.

Motions for Approval

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

AHLERS & COONEY P.C.	GO CAP LOAN NOTE, SERIES 2019	8,443.89
AHLERS & COONEY P.C.	AMENDMENT #6	319.00
AIRLOGIC	LIFT STATION SERVICE (4)-SEW	1,440.00
ALLIANT IES UTILITIES	ENERGY USAGE-PD	101.63
ARAMARK	RUGS-FD	149.59
ARAMARK	RUGS-FD	172.03
BANKCARD 8076	TEST-WC	1.00

BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	712.50
BATTERIES + BULBS	BATTERY-PD	49.90
BAUER BUILT TIRE - CEDAR RAPIDS	TIRE REPAIR/BACKHOE-RUT	54.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	67.00
BRAUN INTERTEC CORP	CONSTRUCTION & MATERIALS	2,966.75
BROWN SUPPLY COMPANY	CULVERT CONST-RUT	4,762.00
CANINE TACTICAL LLC	TRAINING-K9	350.00
CARQUEST OF LISBON	VEHICLE MAINT-FD	1.80
CARQUEST OF LISBON	VEHICLE MAINT-PW	367.26
CEDAR VALLEY HUMANE SOCIETY	ANIMAL CONTROL	260.00
CLIFTON LARSON ALLEN	AUDITOR FEES	1,000.00
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	42.00
COMFORT SOLUTIONS	SHOP FURNACE MAINT-RUT	90.00
COMMUNITY DEVELOPMENT GROUP	VIDEO TOUR PROJECT-MVHPC	500.00
CR SIGNS & LIGHTING	PATCH ART WORK-PD	180.00
DOORS INC	NEW LOCKS-PD	416.66
EMERGENCY REPORTING	FIRE & EMS SOFTWARE-FD	2,176.00
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	250.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
FUTURE LINE TRUCK EQUIPMENT	8' MAIN DRIVE LINKAGE-RUT	399.75
GALLS INC	UNIFORMS-PD	89.20
GALLS INC	UNIFORMS-PD	299.95
GARY'S FOODS	SUPPLIES-P&REC	16.15
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT,P&REC	924.24
HALEY GRANA	DEPOSIT REFUND-WAT	6.68
HAWKEYE FIRE & SAFETY CORP	EXTINGUISHER MAINT-FD	83.00
HOLIDAY INN AIRPORT & CONFERENCE	TRAINING-P&A	100.80
HOTSY CLEANING SYSTEMS INC	SOAP,HOSE REEL MAINT-RUT	228.00
IMWCA	AUDIT PREMIUM ADJUSTMENT-INS	6,744.00
IOWA LAW ENFORCEMENT ACADEMY	PRECISION DRIVING INSTRUCTOR	150.00
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-ALL DEPTS	675.00
IOWA TITLE COMPANY	ABSTRACT/ELLIOTT PARK-P&REC	225.00
IPERS	IPERS	529.10
JASON BLINKS	FITNESS MEMBERSHIP-FD	100.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	50.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-PD	307.37
LINN CO-OP OIL CO	FUEL-PW	3,189.03
LYNCH FORD	2013 EXP MAINT-PD	57.15
LYNCH FORD	5K MI MAINT,ROTATE/REPAIR TIRES	107.78
MEDIACOM	PHONE/INTERNET-PD	280.71
MEDIACOM	PHONE/INTERNET-VWTP	197.27
MEDIACOM	PHONE/INTERNET-P&REC	180.96
MOTION FITNESS CO	I-WALL-WC (1/2 PYMT)	8,497.50
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,001.12
MOUNT VERNON BANK	NSF CHECKS-WAT	728.17
MOUNT VERNON FIRE DEPARTMENT	INTERNET-FD	84.52
NATHAN GOODLOVE	MILEAGE-FD	310.30
NEAL'S WATER CONDITIONING SERV	WATER/SALT	48.40
NORTHWAY CORP	WELL #9/ACIDIZE-WAT	11,500.00
NORTHWAY CORP	WELL #9 LIGHTNING STRIKE	1,000.00
P&K MIDWEST INC	2006 DUMP TRUCK MAINT-RUT	22.72

P&K MIDWEST INC	OIL CHANGE-RUT	270.83
PAYROLL	CLAIMS	67,734.10
PAYROLL	CLAIMS	2,556.36
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	380.38
PRICE ELECTRIC	HWY 30 RAB LIGHTS-ST LIGHTS	7,255.00
RALLY APPRAISAL LLC	FS APPRAISAL-P&A	2,000.00
RAPIDS REPRODUCTIONS INC	FOAM BOARDS-WC	300.00
RELIANT FIRE APPARATUS INC	RESCUE PUMPER CHGS-FD LEVY	1,230.00
REXCO EQUIPMENT INC	EQUIP REPAIR-RUT	661.35
ROBERT BLYTHE	REFEREE-P&REC	300.00
ROTO-ROOTER	CLEAN LIFT STATIONS(3)-SEW	674.74
SPEER FINANCIAL INC	GO CAP LOAN NOTE, SERIES 2019	12,445.00
STAPLES ADVANTAGE	SUPPLIES-P&A	99.82
STATE OF IOWA	ELEVATOR SAFETY-P&A	175.00
TREASURER STATE OF IOWA	WET TAX	2,525.00
TREASURER STATE OF IOWA	SALES TAX	1,036.00
UNITED HEALTH CARE	INSURANCE	20,588.09
US BANK	CREDIT CARD PURCH-ALL DEPTS	9,806.77
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	169.85
VEENSTRA & KIMM INC	WWTP FACILITY IMPROVEMENTS 2019	5,470.04
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	2,056.00
VEENSTRA & KIMM INC	WAGON PASS DEMOLITION	2,026.48
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	786.71
VEENSTRA & KIMM INC	WWTP NPDES PERMIT RENEWAL	750.92
VEENSTRA & KIMM INC	1ST ST RR BRIDGE REPAIR	157.00
VEENSTRA & KIMM INC	5TH AVE/1ST W TRAFFIC SIGNAL	55.12
VEENSTRA & KIMM INC	BRYANT ROAD IMPROVEMENTS	55.00
WAPSI WASTE SERVICE	GB,RECY-SW	22,107.19
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	3,832.50
WENDLING QUARRIES	ROCK-RUT	764.82
WENDLING QUARRIES	ELLIOTT PARKING LOT-P&REC	3,192.42
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS	1,403.04
TOTAL		236,319.02

EXPENDITURES

2014 STREET IMPROVEMENTS	841.83
COMMUNITY CENTER OPERATIONS	8,797.50
FIRE DEPARTMENT TAX LEVY	1,230.00
GENERAL FUND	28,667.76
INSURANCE LEVY	6,744.00
LOST III COMMUNITY CENTER CONST	6,125.48
PAYROLL	70,290.46
POLICE STATION CONST	1,008.90
ROAD USE TAX FUND	25,147.97
SEWER FUND	22,712.11
SOLID WASTE	24,494.20
STORM WATER FUND	668.03
WATER FUND	31,312.82
WELLNESS CENTER-OPERATIONS	1.00
WWTP UV DISINFECTION	8,276.96
TOTAL	236,319.02

Discussion and Consideration of Pay Application #11 – Lester Buresh Family Community Wellness Center – Council Action as Needed. Pay Application #11 is in the amount of \$891,623.98. Motion to pay Pay Application #11 made by Rose, seconded by West. Motion carries.

Discussion and Consideration of Pay Application #5 – 2019 WWTF Improvements – Council Action as Needed. Pay Application #5 is in the amount of \$107,784.61. Because of weather delays and unknown design modifications V&K has contacted the IDNR requesting an extension to the project deadline. Motion to approve Pay Application #5 made by Herrmann, seconded by Wieseler. Motion carries.

Discussion and Consideration of Construction Estimate and Project Scope for the 1st Street Overlay Project – Linn County – Council Action as Needed. Linn County has contacted the City regarding a proposal outlining an overlay of 1st Street from the City limits to 3rd Ave NW. Engineers costs for the project is \$426,496.63. This project will go out for bids. Linn County will carry the debt, interest free, for two years after which the City will pay, splitting the cost between the RUT and Franchise Fee funds. V&K has reviewed the documents. Construction will occur between May 11, 2020 and August 21, 2020. Motion to approve the 1st Street overlay project as proposed by Linn County made by West, seconded by Wieseler. Motion carries.

Discussion and Consideration of Membership to the Cedar Rapids Metro Economic Alliance – Council Action as Needed. Council was asked to approve the membership cost of \$3,500.00 to the Cedar Rapids Metro Economic Alliance. Motion to approve the membership fee of \$3,500.00 made by West, seconded by Herrmann. Motion carries.

Discussion and Consideration of Future Development Agreement with John and Amanda Rhomberg – Parking Lot Improvements – Council Action as Needed. The east parking lot is privately owned by John Rhomberg but used by the City for many of the City festivals and open daily for public use. Mr. Rhomberg has asked the City to consider assisting in the cost to apply a 3" asphalt overlay. The total cost of the overlay was \$28,840.00 and would be paid for with LOST dollars. Roudabush suggested the City pay half of the cost of the project (\$14,420.00) to which other members agreed would be a fair share to pay. Staff will draw up an agreement for future council approval.

Discussion and Consideration of Creating an EIASSO Regional Safety Coordinator – Council Action as Needed. The Iowa Association of Municipal Utilities is looking to create regional safety coordinators to help facilitate safety programs and paperwork. Staff would be interested depending on the cost which will be determined by the number of communities that join from each region. Council thought it was a good idea and instructed staff to get the finalized details for review.

Discussion and Consideration of January Membership Sales to the Lester Buresh Family Community Wellness Center – Council Action as Needed. Because the opening date is not known Staff asked Council to consider a promo offering one free month to those that purchase yearlong memberships to the Wellness Center. West moved to approve one month free membership to the Wellness Center with the purchase of a one year membership, seconded by Wieseler. Motion carries.

Discussion and Consideration of Non-Profit Charges – Lester Buresh Community Wellness Center – Council Action as Needed. Council was asked to decide the question of charging non-profits wishing to use the Wellness Center. Staff is recommending no charge for government or CDG events. Other non-profits would submit requests to the Council if they want a waiver of the fee. Council was in agreement, no action needed.

Discussion and Consideration of Main Street Iowa Program Agreement – Council Action as Needed. Motion to approve the Main Street Iowa Program Agreement made by Wieseler, seconded by West. Motion carries.

Discussion and Consideration of RC Rail Rental Arrangement – Police Station – Council Action as Needed. RC Rail is currently housed at the school administration building but because of space constraints are looking for a new location. They have asked to be a tenant of the new Police station. Staff is in agreement as long as there are not substantial renovation costs involved. Rose motioned staff to start negotiating a rental agreement between the City and RC Rail, seconded by Herrmann. Motion carries.

Discussion and Consideration of Setting a Public Hearing Date for the Amended and Restated Linn County Fire District One/City of Mount Vernon 28E Agreement for Fire Protection and Emergency Services – Council Action as Needed. Motion to set the Public Hearing date for the Amended and Restated Linn County Fire District one/City of Mount Vernon 28E Agreement for Fire Protection and Emergency Services for November 18, 2019 made by Rose, seconded by Wieseler. Motion carries.

Discussion Items (No Action)

Lester Buresh Family Community Wellness Center Marketing Update. Staff presented the proposed logo to Council.

Sustainability Committee. Currently the Sustainability Committee is an adhoc group for the City. They would like the Council to consider transitioning to a commission. Council instructed staff to start the conversion process.

Reports of Mayor/Council/Administrator

Mayor's Report. The Mayor reminded all to vote tomorrow.

City Administrator's Report. The joint meeting between the planning commission and the Council is set for November 25, 2019. The planning commission will consider the plan adoption on December 11, 2019, the Council will be on December 16, 2019. Public Works continue to pick up leaves despite the snow fall. The Elliott Park expansion has been graded and prepped for seed.

As there was no further business to attend to the meeting adjourned the time being 7:50, p.m., November 4, 2019.

Respectfully submitted,
Sue Ripke
City Clerk

E. Public Hearing

AGENDA ITEM # E - 1 & G - 2

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

DATE:	November 18, 2019
AGENDA ITEM:	Public Hearing – 28E Agreement
ACTION:	Motion to Close

SYNOPSIS: The 28E needed to be amended to add the Linn County Fire District as an additional insured on the city's policy (per ICAP).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: see Resolution #11-18-2019B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	November 18, 2019
AGENDA ITEM:	Resolution #11-18-2019A
ACTION:	Motion

SYNOPSIS: The City has already agreed to move forward with the 1st Street overlay project. This is the formal 28E agreement between the City and Linn County detailing the payment structure and scope of work.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #11-18-2019A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

RESOLUTION #11-18-2019A

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF MT. VERNON AND THE LINN COUNTY FOR THE 1ST STREET OVERLAY PROJECT

WHEREAS, Linn County plans to complete an overlay project on Mount Vernon Road in CY 2020, and

WHEREAS, Linn County has agreed to extend the overlay project within the city limits of Mt. Vernon, and

WHEREAS, the 28E agreement, attached hereto and made a part thereof, outlines the terms and conditions of said arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the restated 28E agreement for the 1st Street overlay project, and authorizes the Mayor to execute said agreement.

APPROVED this 18th day of November, 2019.

Mayor

ATTEST: _____
City Clerk

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Mount Vernon, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County plan, design and let for bidding a construction project for asphalt paving on Mount Vernon Road, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Mount Vernon and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

- 1) **SCOPE OF WORK** - Design, let and construct improvements to Mount Vernon Road per plans and specifications produced by the Linn County Engineer. Work is to include asphalt paving, granular shoulders, pavement markings, staking, inspection, and other items to complete the project.
- 2) **DURATION** - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
- 3) **PURPOSE** - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
- 4) **ADMINISTRATION** - The County shall be responsible for the administration of this project.

- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction based on proposed plans and attached project estimate (Exhibit A) for the portion of the project within their corporate limits as they exist at the time the project is complete plus 7.5% for Linn County survey, design and inspection services. Payment shall be made in three equal and yearly installments with the first payment made within 30 days of receipt of detailed invoice. The remaining payments will be due on July 1st of the following two years.
 - a) Payments shall be made payable to the Iowa DOT Farm-to Market Fund.
 - b) Payment shall be mailed to: Cashier, Office of Finance, Iowa DOT, 800 Lincoln Way, IA 50010
 - c) Cover letter needs to be mailed with the check stating that it is for payment to Linn County's FM Fund for reimbursement on project FM-C057(144)—55-57.
- 8) TERMINATION: -
 - a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _____, _____, and by the City of Mount Vernon on the _____ day of _____, _____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF MOUNT VERNON, IOWA

Mayor

ATTEST:

ATTEST:

Mount Vernon City Clerk

Linn County Auditor

Linn County Secondary Road Department
Engineer's Estimate

Project No.: FM-C057(144)--55-57

Type of work: HMA Paving

Location: On Mount Vernon Road from O'Connor Road to the City of Mount Vernon

Letting Date: March 17, 2020

Estimate Date: October 11, 2019

Late Start Date: TBD

Working Days: TBD

Liquidated Damages: \$1,500/Day

Proposal Guaranty: \$125,000

Project Length: 5.9 miles

REF.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY			UNIT PRICE	AMOUNT
				DIV 1	DIV 2	TOTAL		
1	2121-7425020	GRANULAR SHLD, TYPE B	TON	1324.000	65.000	1,389.000	\$17.00	\$ 23,613.00
2	2122-5500060	PAVED SHLD, HMA, 6"	SY	5203.000	219.000	5,422.000	\$50.00	\$ 271,100.00
3	2214-5145150	PAV'T, SCARIFICATION	SY	54978.000	22010.000	76,988.000	\$1.50	\$ 115,482.00
4	2303-0002380	HMA INTERLAYER BASE, 3/8"	TON	4272.000	1247.000	5,519.000	\$41.00	\$ 226,279.00
5	2303-1031500	HMA ST BASE, 1/2"	TON	6109.000	560.000	6,669.000	\$41.00	\$ 273,429.00
6	2303-1033380	HMA ST SURF, 3/8", NO FRIC	TON	0.000	995.000	995.000	\$41.00	\$ 40,795.00
7	2303-1133500	HMA ST SURF, 1/2", NO FRIC	TON	6580.000	580.000	7,160.000	\$41.00	\$ 293,560.00
8	2303-1258283	ASPH BINDER, PG 58-28S	TON	761.300	128.100	889.400	\$520.00	\$ 462,488.00
9	2303-1258346	ASPH BINDER, PG 58-34E	TON	331.100	96.900	428.000	\$660.00	\$ 282,480.00
10	2505-6000000	G'RAIL HEIGHT ADJUSTMENT	LF	100.000	0.000	100.000	\$25.00	\$ 2,500.00
11	2527-9263117	PAINTED PAV'T MARK, DURABLE	STA	539.450	170.780	710.230	\$35.00	\$ 24,858.05
12	2527-9263143	PAINTED SYMBOL+LEGEND, DURABLE	EACH	0.000	1.000	1.000	\$200.00	\$ 200.00
13	2528-8445110	TRAFFIC CONTROL	LS	0.790	0.210	1.000	\$15,000.00	\$ 15,000.00
14	2528-8445113	FLAGGER	EACH	108.000	66.000	174.000	\$425.00	\$ 73,950.00
15	2528-8445115	PILOT CAR	EACH	22.000	6.000	28.000	\$600.00	\$ 16,800.00
16	2533-4980005	MOBILIZATION	LS	0.790	0.210	1.000	\$25,000.00	\$ 25,000.00

DIV 1 = Linn County Secondary Road Department (100%)

DIV 2 = City of Mount Vernon (100%)

Total \$ 2,147,534.05

Total (with 10% Contingency) \$ 2,362,287.46

Linn County Estimate (Div 1): \$ 1,787,008.75

10% Contingency: \$ 178,700.88

Linn County Total Estimate: \$ 1,965,709.63

Mount Vernon Estimate (Div 2): \$ 360,525.30

10% Contingency: \$ 36,052.53

Linn County Survey, Design, Inspection, and Administration (7.5%): \$ 29,743.34

Mount Vernon Total Estimate: \$ 426,321.17

RESOLUTION #11-18-2019B

RESOLUTION APPROVING THE RESTATED 28E AGREEMENT BETWEEN THE CITY OF MT. VERNON AND THE LINN COUNTY FIRE DISTRICT #1 FOR FIRE AND EMERGENCY SERVICES

WHEREAS, the City of Mt. Vernon has historically operated a volunteer fire department in partnership with Linn County Fire District #1, and

WHEREAS, both entities desire to move to a contractual arrangement for fire and emergency services, and

WHEREAS, the Linn County Fire District #1 would contract with the City of Mt. Vernon for fire and emergency services, and

WHEREAS, the 28E agreement, attached hereto and made a part thereof, outlines the terms and conditions of said arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the restated 28E agreement for fire and emergency services, and authorizes the Mayor to execute said agreement.

APPROVED this 18th day of November, 2019.

Mayor

ATTEST: _____
City Clerk

**AMENDED AND RESTATED LINN COUNTY FIRE DISTRICT
NUMBER ONE / CITY OF MOUNT VERNON 28E AGREEMENT
FOR FIRE PROTECTION AND EMERGENCY SERVICES**

This Agreement, pursuant to Chapter 28E, Code of Iowa, is made and entered into by and between the Linn County Fire District Number One, hereinafter the "District," and the City of Mount Vernon, Linn County, Iowa, hereinafter the "City."

WHEREAS, the District and the City have given mutual notice of their intent and desire to amend and restate a previous Chapter 28E agreement and all addenda thereto, hereinafter the "2019 28E Agreement," entered into by the parties in or around July 2019;

WHEREAS, the City currently provides all property and liability insurance for the Fire Station (hereafter defined);

WHEREAS, the Board of Trustees of Linn County Fire District Number One, hereinafter the "Board of Trustees," and the City Council of Mount Vernon, Iowa, hereinafter the "City Council," expressed their support for entering into an agreement whereby the City will provide fire protection and emergency services to the District;

WHEREAS, it is the desire of both parties to join in this Agreement in order to achieve their mutual goal and fulfill their respective responsibilities to provide the most effective and efficient fire protection and emergency services for the public served by them in accordance with Iowa Code sections 357B.1 (District) and 364.16 (City);

WHEREAS, this Agreement has been negotiated and prepared pursuant to the direction of the said Board of Trustees and the City Council to effectuate an agreement for the provision of fire protection and emergency services to the District and the City;

WHEREAS, both the District and the City are authorized under Chapter 28E of the Code of Iowa to enter into a joint agreement for this purpose;

WHEREAS, the District and the City hereby agree as follows:

1. PURPOSE. Pursuant to Chapter 28E, Code of Iowa, the parties do hereby agree that the purpose of this Agreement is to provide fire protection and emergency services to the District and the City under the terms, limitations and conditions set out in this Agreement.

2. FIRE DEPARTMENT ESTABLISHED. The City has established by ordinance the Mount Vernon Fire Department, hereinafter the "Fire Department," which is responsible for fire protection and emergency services in the City. Except as otherwise specifically provided for by this Agreement, the Mayor and the City Administrator of the City of Mount Vernon, shall be responsible for direct supervision and management of the Fire Department in accordance with the City's Code of Ordinances, policies and practices.

3. MANAGEMENT. The Fire Chief of Mount Vernon and the other Department officers shall have management and control of the daily operations of the Fire Department, subject to the general

supervision and management by the Mayor and the City Administrator in accordance with the City's Code of Ordinances.

4. PROVISION FOR SERVICES. By and in accordance with the terms, conditions and limitations of this Agreement, fire protection and emergency services shall be provided by the Fire Department to the District and to the City. Townships surrounding the District shall continue to contract with the District separately. Any such agreements do not obligate the City in any way.

5. ADVISORY BOARD MAINTAINED. By this Agreement, the Fire Department Advisory Board, hereinafter the "Advisory Board" created under the 2010 28E agreement shall be maintained, and all current members of the Advisory Board shall maintain their seat for the remainder of the term provided for in the 2010 28E Agreement. The Advisory Board shall consist of the City Administrator (Chair), the District Clerk (Vice Chair), three (3) District Trustees (appointed by the District), a City Council member (appointed by the City Council), and a citizen representative (appointed jointly by the District Trustees and the City Council). The terms for the City Administrator and the District Clerk are indefinite; the terms for the District Trustees and the City Council member shall be for one year, beginning January 1 and ending December 31 of each year; and the term for the citizen representative shall be for two years, beginning on July 1 in even numbered years. The Advisory Board is responsible for reviewing all the operations and finances of the Fire Department and making reports and recommendations concerning the same, as set forth in this Agreement and as it deems appropriate, to the District and the City but shall not interfere or supersede the authority of the City Administrator, the Mayor or the City Council with respect to their duties and responsibilities regarding the Fire Department, as established by state law and City ordinance.

- A. The Advisory Board shall meet regularly as necessary for pending business, but no less than twice a year. The Fire Chief of Mount Vernon and other Department officers shall make regular reports and provide records to the Advisory Board as requested by the Advisory Board and, further, as determined to be appropriate or necessary by the Fire Chief of Mount Vernon.
- B. The Advisory Board shall, from time to time but not less than once a year, report to the District and the City Council its findings and recommendations concerning the organization, personnel, equipment, operations, budget, and finances of the Fire Department. Whenever the Advisory Board provides only one party with any specific report or recommendation, a copy of the report or recommendation shall be provided to the other party.
- C. The Advisory Board shall provide recommendations with respect to long-term planning of the Fire Department to the District and the City, including but not limited to amendments to this Agreement, budgeting for capital expenditures not sufficiently accounted for through the annual budget and appropriations processes of the two parties, and other matters it deems appropriate.
- D. The Advisory Board shall be responsible for reviewing all financial matters related to the Fire Department, including but not limited to appropriations and contributions made for

fire protection and emergency services, whether public or private. Further, the Advisory Board shall ensure that funds raised or received by any private organization related to the Fire Department are fully accounted for, subject to auditing, and used for appropriate and legal purposes, and may make recommendations concerning the same to the District and the City.

- E. The Advisory Board may make other reports and recommendations to the District and the City as it deems appropriate in furtherance of the goal to provide effective and efficient fire protection and emergency services to the District and the City.
- F. Generally, the District Trustees are only entitled to one (1) vote for the entire group. In the Event the Advisory Group has an equal number of City Council members and District Trustees, each District Trustee is entitled to one (1) vote, entitling the group to three (3) votes.

6. BUDGET. On or before January 1 of each year, the Fire Chief of Mount Vernon shall cause to be prepared a preliminary fiscal year line item budget for the operation and maintenance of the Fire Department for the succeeding fiscal year. The proposed budget for the Fire Department shall be submitted to the City Administrator and the District Clerk on or before January 15. The City Administrator, the District Clerk, and the Fire Chief of Mount Vernon shall consult regarding any changes between the preliminary and final budget for the Fire Department, as approved separately by the Board of Trustees and the City Council. Said budget shall reflect estimated expenses for the operation and administration of the Fire Department. Operations, inventory and maintenance records shall be maintained by the Fire Department and available to the District, the City, and the Advisory Board for inspection when requested and, further, when determined appropriate or necessary by the Fire Chief of Mount Vernon.

7. PROPERTY BUYBACK. If this Agreement is terminated within twenty (20) years of execution of the Agreement, the City shall buyout the District's share of the shared equipment, vehicles, and other personal property as identified in Exhibit A ("Buyout Equipment"). The City and District agree that Exhibit A sets the valuation of equipment. The [Buyout Equipment](#), vehicles and other personal property previously owned jointly by the parties or owned solely by the District, pursuant to the 2010 28E agreement, and identified in Exhibit A, comprises a total agreed value of \$1,066,035.00 ("Total Equipment Amount"). Of the Total Equipment Amount, the City's share is \$533,017.50 ("Equipment Buyback Amount"). If this Agreement is terminated within twenty (20) years of execution of the Agreement, the City shall have two (2) years to pay the Equipment Buyback Amount to the District. All property subject to this Paragraph shall be transferred to the City effective upon execution of this Agreement. Furthermore, upon the execution of this Agreement, the City will be solely responsible for buying future equipment, which will then be the sole property of the City.

Notwithstanding any payment by the City to the District, the City shall maintain full ownership of Fire Truck 215 and any other personal property of which the City had sole ownership under the 2010 28E Agreement. The District shall execute and provide to the City all necessary and appropriate documentation to transfer the ownership of all property to the City. Absent said documentation, the parties agree that all personal property is, as of the execution of this Agreement,

property of the City. Upon termination of this Agreement, all personal property previously owned by the City, transferred to the City by this Agreement, or acquired during the duration of this Agreement shall remain property of the City.

8. REAL PROPERTY.

- A. The City's fire station and the underlying real estate, located at 606 2nd Ave Southwest, Mount Vernon, Iowa, hereinafter the "Fire Station" is the property of the City, and shall remain property of the City upon termination of this Agreement.
- B. Fire Station expenses (building and real estate) shall be the responsibility of the City and shall include the maintenance of the Fire Station, improvements to the Fire Station and the underlying real estate, ~~and property and liability insurance for the Fire Station building and underlying real estate.~~

9. INSURANCE.

- A. The City shall provide general liability insurance. The District shall be named as an additional insured under the City's liability policy.
- B. The City shall provide property and liability insurance for the Fire Station building and underlying real estate. The District shall be named as an additional insured.

Formatted: Indent: Left: 0", First line: 0.25"

Formatted: Indent: Left: 0.5", Hanging: 0.19"

910. REVENUE PROCUREMENT.

- A. For the fire protection and emergency services contemplated under this Agreement, the District and the City agree to expend all efforts to procure the revenues necessary to support the Fire Department and, further, to use these revenues for the operational and capital improvement expenses of the Fire Department, as specified herein.
- B. The Board and the District hereby agree to levy an annual tax in the maximum amount allowable under Iowa Code § 357B.3(1) to pay the District's portion of the operational expenses under this Agreement. The Board and the District further agree seventy percent (70%) of the levy set forth in Iowa Code § 357B.3(1) shall go toward the operational expenses of the Fire Department. All additional operational expenses shall be paid by the City.
 - i. Operational expenses are all expenses necessary for the operations, training, and administration of the Fire Department and its personnel and shall include the following:
 - a. All expenses incurred when providing fire protection and emergency services;
 - b. All personal property acquisitions, repairs, and maintenance;
 - c. Personal property insurance, liability insurance, and workers' compensation insurance;
 - d. All fuel, training and personnel expenses;

- e. All administrative expenses related directly to the Fire Department;
- f. All outsourced accounting and auditing expenses related to public monies, specifically for the Fire Department, and incurred by the City; and
- g. All expenses for the following utilities: electricity, natural gas, water, sewer, refuse collection, telephone, and other communications systems.

14011. **RENT.** The rent payments by the District to the City under the 2010 20E Agreement are hereby discontinued.

14112. **TERM OF AGREEMENT.** This Agreement shall run perpetually with the exception that it may be terminated by majority vote of the Board of Trustees or by majority vote of the City Council any time upon any representative of one party giving to any representative of the other party written notice thereof, and termination of this Agreement shall be completed sixty (60) days from the date of the notice given. In the event of termination, the City shall have two (2) years from the date of notice to complete the property buyback authorized under Paragraph 7 of this Agreement. Furthermore, in the event of a termination, it shall be the responsibility of the Board and the District to procure firefighting services for their service area.

14113. **AGREEMENT ADMINISTRATORS.** The Clerk of the District and the City Administrator of the City shall serve as joint administrators of this Agreement.

14114. **MATTERS NOT COVERED.** Any details or matters not covered herein requiring classification or determination at any time during the period of time this Agreement is in force are to be mutually discussed and determined by majority vote of the Board and by majority vote of the City Council.

14115. **DEFAULT.** In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 days from the date of its receipt of the notice of default to correct the default. If at the end of said 30 day period the default has not, in the opinion of the aggrieved party, been corrected, that party may, at its option, terminate this Agreement.

14116. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.

14117. **APPROVAL OF AGREEMENT.** The District and the City shall each, by appropriate resolution, approve the execution of this joint Agreement before the Agreement shall be in force. Upon approval by both parties, this Agreement supersedes any prior agreements of the parties.

1718. PRIOR AGREEMENTS. This Agreement supersedes and makes null and void all previous agreements between the parties, written and verbal, including but not limited to the 2010 28E Agreement and its addenda and amendments.

1819. FILING. Before entry into force, this Agreement shall be filed with the Secretary of State.

STATE OF IOWA)
) ss
COUNTY OF LINN)

Signed this ____ day of _____, 2019.

LINN COUNTY FIRE DISTRICT NUMBER ONE

By: Russell L. Hotz, Chairperson of Trustees

ATTEST

By: Craig Smith, Clerk

Subscribed and sworn to before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Russell L. Hotz and Craig Smith, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of Trustees and Clerk of Linn County Fire District Number One, executing the above and foregoing instrument to which this is attached; that said instrument was signed on behalf of the Board of Trustees of Linn County Fire District Number One by authority of its Board by resolution passed on the ~~21st~~ ____ day of ~~May~~ November, 2019; and that Russell L. Hotz and Craig Smith, as Chairperson of Trustees and Clerk, respectively, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Linn County Fire District Number One by it and by them voluntarily executed.

NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA)
) ss
COUNTY OF LINN)

Signed this ____ day of _____, 2019.

CITY OF MOUNT VERNON, IOWA

By:
Jamie Hampton, Mayor

ATTEST

By:
Chris Nosbisch, City Administrator

Subscribed and sworn to before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Jamie Hampton and Chris Nosbisch, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Mount Vernon, Iowa, executing the above and foregoing instrument to which this is attached; that said instrument was signed on behalf of the City of Mount Vernon, Iowa, a municipal corporation, by authority of its City Council by resolution passed on the ~~20th~~ ____ day of ~~May~~ November, 2019; and that Jamie Hampton and Chris Nosbisch acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the City of Mount Vernon, Iowa by it and by them voluntarily executed.

NOTARY PUBLIC, STATE OF IOWA

AGENDA ITEM # G - 3

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

DATE:	November 18, 2019
AGENDA ITEM:	Resolution #11-18-2019C
ACTION:	Motion

SYNOPSIS: This is the annual TIF ask for the City. The City created \$500,000 in new TIF debt this year when they certified the purchase of the police station. If you look at Form 2, you will see the amount of TIF monies certified for the city this year (\$649,290). The initial \$100,000 for the interfund loan will replace dollars used from franchise fees. The general obligation debt from 2007 will be completed after our 2020 certification (two years until paid). New forms may be provided to you on Monday as I am seeking clarification on the TIF debt certification for Spring Meadow Heights and Stonebrook.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #11-18-2019C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

RESOLUTION #11-18-2019C

A Resolution certifying to County Auditor, TIF debt incurred in CY2019 for FY2021.

Motion made by _____, seconded by _____ to _____
Resolution #11-18-2019C

Resolution #11-18-2019C _____ on November 18, 2019, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, Asst. Administrator/City Clerk

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Mount Vernon County: Linn

Urban Renewal Area Name: Mount Vernon Urban Renewal Area

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 500,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

On (Insert Date) The City approved the interfund loan of \$500,000 for the purchase of a new police sub-station to be paid back from TIF Revenues over five years.

Dated this _____ day of _____, _____

Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Mount Vernon County: Linn

Urban Renewal Area Name: Mount Vernon Urban Renewal Area

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Interfund Loan from Water Treatment Depreciation Fund, Sewer Plant Depreciation Fund and General Fund to TIF TIF Portion \$500,000 to be paid over 5 years		500,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 500,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Mount Vernon County: Linn

Urban Renewal Area Name: Mount Vernon Urban Renewal Area

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Mount Vernon County: Linn

Urban Renewal Area Name: Mount Vernon Urban Renewal Area

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
---	-----------------	---------------

11. _____

'X' this box if a rebate agreement. List administrative details on lines above.

12. _____

'X' this box if a rebate agreement. List administrative details on lines above.

13. _____

'X' this box if a rebate agreement. List administrative details on lines above.

14. _____

'X' this box if a rebate agreement. List administrative details on lines above.

15. _____

'X' this box if a rebate agreement. List administrative details on lines above.

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

AGENDA ITEM # G - 4

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

DATE:	November 18, 2019
AGENDA ITEM:	Resolution #11-18-2019D
ACTION:	Motion

SYNOPSIS: Existing Hwy 30 must be renamed now that the Iowa DOT has opened the Hwy 30 bypass. Lisbon, Mt. Vernon, and Linn County have agreed to the name "Business 30" in order to maintain consistency for emergency services. Property owners within the City of Mt. Vernon have received letters notifying them of the impending change. City staff will notify the post office of the change once the Council takes action.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #11-18-2019D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

RESOLUTION NO. #11-18-2019D

**RESOLUTION RENAMING HIWGHWAY 30 TO BUSINESS 30 WITHIN THE
MOUNT VERNON CITY LIMITS**

WHEREAS, the Iowa DOT initiated the construction of the Highway 30 by-pass around Mt. Vernon and Lisbon, and

WHEREAS, the by-pass is now designated as Hwy 30, necessitating a name change for the current stretch of Hwy 30, and

WHEREAS, the Cities of Lisbon and Mt. Vernon, and Linn County have agreed to rename this street as Business 30;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, does hereby rename the right of way currently known as “Highway 30” to “Business 30” as established in Chapter 139 of the Mt. Vernon municipal code.

PASSED AND APPROVED this 18th day of November, 2019.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, NOVEMBER 18, 2019

GARLING CONSTRUCTION INC	WELLNESS CENTER	891,623.98
WRH INC	WWTP IMPROVEMENTS 2019	107,784.61
PAYROLL	CLAIMS	64,426.43
DE NOVO MARKETING	MARKETING-WC	22,320.00
WENDLING QUARRIES	ELLIOTT PARKING LOT-CIP	12,257.36
PHELANS	FURNITURE-WC	8,192.46
OPN ARCHITECTS	WELLNESS CENTER	6,480.87
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	4,081.41
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	3,925.00
RICHARD BURROUGHS	CEMETERY MAINT	3,750.00
CEDAR RAPIDS METRO ECON ALLIANCE	MEMBERSHIP-ECON DEV	3,500.00
GROUP SERVICES INC	INSURANCE-ALL DEPTS	3,445.57
HILLS BANK & TRUST COMPANY	2015 GO BOND	2,516.75
MARTIN EQUIPMENT	JD310 BACKHOE/SHIFTING ISSUE	2,123.36
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES	2,070.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,000.00
CONFLUENCE INC	CORRIDOR STUDY	1,863.25
RHINO INDUSTRIES INC	CHEMICALS-SEW	1,694.00
REC DESK LLC	ANNUAL SUBSCRIPTION-WC	1,400.00
SUN LIFE ASSURANCE COMPANY	INSURANCE-ALL DEPTS	1,281.38
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	1,117.00
WEX BANK	FUEL-PD	1,101.69
ALLIANT IES UTILITIES	ENERGY USAGE-FD	743.32
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	730.57
USA BLUE BOOK	SUPPLIES-WAT	645.67
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	589.30
ALLIANT IES UTILITIES	ENERGY USAGE-WC	559.09
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	539.91
ALLIANT IES UTILITIES	ENERGY USAGE-WC	526.81
HENDERSON PRODUCTS INC	VALVE-RUT	513.50
MOUNT VERNON PHARMACY	VACCINES-ALL DEPTS	376.64
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTIONS-P&A	321.02
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	285.81
APPLE CREEK KENNEL	BOARDING/MONSTER-K9	266.00
HOTSY CLEANING SYSTEMS INC	EQUIP REPAIR-RUT	228.00
VERIZON CONNECT	INFORMATION SYSTEMS-PW	227.40
MEDIACOM	PHONE/INTERNET-POOL	173.02
US CELLULAR	CELL PHONE-PD	163.98
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	161.33
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	148.48
MENARDS	DRY WALL TOOLS-RUT	145.12
STAPLES ADVANTAGE	PAPER,WALLETS-P&A,PD	116.43
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	108.63
USA BLUE BOOK	SUPPLIES-WAT	92.95
MATT SIDERS	MILEAGE-P&REC	75.40
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	71.99
LYNCH FORD	5K MI MAINT,ROTATE TIRES-PD	69.16
AIRGAS INC	CYLINDER RENTAL FEE-PW	64.93
CENTURY LINK	PHONE CHGS-PD	56.65
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-WAT,SEW	42.00
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	40.76
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	40.76
EMS LEARNING RESOURCES CENTER	TRAINING-FD	20.00
EMS LEARNING RESOURCES CENTER	TRAINING-FD	20.00
MT VERNON CAR WASH	CAR WASH-PD	16.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, NOVEMBER 18, 2019

STAPLES ADVANTAGE	EAR PLUGS-P&A	14.99
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	13.25
TOTAL		1,157,313.99

EXPENDITURES		
GENERAL FUND		14,667.31
ROAD USE TAX FUND		15,348.25
CAPITOL IMPROVEMENT PROJECTS		12,257.36
DEBT SERVICE		2,516.75
LOST III COMMUNITY CENTER-CONSTRUCTION		907,383.21
WWTP UV DISINFECTION		107,784.61
WATER FUND		5,551.81
SEWER FUND		3,019.64
STORM WATER FUND		137.08
SOLID WASTE		501.54
COMMUNITY CENTER-OPERATIONAL		23,720.00
PAYROLL		64,426.43
TOTAL		1,157,313.99

REVENUES - OCTOBER		
GENERAL FUND		1,435,232.63
PUBLIC SAFETY		69,992.60
PUBLIC WORKS		247,264.24
CUTURE & RECREATION		16,595.37
DEBT SERVICE		2,216,943.26
TOTAL		3,986,028.10

AGENDA ITEM # J - 2

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

DATE:	November 18, 2019
AGENDA ITEM:	Possible Zoning Code Amendment
ACTION:	Motion

SYNOPSIS: At the planning and zoning commission meeting on Wednesday, November 18, 2019, a request was made of the commission to review the zoning regulations related to first floor apartments within the Town Center. The commission would like to gauge the Council's interest in possible changes before they spend a great deal of time on a possible amendment. I will elaborate on this topic at the council meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Possible Motion to Refer to P&Z

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

AGENDA ITEM # J - 3

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

DATE: November 18, 2019

AGENDA ITEM: Change Order #40 – LBC

ACTION: Motion

SYNOPSIS: Change order #40 was for the additional of an outlet and switch for the garbage disposal. The kitchen walls are all cmu (concrete masonry) construction, adding to the expense of the new outlet. The work has already been completed as it fell below the \$3,000 threshold.

BUDGET ITEM: LBC Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #40

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 398-3340 319-444-3409 • Fax: (319) 398-3363 319-444-2437

COR #. 0040

Date	Wednesday, November 13, 2019
Project: Lester Buresh Family Community Wellness Center	
Added outlet and switch for garbage disposal per RFI 047 instructions.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00043	Add Air Switch for Dispos				184.000	5.0000	\$193.20
00043	Added power and outlet.				1451.710	5.0000	\$1,524.30
00043	2% Performance Bond	Insurance Expense		0.000			\$34.35

PROPOSAL SUMMARY

	\$1,717.50
Insurance Expense	\$34.35
Net Costs	\$1,751.85

Proposal Total **\$1,751.85**

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x _____ Date: _____

OPN ARCHITECTS

Owner: x _____ Date: _____


 PM: x _____ Date: 11/13/2019
 Brian L Ridge, Project Manager

BOWKER MECHANICAL CONTRACTORS, LLC.



RFI PRICING SUMMARY

MR. BRIAN RIDGE **FROM:**
JEFF WENZEL

COMPANY: **DATE:**
GARLING CONSTRUCTION CO. NOVEMBER 7, 2019
CEDAR RAPIDS, IA

RE: RFI # 47

PROJECT: **DESCRIPTION:**
Lester Buresh Family Community Wellness Center ADD AIR SWITCH FOR GARBAGE
Mount Vernon, IA DISPOSAL IN CATERING ROOM

WE HAVE RECEIVED AND REVIEWED RFI No. 47 FOR THE ABOVE REFERENCED PROJECT AND PROVIDE THE FOLLOWING ADDITIONAL COST INFORMATION:

MATERIAL:		\$	75.00
LABOR:			<u>85.00</u>
	Subtotal:	\$	160.00
OVERHEAD & FEE (15%)			<u>24.00</u>
	TOTAL:	\$	184.00

PLEASE ADVISE OF ANY ACTION ON THIS PROPOSAL.

AGENDA ITEM # J – 4

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

DATE:	November 18, 2019
AGENDA ITEM:	Possible Flooring Change Order
ACTION:	Motion

SYNOPSIS: The moisture levels of the concrete have remained high for both the track and gym floor areas of the LBC. The City is waiting for information about the proposed costs of adding another barrier to the floor construction. Initial estimates are in the neighborhood of \$10,000, but we will not be able to wait until the first meeting in December if we are to stay on schedule.

BUDGET ITEM: LBC Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Handed Out at the Meeting

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

AGENDA ITEM # J - 5

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

DATE: November 18, 2019

AGENDA ITEM: Gear Drive Quote

ACTION: Motion

SYNOPSIS: The Council approved the replacement of the screw pump for the treatment facility as a part of the 2019 improvements. However, the gear box controlling the screw pump was not considered. After review, Alex is recommending the gear box be replaced as well. I have asked for additional information from V&K, and will provide that documentation as soon as it is received.

BUDGET ITEM: Sewer Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19



1022 E Devon Ave, BARTLETT IL 60103
T: (630) 837-5640 F: (630) 837-5647 E: parts@lakeside-equipment.com
https://www.lakeside-equipment.com/

PARTS REPLACEMENT QUOTE

DATE: 11/12/2019

EMAIL: MDROESSLER@WENDLERINC.COM

FOR: CITY OF MT. VERNON

SUBJECT: Quote #:00-136 MT. VERNON, IA

ATTN: MARK DROESSLER

QUOTE NO: Q19000227

FROM: JOHNSON DAVE

Replacement Parts

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the message to the intended recipient, YOU ARE HEREBY NOTIFIED that any dissemination, distribution, publication, or copying of this message is strictly prohibited. If you have received this message in error, please notify Lakeside immediately by phone at 630-837-5640 and return the message by U.S. Mail.

Dear : MARK DROESSLER

We are pleased to quote the following replacement parts for your Equipment(s). Your current costs are as follows:

Equipment No :	3) 2 - 54",3 Flight, Screw Pumps/40 hp	00-136-03	
	1 EA 407TR40 GEAR DRIVE	11556	\$18,967.00
	1 EA 407T315 BUSHING KIT	11559	\$2,692.00
	1 EA BS407TR-1 BACKSTOP KIT	11560	\$2,695.00

NOTE: DORRIS DOES OFFER A REBUILD SERVICE. IT REQUIRES A \$300.00 INSPECTION FEE, CUSTOMER PAYS FOR SHIPPING TO DORRIS. INSP IS PREFORMED, QUOTE PROVIDED. IF CUSTOMER WANTS TO GO THIS ROUTE, PLEASE ADVISE AND I'LL PROVIDE A NAME AND CONTACT THAT THE CUSTOMER CAN PERSUE.

Please be advised that this quotation will be honored for 30 days.

The above prices are F.O.B. factory with freight allowed to the job site. Terms of payment are net 30 days from date of shipment and the Conditions of Sales are in accordance with GIL-108, copy attached

NOTE: Lakeside will accept payment by Credit Card. A 3% Service Charge will be added to the invoice upon shipment

Shipment would be 4-6 WEEKS after receiving an order subject to the shop's backlog at the time of the order.

In an effort to become more efficient Lakeside would prefer to invoice clients by email whenever possible. When ordering if you could verify the email address you wish to have the invoice sent to it would be appreciated. We will Still be glad to mail the invoice if you wish

We thank you for this opportunity to quote and are looking forward to being of service to you

Very truly yours,

JOHNSON DAVE

E-Mail:dj@lakeside-equipment.com

CC :Zimmer & Francescon Inc. (MOLINE,IL)

**CONDITIONS OF SALE
(REPLACEMENT PARTS)**

THIS QUOTATION IS SUBJECT TO THE FOLLOWING CONDITIONS OF SALE:

You are hereby notified that unless we receive notice (as a part of your purchase order, or in a separate writing, if acceptance is oral) of your rejection of any of these conditions, these conditions shall become a part of the agreement between us. Acceptance is good only when received by us at our offices in Bartlett, Illinois.

ACCEPTANCE: This quotation is void at our option unless a purchase order is placed with us within sixty (60) days from the date of the attached written proposal. The order will be subject to written acceptance by our company's executive office.

TERMS: Net due thirty (30) days after date of shipment. Any balance remaining due thirty-one (31) days beyond the shipment date will be subject to a monthly service fee of one and one-half percent (1.5%) per month on the unpaid balance until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney fees.

CONTRACT: We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by oral evidence, your purchase order, course of dealing, or in any other way, except where made in writing and signed by you and your company's authorized officer, and attached hereto. All terms herein employed shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Illinois, under the Illinois Revised Statutes, Chapter 26, Paragraphs 1-101 et. seq., on the date of execution of this agreement. This agreement is divisible: Any claim or rejection by the Buyer as to one part of the order shall not alter the obligations of the Buyer as to any other part or parts delivered under this agreement. If any clause of this agreement is held unconscionable by any court of competent jurisdiction, the clause in question shall be modified to eliminate the unconscionable element, and as so modified the clause shall be binding on the parties and the remaining provisions of the agreement shall not be affected by the modification of any unconscionable clause.

TAXES & OTHER CHARGES: Unless otherwise indicated, no Sales, Use, Retailers' Occupation, Service Occupation, Service Use, or similar taxes or custom duties, import fees and similar charges, have been included in our prices. The amount of any such taxes or charges which are paid or assessed in connection with this order and which are not specifically stated as being included in the purchase price, shall be paid by you, either directly to the appropriate authorities (in which event you shall furnish us with satisfactory evidence of such payments) or to us if we have paid, or are required to pay, such taxes or charges. If you are tax exempt, you will need to provide us with your exemption certificate. You agree to reimburse our company for taxes we must pay on your behalf.

INSPECTION, CLAIMS AND ACCEPTANCE OF GOODS: Buyer shall immediately inspect the equipment upon receipt thereof. Claims for errors of shortages existing prior to our delivery of the equipment to the carrier will be considered only when made to us immediately after receipt of shipment, and shall be in writing. Seller is not obligated to consider any claim for shortages or nonconformance unless notified thereof by Buyer within twenty (20) days after Buyer's receipt of the equipment. Failure to make such inspection shall be a waiver of the right to make such an inspection prior to payment for the goods, shall be a waiver of any defect which inspection would have revealed, and shall prevent Buyer from subsequently rejecting or revoking acceptance of the goods for any reason. Modifications to *Lakeside's* equipment done by others to meet *OSHA* or local safety codes will be by others. Seller will supply only the safety devices, if any, described in the attached written proposal. (See also **WARRANTY**, below.)

TITLE OF GOODS AND SECURITY INTEREST: Until all amounts due hereunder have been paid in full, title shall not pass from Seller to Buyer, and Seller has a security interest in the equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the equipment without legal process and the right to require Buyer to assemble the equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in the equipment may be perfected.

CANCELLATION: Cancellation or suspension of this contract will be accepted only upon terms that will indemnify *Lakeside Equipment Corporation* against loss. You agree to reimburse our company for our costs incurred in such cancellation, including overhead and administrative costs. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for the reasonable and proper cancellation charges accrued by Seller.

TRANSPORTATION EXPENSE: Unless otherwise noted, the price as shown in this agreement (pursuant to the attached written proposal) includes freight to the destination shown, at lowest available freight rates on a common carrier of our choice. If you require us to ship another way, you will bear any additional expense.

RISK OF LOSS: You shall bear the risk of loss resulting from any and all damage or injury to the shipment from and after delivery to the carrier at point of shipment.

CHANGES & DELAYS-COST: If you cause changes to be made, or delay or interrupt the progress of the work, you will reimburse us for any additional expense resulting from such cause. Any of such changes or delays which may adversely affect the operation of the equipment will nullify our warranty unless we consent in writing thereto. We also shall not be liable for delay in delivery caused by any reason beyond our control,

including but not limited to your delay in promptly submitting all information necessary for us to proceed with the work, your delay in approval drawings, acts of God, casualty, civil disturbance, labor disputes, strikes, transportation or supply difficulties, or intervention by any governmental authorities. The time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.

PATENTS: We agree to indemnify you against any charge of infringement of any presently issued apparatus patent by reason of the use of the equipment sold to you under this contract; provided however, that:

- A. Such charge relates exclusively to something which we designed or selected, and
- B. Such charge does not arise as a result of any modification of the equipment by you, or the combination thereof by you with equipment furnished by others, and
- C. We are notified in writing immediately upon receipt of such charge, and
- D. We are given absolute control of the defense and the right to defend or settle such charge, and
- E. We are allowed to make such changes in the equipment as we deem necessary for the purpose of avoiding infringement.

LIABILITY: It is expressly understood and agreed herein that our liability, including that for negligence, for our products is limited to the furnishing of such replacement parts as are required under WARRANTY, below, and that we will not be liable for any other expense, injury, loss or damage, whether direct or consequential, including but not limited to loss of profits, production, increased cost of operation, or spoilage of material, arising in connection with the resale or use of, or inability to use, our equipment or products for any purpose except as herein provided.

WARRANTY

Lakeside Equipment Corporation ("Lakeside") warrants to Buyer that equipment sold hereunder, of its manufacture, are free from defect in material and workmanship, and are of the kind and quality designated or described herein. This warranty shall be in full force and effect from the time of shipment of such equipment for a period of ninety (90) days from the date of shipment. *Lakeside* will furnish without charge, but will not install, replacements for such parts as it finds to have been defective, and the obligation of *Lakeside* to replace such defective parts shall be the exclusive remedy hereunder. Buyer must give *Lakeside* notice in writing of any alleged defect covered by this warranty within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than thirty (30) days after the warranty period shall be valid.

This warranty shall not apply to:

- A. Any equipment which, in the judgment of *Lakeside*, has been subjected to misuse, neglect or accident;
- B. Any equipment which has been altered, tampered with, or upon which corrective work has been done thereon without *Lakeside's* specific written consent;
- C. Any equipment which has been operated or maintained in a manner which in any way deviates from the maintenance schedules, specifications, and parameters set forth in *Lakeside's* Operator's Manual for such equipment.
- D. Modification to the equipment by others to meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction.
- E. Damage to machine or components due to lack of implementing the Recommendations on Short-term and Long-term Storage of Equipment guidelines.

No allowances will be made for any such alterations or corrective work done without the specific written consent of *Lakeside*. Conditions caused by improper lubrication, deterioration by chemical action, and wear caused by the presence of abrasive materials, do not constitute defects. Equipment manufactured by others, and included in *Lakeside's* proposal, is not warranted in any way by *Lakeside*, but carries only that manufacturer's warranty, if any. No representative of *Lakeside* has any authority to waive, alter, vary or add to the terms hereof without prior written approval. There shall be no third party beneficiary to the warranties contained in this agreement.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

ARBITRATION: Any controversy or claim arising out of or relating to this contract, or any modification thereof, shall be settled in Kane County, Illinois, by Arbitration in accordance with the laws of the State of Illinois, and the current Rules of the American Arbitration Association, and the parties consent to jurisdiction of the Circuit Court for the 16th Judicial Circuit, Kane County, State of Illinois, and further consent that any process or notice of motion or other application to such Court or a judge thereof may be served outside the State of Illinois by registered mail or by personal service, provided a reasonable time for appearance is allowed. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction hereof, which shall include the county of arbitration.

CONFIDENTIAL INFORMATION: All information and data herein furnished to Buyer, relating to price, size, type and design is submitted with the understanding that it is for Buyer's own confidential use and is not to be shown or otherwise made known or available to any third party at any time without Seller's written consent.

AGENDA ITEM # J - 6

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

DATE: November 18, 2019

AGENDA ITEM: Mowing Contract

ACTION: Motion

SYNOPSIS: Paradise Landscaping has been completing the mowing duties for the Mt. Vernon Cemetery for a number of years. They have not asked for an increase to the contracted amount this year, so staff is recommending approval of \$750 per mowing.

BUDGET ITEM: General Fund

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19



Paradise
Landscaping, Inc.
Est. 1982

Richard Burroughs, Owner
(319) 981-5200

Paradise Landscaping is a locally owned and operated mowing service established in 1982.
We specialize in conscientious mowing and trimming of cemeteries, parks, and large properties.
We are fully insured and ready to serve your mowing needs.

We are presently seeking our 2020 client list. We would be happy to perform our
services for City of Mt. Vernon
at a cost of \$750⁰⁰ per time OR _____ per mowing season.

DETACH HERE AND RETURN

Please check one:

This is satisfactory. Please begin April 1st through October 31st, or end of mowing season.

We plan to make other arrangements for our season.

Please call me at _____ to discuss my lawn care.

Client

Address

Phone Number

SEND TO PARADISE LANDSCAPING

PO BOX 32

MARION, IA 52302

319-981-5200

This agreement is made with

Paradise Landscaping on ____ / ____ / ____

AGENDA ITEM # J - 7

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

DATE: November 18, 2019

AGENDA ITEM: Back Up Leaf Vac

ACTION: Motion

SYNOPSIS: You received an email communication from Nick Nissen regarding the sudden need for a leaf vac backup. Staff was able to locate and subsequently purchase a backup unit for \$8,250. The backup will also be used during heavy leaf drops, and/or when it snows in October and completely throws off the collection schedule.

BUDGET ITEM: Solid Waste

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quote

PREPARED BY: Chris Nobsch

DATE PREPARED: 11 /14/19



DISTRIBUTOR OF MUNICIPAL & CONTRACTOR EQUIPMENT

November 8th, 2019

Nick Nissen
Public Works Supervisor
City of Mount Vernon

Nick,



Per your request, a purchase agreement has been generated for a purchase of a used leaf vacuum trailer. Listed below is specifications for the unit, pricing, and terms of sale.

2001 ODB LEAF VAC & LEAF BOX: \$8,250.00

Ser# 07013190

Features:

- Setup for either Curbside or Streetside Pickup
- 2-Way Power Boom
- 28" Impeller
- Belt Driven
- 14" Vac Hose
- John Deere 44 HP Diesel Engine
- Amber Beacon
- Available with 15 YD Wood Leaf box to fit 10' Dump Body (If purchased in 2019)
- Hours: 640

Condition: Work Ready, Inspected and Repaired As Necessary

Pricing Includes: Customer Pickup from Ankeny, IA. Customer to pickup leaf box from Durant, IA

Terms: Invoice Due 30 Days After Pickup of Leaf Vac.

Services Offered by MacQueen: On-Site Service, On-Site Parts Sales

Please review and sign in agreement to the purchase of the listed machine, pricing, and terms of sale.

Mike Osler 11-8-19
 District Sales Manager Date
 MacQueen Equipment

[Signature] 11/8/19
 Authorized Signature Date
 City of Mount Vernon

Please return a signed copy by scan/email to mike.osler@macqueengroup.com.

Once a Signed Purchase Agreement and is received the preparation work for delivery will begin and the machine will be marked as "SOLD".

Thank you!

www.macqueengroup.com

4607 SE Rio Ct, Ankeny, IA 50021 . Bus: 515.289.9994 . Fax: 515.289.9995
Formerly Trans Iowa Equipment Part of the MacQueen Group Since 2005



DELIVERY & TRAINING REPORT

CUSTOMER/CONTACT INFO

CUSTOMER City of Mount Vernon DATE 11-8-19
 ADDRESS 1040 2nd Ave NW
 CITY Mount Vernon STATE IA ZIP 52314
 CONTACT Nick Nissen TITLE _____
 PHONE 319-895-8742 EMAIL nnissen@cityofmtvernon-ia.gov

EQUIPMENT INFO

MAKE ODB MODEL Metro YEAR 2001
 SERIAL # 07013190 MILES - HOURS 639.9

DELIVERY INFO

TRANSPORT DATE CPU-11-8-19 IN-SERVICE DATE 11-8-19
 WARRANTY PERIOD N/A TRAINER Mike O.

CUSTOMER REPS PRESENT AT TRAINING

Signatures below acknowledge that start-up procedures were reviewed, & you understand the warranty, operation, service, & maintenance responsibilities of this product.

NAME (PRINTED)	TITLE	SIGNATURE
* <u>Nick Nissen</u>	<u>PWD MV</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INITIAL FOR ALL ITEMS RECEIVED

Manuals Filter Kit Trade In Manuals Service Plan Info
 If equipped with auto lube: Grease Bucket/Lube Pump Auto Lube Manual

AGENDA ITEM # J - 8

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

DATE:	November 18, 2019
AGENDA ITEM:	Silver Sneaker Program
ACTION:	Motion

SYNOPSIS: Staff has been working to include the Silver Sneaker program at the LBC. The amount of reimbursement from the program is slightly less than the established membership fee, and is the reason for inclusion on the current agenda.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

AGENDA ITEM # J - 9

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

DATE: November 18, 2019

AGENDA ITEM: Membership Drive

ACTION: Motion

SYNOPSIS: Staff has asked DeNovo for help with the marketing of the opening membership drive (this was not an included service in the original proposal). The costs associated with this portion of the marketing proposal is \$4,000.

BUDGET ITEM: LBC

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

AGENDA ITEM # J - 10

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

DATE: November 18, 2019

AGENDA ITEM: Transfer Agreement

ACTION: Motion

SYNOPSIS: The Iowa Department of Transportation has submitted their “state of repair” settlement agreement in the amount of \$570,000. I have asked our engineers to review the analysis as the DOT would like to transfer jurisdiction by the end of the calendar year. At least \$200,000 of these funds would be needed for the purchase of a larger plow truck to maintain this stretch of roadway properly.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19



November 7, 2019

Ref: TJ-030-7(202)--2M-57
City of Mt. Vernon
Linn County
Agreement No. 2017-4-131

Sent via email to: cnosbisch@cityofmtvernon-ia.gov
Chris Nosbisch, City Administrator
213 First Street NW
Mount Vernon, IA 52314

Dear Mr. Nosbisch:

Agreement 2017-4-131 that was fully executed December 28, 2016 contained the provisions for Mount Vernon to agree to the transfer of jurisdiction of the following road segments as well as any associated bridges and structures: Existing U.S. 30 from Sta. 643+58.90± to Sta. 746+19.90±, a length of 10,261 feet or 1.94 miles (see attached map). Actual station locations and lengths may vary slightly after the DOT Research and Analytics Bureau determines the ultimate limits of roadway segments for transfer.

DOT is preparing a Jurisdictional Transfer Agreement to implement and complete the jurisdictional changes for Mount Vernon. We plan to have this agreement to Mount Vernon for signature soon. Part of the provisions for the Jurisdictional Transfer Agreement is for the DOT to determine the extents and cost for a good state of repair. The basis of this cost was determined by the DOT through a physical examination of the roadway segments for what could be the next preservation or rehabilitation strategy of the roadway segments to maintain a good state of repair. Costs and their basis are shown in the table that follows:

Route	Jurisdiction	Limits	Work Types	Lane Miles	Cost / Lane-Mile	Cost
30	City of Mt. Vernon	From Willow Creek Rd. to 10th Avenue	Crack Filling, Shoulder Fog Seal, 4' Granular Shoulders	1.34	\$25,000	\$34,000
30	City of Mt. Vernon	From 10th Avenue to Iowa 1	Patching, Crack Filling, Shoulder Fog Seal	1.50	\$35,000	\$53,000
30	City of Mt. Vernon	From Iowa 1 to ECL	Patching, Milling, 3" HMA Resurfacing, 10' Granular Shoulders	2.10	\$230,000	\$483,000
	TOTAL			4.94		\$570,000

| [319-364-0235]

| jim.schnoebelen@iowadot.us

| www.iowadot.gov



Address:
[5455 Kirkwood Blvd. SW
Cedar Rapids, IA 52404]

The Jurisdictional Transfer Agreement will outline the provisions for transfer of \$570,000 to Mount Vernon. The DOT District 6 Office will send a letter to Mount Vernon stating the date and time the transfer is effective. Transfer is expected before the end of calendar year 2019.

If there are any questions, please contact me at the District Office. Contact information is provided herein.

Sincerely,



James. R. Schnoebelen, P. E.
District 6 Engineer

JRS/hmb
Encl.

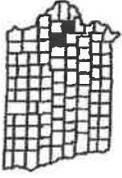
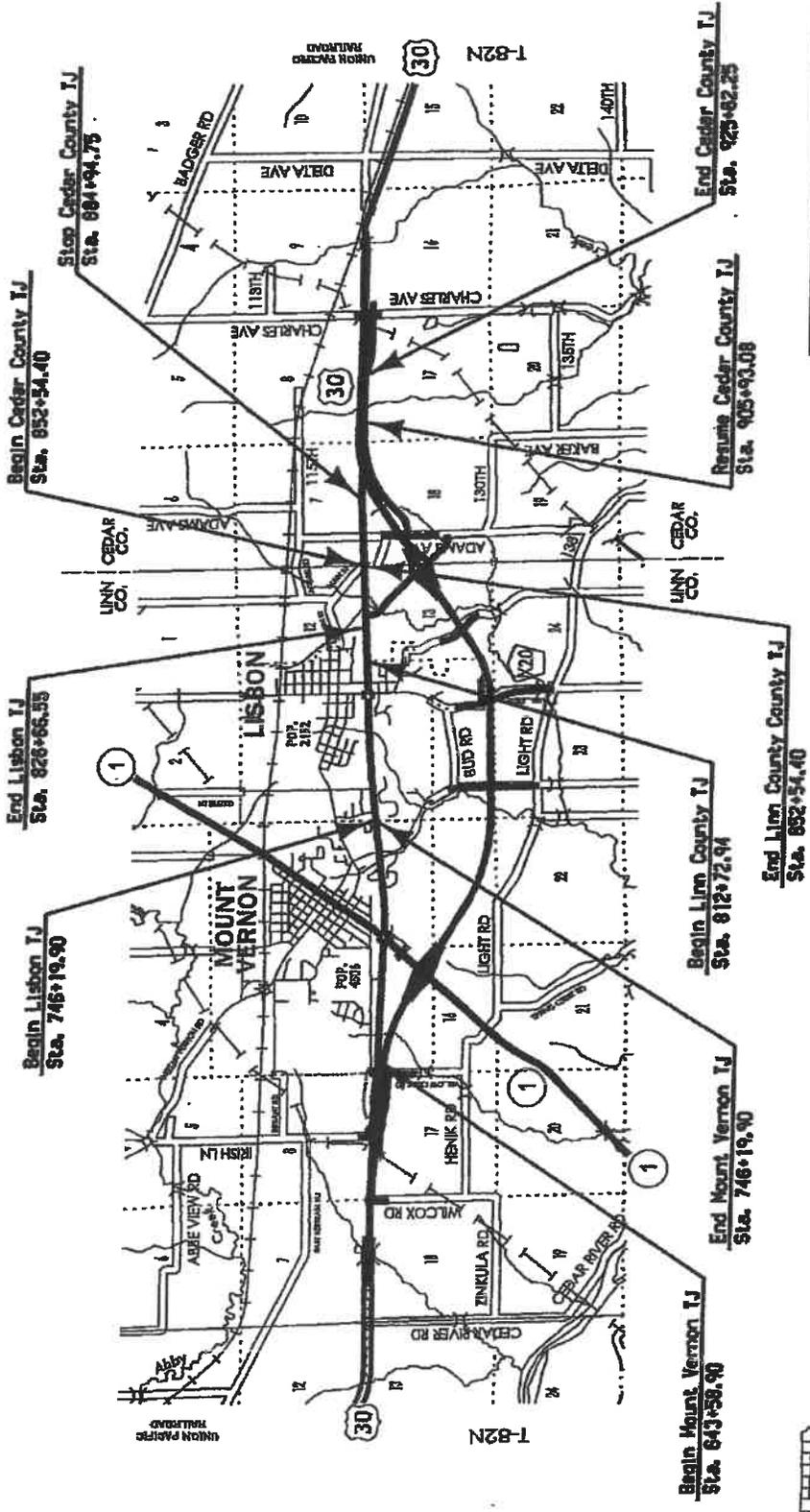
cc: Ken Yanna
Cathy Cutler
Tom Storey

NHSX-030-7(120)--3H-57 / NHSX-030-7(188)--3H-57 / NHSX-030-7(189)--3H-57

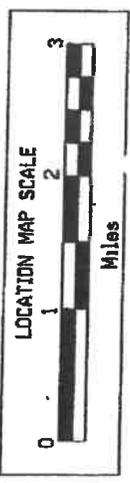
US 30 Mount Vernon/Lisbon Bypass

Existing US 30 - Transfer of Jurisdiction Limits

PIN 95-57-030-050



2017-G-134_CedarCo



AGENDA ITEM # J - 11

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

DATE:	November 18, 2019
AGENDA ITEM:	Change Order #41 – LBC
ACTION:	Motion

SYNOPSIS: Change order #41 is to add a sealer to the polished concrete floor in the main entry way and 1st floor hallway. The sealant should help protect against staining and high traffic wear in these areas. The CO is in the amount of \$1,499.40. I will have an updated change order budget available at the meeting.

BUDGET ITEM: LBC Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Change Order #41

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19



GARLING
CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 398-3340 319-444-3409 • Fax: (319) 398-3363 319-444-2437

COR #. 0041

Date	Thursday, November 14, 2019
Project:	Lester Buresh Family Community Wellness Center
Seal polished concrete with Retroguard.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00044	Seal Polished Concrete				1400.000	5.0000	\$1,470.00
00044	2% Performance Bond	Insurance Expense		0.000			\$29.40
00044							

PROPOSAL SUMMARY

	\$1,470.00
Insurance Expense	\$29.40
Net Costs	\$1,499.40

Proposal Total **\$1,499.40**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ Date: _____

OPN ARCHITECTS

Owner: x _____ Date: _____

PM: x Date: 11/14/2019

Brian L Ridge, Project Manager



*New & Improved
Formula!*

PRODUCT NAME

RetroGuard™

MANUFACTURER

Advanced Floor Products
P.O. Box 50533
Provo, UT 84605

PRODUCT DESCRIPTION

RetroGuard™ is a modified acrylic sealer yielding high reflectivity. The topical coating is suitable for protecting concrete and natural or synthetic stone surfaces against oil and food staining. It is UV stable, and therefore, applicable on both exterior, as well as interior surfaces. RetroGuard is highly effective at preventing acid staining on all stone and concrete surfaces, even keeping acidic fumes from the surface to which it is applied.

BENEFITS

- Penetrating, long term protection. Won't peel or flake.
- Protects surface from water and chemical attack.
- Ideal for all RetroPlate® treated floors - new or old, standard or colored.
- Enhances colored concrete, whether integrally colored or topically applied.
- Easy application. Low odor. No scrubbing or flushing required.
- Reduces maintenance.
- Complies with all known national, state and district AIM VOC regulations. Maximum VOC content 100 g/L.

TECHNICAL DATA

Characteristics

Chemical Family:	<i>Water-based, modified acrylic</i>
Physical Form:	<i>Liquid</i>
Color:	<i>Milky white</i>
Odor:	<i>Slight</i>
Solubility:	<i>Miscible in water</i>
Volatile Organic Compounds:	<i><5% (30 g/L)</i>
Shelf Life:	<i>1 year in factory sealed container</i>

Packaging

5 Gallon Pail (18.9 L)

Coverage

On a densified polished surface approximately 1,500-2,000 ft²/gal (37-50 m²/L). Coverage rates vary with concrete porosity and level of polish.

AVAILABILITY AND INSTALLATION

RetroGuard™ is installed by a network of factory approved applicators as part of the RetroPlate Concrete Polishing System®. Contact your Advanced Floor Products representative for a list of approved applicators in your area.

TECHNICAL SERVICES

Contact Advanced Floor Products at (801) 812-3420 or toll free at (888) 942-3144.

For industrial use only. Must be applied by a qualified applicator. Contact Advanced Floor Products for specific application directions.

SDS

For SDS information, please scan the code provided.



EMERGENCY CONTACT

For emergency information, call (801) 629-0667.

APPLICATION PREPARATION

Protect people, vehicles, property, plants and all surfaces not meant for treatment from product, residue, splash, fumes and wind drift. Use polyethylene or other proven protective materials. Ensure fresh air entry and cross ventilation during application and drying. Extinguish all flames, pilot lights and other potential sources of ignition during use and until all vapors are gone. Surface to be treated must be clean and dry. Remove any dirt, oil, grease, paint, waxes, efflorescence and surface sealers before application. For best results, let surface dry before application of RetroGuard™.

Surface & Air Temperature: Temperatures should be 40-90°F (10-32°C). Avoid using in direct sunlight. Use only in well ventilated areas.

Storage & Handling: Keep container closed when not in use. Protect from freezing. Protect from extreme temperatures.

Equipment: Apply with tank sprayer and cotton mop. Do not atomize.

APPLICATION PROCEDURES

Read all instructions before use.

Always test each surface for suitability and desired results. Evaluate vapor transmission, or other potential concerns. Let surface dry thoroughly before inspection and approval.

COVERAGE

On a densified polished surface approximately 1,500-2,000 ft²/gal (37-50 m²/L). Coverage rates vary with concrete porosity and level of polish.

APPLICATION INSTRUCTIONS

This guard product has been shipped full strength.

Product can be applied 28 days from placement of the concrete.

For best results and ease of installation, shake well and cut with equal parts water. Apply product with pump-up sprayer onto clean densified floor. Use a janitor, rope-style cotton mop, which has been dampened with water, to work the product into the floor. Do not use a microfiber pad or similar application device, as it tends to streak the product. Make sure to work in small enough sections in order to prevent walking in wet product. Walking in wet product will cause shoes to become tacky and will leave footprint ghosting once dry. Use a figure eight motion to work the product into the floor. Use overlapping passes for uniform distribution, starting at one edge of the floor working backwards, or away from wet product. Following application, allow product to dry for approximately 20-40 minutes. Burnish with a high-speed propane powered burnisher with a black pad, hog's hair pad, diamond impregnated pad, or other similar pad for higher shine results. Burnishing is not required, but recommended for best results. Apply additional coats following the above instructions, if necessary.

RetroGuard™ can receive traffic within 12 hours under typical interior conditions. Protect from water or other liquids for 48 hours.

Clean equipment with soap and warm water.

MAINTENANCE

Do not use acidic detergents, or detergents containing sulfates or hydroxides. Use *CreteClean Plus with Scar Guard™* detergent in scrubbers or mop buckets for best results. Keep floor clean, removing dirt and debris. Clean up spills quickly. Some acids may etch the surface and leave a residual stain if left for extended times. Clean up within 1 hour for best results.

WARRANTY

Manufacturer warrants this product to be free from defects. Where permitted by law, no other warranties with respect to this product, express or implied, including without limitation the implied warranties of

merchantability or fitness for particular purpose. The purchaser shall be responsible to perform his own tests to determine the suitability of this product for his particular purpose. Liability shall be limited in all events to the supplying sufficient product to re-treat the specific areas to which defective product has been applied. Acceptance and use of this product absolves supplier from any liability, from whatever source, including liability for incidental, consequential or resultant damages, whether due to breach of warranty, negligence or extended by representatives of RetroGuard™, its distributors, applicators or dealers.

SUPPORTING PRODUCTS

Contact Advanced Floor Products for more information on supporting products:

- *RetroPlate®*
- *RetroGrind™*
- *RetroPe™*
- *Diamonds & Dyes*
- *CreteClean Plus with Scar Guard™*
- *CreteFill Pro™ Series Joint Fillers and Repair Products*
- *CreteStrip™*

K. Reports-Received/File



OCTOBER 2019
POLICE REPORT

Vehicle Collisions

There were 4 reported collisions in October. The first collision occurred at Hwy 30 & 10th Ave SW roundabout when a vehicle travelling eastbound on Hwy 30 failed to yield and collided with a vehicle travelling through the roundabout. Damage was estimated at \$4,000 and no injuries were reported. The second collision occurred in the 900 blk of 1st St W when a parked vehicle was backed into by an unknown vehicle, who left the scene without reporting. Damage was estimated at \$1,500 and no injuries were reported. The third collision occurred at Hwy 30 & Willowcreek Rd when traffic was slowed for a turning vehicle and a vehicle was rear ended by a following vehicle. Damage was estimated at \$5,500 and no injuries were reported. The fourth collision occurred at 10th Ave SW and 3rd Street SW when a vehicle travelling south on 10th Ave was stopped for the stop sign. While stopped, another southbound vehicle failed to stop in assured clear distance and ran into the back of the stopped vehicle. Damage was estimated at \$1,400 and no injuries were reported.

Incidents/Arrest

There were 25 reported incidents in October. Reports included: Driving while Suspended (3), arrest warrant served, hit & run, trespassing, harassment (2), animal poaching-DNR assist, burglary, possession of controlled substance (3), OWI (4), assist agency (4), voluntary committal, possession of drug paraphernalia, burglary, and theft (2).

During October Mount Vernon Officers made 6 arrests. Charges include: OWI (3), possession of controlled substance (3), possession of drug paraphernalia.

K-9 Report

During October K9 team Monster was deployed on two traffic stops. After alerting on the vehicles, a search was conducted, and controlled substance residue was located in the vehicles. The K9 Team also assisted MV Schools with a search. During this search Monster sniffed 8 vehicles and alerted on one vehicle. Controlled substance residue was located inside the vehicle.

Community Service/Training/Misc.:

- MVPD has transitioned over to our new server and TAC10 reporting Software and have now begun to ensure officers can complete reporting from the squad cars.
- Chief Shannon attended a RC Rail meeting at Hills Bank & Trust
- Chief Shannon and Officer Gehrke met with MVCSD Safety Meeting members.
- Chief Shannon instructed MVHS Criminal Justice Students on fingerprints and print development methods



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

**Eric Roudabush
Scott Rose
Tom Wieseler
Stephanie West
Deb Herrmann**

-
- Chief Shannon attended a regional meeting for Eastern Iowa Law Enforcement Leaders to meet with Iowa Parole Board members
 - Chief Shannon attended the 2nd week (of 3) of Leadership in Police Organizations training in Des Moines, conducted by the International Association of Chiefs of Police.

GTSB:

Officers worked 8 hours of STEP in October. Resulting in 5 speed violations, 1 registration violation, 1 other traffic violation, 2 equipment violations, and narcotics arrest, and 1 motorist assist.

LISBON (28E Contracted Services):

Per the 28E agreement our department provided the following service to Lisbon in October 2019:

- Patrol: 2,475 minutes
- Calls for service: 95 minutes (5 calls for service)
- Administrative time: 120 minutes

Total time for October 2019: 2,690 minutes = 44.83 hrs x \$40/hr = Total: \$1,793.20

Respectfully Submitted,

Chief of Police



Public Works Report
11/18/19

Parks

The Elliott Park addition has been hydro seeded. Additional seeding will be done in the spring.

Leaf Removal

This seasons leaf removal transition from Wapsi to Public Works has not been as successful as hoped. The learning curve for the crew has slowed the leaf pickup process. The crew will get more efficient once we have more experience with the process. We expected some growing pains along the way. Our hope was the service we are providing the residence would be better to date. We are working on making that happen and we apologize for the poor start.

The leaf program will be extended 2-3 weeks weather pending. Crews can not pickup leaves that are snow and ice covered. Once the snow has melted crews will resume pickup.

Snow Removal

Crews have had two separate snow storms to deal with. Both storms were similar in nature that they started came in overnight. The first storm was on 10/31/19 it dropped about 3 inches of snow. Crews were out at 4 am on Halloween fighting this storm and worked until about noon. The second storm came on 11/10 to 11/11 it dropped about 3.5 inches of snow. Crews responded to this storm at 1 am and were out until 2 pm fighting that storm. Cleanup continued with the second storm through the 2 days following with snow removal in the uptown district. Piles were hauled off on 11/13 from the uptown district.

New PD

Crews have been helping with renovation work at the new PD Station when time has allowed.



Parks and Recreation Department
Directors Report
October 15 – November 15

Parks

All parks and their facilities have been winterized.

Park and Rec Board have been discussing CIP items at length, including trail projects.

Howl -o-Ween promotion went very well. There were 15 dogs submitted for contest and the winners were (all pictures can be seen on Zoe's Pet Deli Facebook page);

1st Place-Gimli the Skeleton

2nd Place Cheyenne Rose- Dorothy

3rd Place Ellie-S'more

Sports

Girls Basketball is in full swing now with four teams in Grades 3-6 (two teams in 3rd Grade, one team in 4th Grade, and one team in 5th-6th Grade).

We also have 15 girls registered for 2nd Grade and 14 girls registered for 1st Grade Basketball on Saturday mornings.

Boys Basketball and Youth Wrestling registration will begin on November 18th..

Pool

The 2019 Pool Report will be presented to Council in December.

Misc

Reminder that Magical Night is Dec 5th. Park and Rec will again offer Cookie Decorating at First Street Community Center from 5-8pm. This should be another great night with tractor drawn carriages and a trackless train. Thank you to Meridith Hoffman and St. Paul Lutheran Church for sponsoring this portion of the event.

Park and Rec Board have been reviewing and discussing updates to the Parks and Recreation Master Plan. An updated plan will be shared in December.

Several Eagle Scout Projects are going to be underway or completed by Spring 2020. We will bring them forward as they are completed.

L. Discussion Items (No Action)

AGENDA ITEM # L - 1

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

DATE:	November 18, 2019
AGENDA ITEM:	Police Department Design Board
ACTION:	None

SYNOPSIS: The police department has prepared a preliminary design board for both internal and external presentations. Doug sent you an email today with the pdf attachment. Again, this is an internal concept that would need to be reviewed further by an architect/engineer.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11 /14/19

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
November 18, 2019**

- **JUST A REMINDER.** The joint meeting between the planning commission and the City Council is now set for November 25, 2019. The planning commission will consider the plan adoption on December 11, 2019 followed by the Council on December 16, 2019.
- Public Works plans to have both leaf vacs going as soon as Mother Nature cooperates with us and removes all of the snow.
- I have handed out brochures for the Iowa League of Cities Municipal Leadership Academy. If you would like to attend, please let staff know and we will get you registered.