City of Mt. Vernon, Iowa

Meeting:	**Mt. Vernon City Council Meeting**
Place:	**Mt. Vernon Police Station, 380 Old Lincoln Hwy., Mt. Vernon, Iowa 52314**
Date/Time:	**December 20, 2021 – 6:30 PM**
Web Page:	**www.cityofmtvernon-ia.gov**
Posted:	**December 17, 2021**

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		

The City Council will be returning to in-person meetings starting June 21, 2021. **The Council asks that you please wear a mask if you are unvaccinated and observe social distancing protocols.** The public entrance to the police station can be found on the west side of the building.

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

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 836 8751 3779
3. Password: 296682

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled

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

D. Consent Agenda

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

1. Approval of City Council Minutes – December 6, 2021 Regular Council Meeting
2. Approval of Liquor License – Scorz Bar and Grill

E. Public Hearing

1. Public Hearing for an Ordinance Amending Chapter 3 Boundaries, Section 3.02, Voting Precincts of the City of Mt. Vernon Municipal Code
   i. Close Public Hearing – Proceed to F-2

F. **Ordinance Approval/Amendment**

1. Ordinance #11-15-2021A: Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Stonebrook Urban Renewal Area, in the City of Mount Vernon, County of Linn, State of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Stonebrook Urban Renewal Area (Phase 3 Parcels)
    i. Motion to approve the third and final reading
2. Ordinance #12-20-2021A: Amending Chapter 3 Boundaries, Section 3.02, Voting Precincts of the City of Mt. Vernon Municipal Code
    i. Motion to approve the first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)

G. **Resolutions for Approval**

1. None

H. **Mayoral Proclamation**

1. None

I. **Old Business**

1. None

J. **Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Covid Related Issues/Policies – Council Action as Needed
3. Discussion and Consideration of Municipal Materials Management Agreement with Republic Services LLC – Solid Waste – Council Action as Needed
4. Discussion and Consideration of Amendments to the Constitution of the Mount Vernon Fire Department – Council Action as Needed
5. Discussion and Consideration of a PTO Adjustment for Katey Forest – Council Action as Needed

K. **Reports to be Received/Filed**

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

L. **Discussion Items (No Action)**

1. CIP Parameters
2. Pipeline Discussion

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

December 6, 2021
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The City Council returned to in-person meetings held at the Police Station, 380 Lincoln Hwy. The Council asked that those in attendance wear a mask if unvaccinated and observe social distancing protocols. The public entrance to the police station is on the west side of the building. For those individuals that were unable to attend or did not feel comfortable with in-person meetings, the City provided a Zoom option. For those planning to attend via Zoom the following information was needed: Telephone #: 1-312-626-6799, Meeting ID: 820 8517 1617, Password: 195468. If assistance was needed before the meeting they could contact City Administrator Chris Nosbisch at 319-359-8613. The following Council members were present: Roudabush, West, Wieseler, Herrmann and Rose. Absent: Mayor Jamie Hampton.

Call to Order. At 6:30 p.m. Mayor Pro-Tem Tom Wieseler called the meeting to order.

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

Consent Agenda. Motion to approve the Consent Agenda made by Rose, seconded by Herrmann. Motion carries.
Approval of City Council Minutes – November 15, 2021 Regular Council Meeting

Public Hearing
Public Hearing for an Ordinance Amending Chapter 3 Boundaries, Section 3.02, Voting Precincts of the City of Mt. Vernon Municipal Code. Mayor Pro-Tem Wieseler declared the Public Hearing open. Hearing no comments from the public Mayor Pro-Tem Wieseler closed the Public Hearing.

Ordinance Approval/Amendment
Ordinance #11-15-2021A: Providing that General Property Taxes Levied and Collected Each Year on Certain Property Located Within the Stonebrook Urban Renewal Area, in the City of Mount Vernon, County of Linn, State of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Stonebrook Urban Renewal Area (Phase 3 Parcels). Staff has not received any written or verbal communication since the first reading of this ordinance. Motion to approve the second reading of Ordinance #11-15-2021A made by West, seconded by Rose. Roll call vote. Motion carries.

Ordinance #12-6-2021A: Amending Chapter 3 Boundaries, Section 3.02, Voting Precincts of the City of Mt. Vernon Municipal Code. The 2020 Census has triggered a change to Mount Vernon's voting precinct maps. This ordinance provides the legal descriptions for the new voting precincts. It is a State requirement that this be part of the City Code. Motion to approve the first reading of Ordinance #12-6-2021A made by Herrmann, seconded by Rose. Roll call vote. Motion carries.

Motions for Approval
Consideration of Claims List – Motion to Approve. Motion to approve the Claims List made by Rose, seconded by Herrmann. Motion carries.

AAA PEST CONTROL	PEST CONTROL-PD	55.00

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
AHLERS & COONEY P.C.	STONEBROOK URP	301.00
ALEX VOLKOV	UNIFORMS-WAT,SEW	221.48
ALLIANT	ENERGY USAGE-SEW	5,293.38
ALLIANT	ENERGY USAGE-WAT	2,009.21
ALLIANT	ENERGY USAGE-PD	747.05
ALLIANT	ENERGY USAGE-P&REC	224.61
ALLIANT	ENERGY USAGE-SEW	89.96
ALLIANT	ENERGY USAGE-EMA	43.24
ALLIANT	ENERGY USAGE-SEW	36.85
ALLIANT	ENERGY USAGE-P&REC	33.47
ALLIANT	ENERGY USAGE-CEM	19.07
ALLIANT IES UTILITIES	ENERGY USAGE-LBC	3,304.37
AUSTIN BOHLKEN	REFEREE-P&REC	110.00
BANKCARD 8076 MTOT	CREDIT CARD FEES-LBC	358.48
BRADY LANHAM	BREAKER/OUTLET INSTALL-RUT	2,035.00
CANINE TACTICAL LLC	CERTIFICATION-PD	800.00
CARQUEST OF LISBON	VEHICLE MAINT-PW	469.71
CASSIDY OLBERDING	REFEREE-P&REC	50.00
CASSIDY OLBERDING	REFEREE-P&REC	40.00
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	117.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-RUT	238.50
CHRIS NOSBISCH	MILEAGE-P&A	161.84
CITY LAUNDERING	SERVICES-P&A	56.64
CITY LAUNDERING	SERVICES-P&A	56.64
CITY LAUNDERING CO	SERVICES-LBC	254.56
CITY LAUNDERING CO	SERVICES-LBC	254.56
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	2,625.00
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	116.00
COPYWORKS	BROCHURES-LBC	561.00
CR METRO ECONOMIC ALLIANCE	MEMBERSHIP-ECON DEV	3,500.00
CREATIVE PRODUCT SOURCING	GRADUATION CERTIFICATES-PD	307.26
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
DELTA DENTAL	INSURANCE-ALL DEPTS	1,634.82
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	48.72
DUSTIN BURNETT	KEY MACHINE-RUT	150.00
EBS	INSURANCE CLAIMS-ALL DEPTS	1,729.11
EBS	ADMIN FEE-ALL DEPTS	345.50
ESO SOLUTIONS	SOFTWARE-FD	3,097.40
FELD FIRE	UNIFORMS-FD	345.00
FELD FIRE	TOOLS-FD	240.00
FUTURE LINE TRUCK EQUIPMENT	LIGHT BAR-RUT	197.78
GARY'S FOODS	SUPPLIES-P&REC,LBC	285.49
GAZETTE COMMUNICATIONS	FIRE SAFE CABINETS-RUT	1,000.00
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	512.74
HALL & HALL ENGINEERING	SOFTBALL FIELD EASEMENT-SEW	219.00
HALL & HALL ENGINEERING	SHADE STRUCTURES-LBC	69.00
HAWKINS INC	CHEMICALS-WAT	2,373.39
INDUSTRIAL TECHNICAL SUPPORT	BOOSTER PUMP TROUBLESHOOT-WAT	250.00
IOWA FINANCE AUTHORITY	STATE REVOLVING FUND	16,064.38
IOWA ONE CALL	LOCATES-WAT,SEW	26.10
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP-PD	125.00
IOWA PRISON INDUSTRIES	RIVET DRIVES-RUT	297.00

IOWA PRISON INDUSTRIES	PLAQUES-P&A	79.00
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-ALL DEPTS	817.75
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-PD	927.50
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-ALL DEPTS	784.25
JAYNE DEWITTE	REIMB-PD	73.94
JOE'S QUALITY WINDOW CLEANING	WINDOW CLEANING-PD	40.00
JORDAN AXTELL	REFEREE-P&REC	80.00
JOURNAL COMMUNICATION	ADVERTISING-LBC	10,215.00
KIEFER AQUATICS	DIVING BOARD STEP-POOL	110.00
KLUESNER CONSTRUCTION INC	CRACK SEALING-RUT	4,163.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	140.20
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	57.50
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-LBC	3.29
L&M CONSTRUCTION	LMI PROJECT	2,600.00
LINN CO-OP OIL CO	FUEL-PW	4,322.96
LYNCH FORD	VEHICLE MAINT-PD	1,525.69
LYNCH FORD	BATTERY-PD	295.23
MARKET STREET	SERVICES-MVHPC	350.00
MARKET STREET	SERVICES-MVHPC	150.00
MARY AKINS	DEPOSIT REFUND-WAT	14.82
MATT SIDERS	MEAL REIMB-P&REC	30.84
MEDIACOM	PHONE/INTERNET-P&A	352.07
MEDIACOM	PHONE/INTERNET-PD	489.77
MEDIACOM	PHONE/INTERNET-WWTP	278.53
MEDIACOM	PHONE/INTERNET-P&REC	244.73
MIDWEST RADAR & EQUIPMENT	EQUIP SERVICE-PD	320.00
MORTON SALT	WINTER SALT-RUT	6,244.17
MORTON SALT	WINTER SALT-RUT	2,054.83
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	974.83
MOUNT VERNON BANK	NSF CHECKS-WAT	797.36
NEAL'S WATER CONDITIONING SERVICE	WATER,SALT-RUT,P&A	53.50
NIGHT SHIFT	CLEANING SERVICE-P&A	788.03
NIGHT SHIFT	CLEANING SERVICE-PD	756.39
P&K MIDWEST INC	GREASE-RUT	52.30
P&K MIDWEST INC	SERVICE-RUT	35.00
PAUL HAGEMAN	REFEREE-P&REC	80.00
PAYROLL	CLAIMS	179,626.17
PNP	FUEL-PD	2,024.42
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	462.79
POSTMASTER	FIRST CLASS PRESORT FEE	265.00
PUSH-PEDAL-PULL	EQUIP MAINT-LBC	2,453.00
RACOM CORPORATION	PHASE II TDMA/PROGRAMMING-PD	1,395.00
RAY ALLEN MFG	BOWL/KONG BALLS-K9	220.86
RC TECH	CAMERAS,INSTALLATION-RUT	2,517.66
RHINO INDUSTRIES INC	CHEMICALS-SEW	794.00
RICKARD SIGN AND DESIGN CORP	CHEVRONS,PRINTS-PD	995.00
ROTO ROOTER	6TH ST PLUG-SEW	660.00
ROTO-ROOTER	VAC/JET LINE-SEW	2,965.00
SARAH BOOTS	REIMB-LBC	205.16
STAPLES	SUPPLIES-P&A,RUT	255.27
STAPLES	SUPPLIES-PD	87.69
STAPLES INC	SUPPLIES-P&A	148.37
SUE RIPKE	MILEAGE-P&A	17.92
SUN LIFE ASSURANCE COMPANY	INSURANCE-ALL DEPTS	1,521.74

SYDNEY MCDANIEL	REFUND-LBC	50.00
TASC	ADMIN FEE-ALL DEPTS	248.94
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-SW	13,275.00
TRASH STICKERS INC	TRASH TAGS-S/W 30,000	907.00
TREASURER STATE OF IOWA	WET TAX	2,949.00
TREASURER STATE OF IOWA	SALES TAX	2,540.00
TURF TANK	ROBOT CONFIGURATION-RUT,P&REC	1,500.00
UMB	LONG TERM DEBT PYMTS	123,178.75
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	7,531.99
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	153.77
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	2,102.00
VEENSTRA & KIMM INC	WWTP SLUDGE DISPOSAL PLAN	882.50
WAPSI WASTE SERVICE	GB,RECYL-SW	22,982.87
WATCH GUARD	STORAGE-PD	233.10
WATER SOLUTIONS UNLIMITED	CHEMICALS-WAT	3,442.31
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-SEW	948.00
WELLMARK	INSURANCE-ALL DEPTS	22,806.76
WENDLING QUARRIES	ROCK-RUT	709.36
WENDLING QUARRIES	ROCK-RUT	315.62
TOTAL		498,455.20

DEBT SERVICE	139,243.13
GENERAL FUND	42,573.79
LBC	22490.6
LOST III COMMUNITY CENTER	369.00
LOW-MODERATE INCOME FUND	2,600.00
PAYROLL	179,626.17
POLICE STATION CONSTRUCTION	949.39
ROAD USE TAX FUND	28,494.39
SEWER FUND	20,874.11
SOLID WASTE	40,612.34
STORM WATER FUND	872.59
WATER FUND	19,749.69
TOTAL	498,455.20

FY22 NOVEMBER REVENUE	
GENERAL GOVERNMENT	1,035,301.31
PUBLIC SAFETY	16,504.25
PUBLIC WORKS	238,363.13
CULTURE-RECREATION	40,908.52
DEBT SERVICE	4,639.40
TOTAL	1,335,716.61

Discussion and Consideration of Covid Related Issues/Policies – Council Action as Needed. No changes were made to Covid related issues/policies.

Discussion and Consideration of Municipal Materials Management Agreement with Republic Services LLC – Solid Waste – Council Action as Needed. Council was given a copy of the proposed solid waste contract with Republic. The towns of DeWitte, Fairfax and Camanche were listed as references and contacted. All

three gave favorable reviews. The City's attorney has reviewed and did not indicate any significant changes from his initial review. This was discussion only; no decisions were made.

Discussion and Consideration of Request for Qualifications for Legal Services – Council Action as Needed. The City's current attorney has announced his retirement from the Simmons Perrine law firm. A different attorney within the firm could be used but because it has been over ten years since the City has reviewed attorney options staff recommends requesting qualifications from established firms and review additional options. Motion to approve a Request for Qualification for legal services as presented made by Rose, seconded by West. Motion carries.

Discussion Items (No Action)
Fee Schedule – FYI. Council was given a rough draft of a new fee schedule City services for review. This is for discussion only. No changes were made.

Reports of Mayor/Council/Administrator
City Administrator's Report. T-Mobile will be replacing an antenna on the water tower on Tuesday, December 7, 2021. Staff has sent information via social media and Nixle that this will most likely disrupt traffic on 1st Street. The leaf program has ended. FY23 budget and CIP discussions will begin soon. City Hall will be closed December 17 from 11:30 to 1:30 for the employee recognition luncheon. +

As there was no further business to attend to the meeting adjourned the time being 7:52 p.m., December 6, 2021.

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support <elaps@iowaabd.com>
Sent: Thursday, December 16, 2021 5:00 AM
To: Marsha Dewell
Cc: licensingnotification@iowaabd.com
Subject: License LC0036678 Renewal Notice Sent

Hello,

LC0036678 has been sent a Renewal Notice is now eligible for their renewal.

Corp Name: KPPS LLC

DBA: Scorz Bar & Grill

License Number: LC0036678

Application Number: App-135148

Tentative Effective Date: 2/25/2021

License Type: Class C Liquor License

Application Type: Renewal

Amendment Type:

Thank you.

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

E. Public Hearing

AGENDA ITEM # E – 1 & F – 2

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	Public Hearing - Ordinance #12-20-2021A
ACTION:	Motion to Close

SYNOPSIS: Staff received word from the editor of the Sun that our public hearing notice was left out of the paper. City staff advertised a new public hearing on December 16, 2021. The City Council will need to hold a new public hearing at this meeting and waive the second and third readings to finalize the process. The ordinance enclosed is the same ordinance that you considered at the last meeting, with an updated ordinance number.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: See Ordinance #12-20-2021A

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	Ordinance #11-15-2021A
ACTION:	Motion

SYNOPSIS: No additional communication have been received by city staff.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #11-15-2021A

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

ORDINANCE NO. _____

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE STONEBROOK URBAN RENEWAL AREA, IN THE CITY OF MOUNT VERNON, COUNTY OF LINN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF MOUNT VERNON, COUNTY OF LINN, MOUNT VERNON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE STONEBROOK URBAN RENEWAL AREA (**PHASE 3 PARCELS**)

WHEREAS, the City Council of the City of Mount Vernon, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 1-2-2018A passed and approved on the 2nd day of January, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Stonebrook Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows ("**Phase 3 Parcels**"):

BEGINNING at the Northwest Corner of Parcel "A" of Plat of Survey #1743 in accordance with the Plat thereof Recorded in Book 8149 at Page 588 of the Records of the Linn County Recorder's Office; Thence S01°22'49"E, along the West Line of said Parcel "A", 258.85 feet; Thence S14°39'57"W, along said West Line, 49.59 feet, to the Southwest Corner thereof; Thence S75°27'52"E, along the South Line of said Parcel "A", 370.33 feet; Thence S11°45'13"E, along said South Line, 63.56 feet, to the Southeast Corner thereof, and a Point on the West Line of Stonebrook Fourth Addition, in accordance with the Plat thereof Recorded in Book 6194 at Page 621 of the Records of the Linn County Recorder's Office; Thence S35°44'02"W, along said West Line, 28.81 feet; Thence S15°22'06"W, along said West Line, 391.57 feet; Thence Northwesterly 125.88 feet along a 651.27 foot radius curve, concave Southwesterly, whose 125.68 foot chord bears N69°07'46"W; Thence N74°40'00"W, 229.90 feet; Thence S15°22'06"W, 60.00 feet; Thence N74°40'00"W, 25.76 feet; Thence Northwesterly 192.69 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 192.52 foot chord bears N78°54'18"W; Thence N00°28'18"W, 60.47 feet; Thence N01°03'33"W, 566.94 feet; Thence S88°56'27"W, 140.00 feet; Thence N01°03'33"W, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence N54°35'10"E, 181.20 feet; Thence Northeasterly 210.27 feet along a 55.00 foot radius curve, concave Northwesterly, whose 103.68 foot chord bears N35°03'51"E; Thence N88°56'27"E, 129.29 feet; Thence S00°50'46"W, 63.27 feet, to the POINT OF BEGINNING. Said Tract of Land contains 9.21 Acres, and is subject to easements and restrictions of record.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Mount Vernon, State of Iowa, to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Mount Vernon, State of Iowa, desires to provide for the division of revenue from taxation on the **Phase 3 Parcels** in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended. [Note: The **Phase 3 Parcels** is the only portion of the Urban Renewal Area that will be included in this TIF Ordinance. The City has previously adopted a separate ordinance which provide for the division of revenue with respect to other portions of the Urban Renewal Area. Nothing in this Ordinance shall amend the prior ordinance(s) nor shall this Ordinance impact the base value or division of revenue already established in the previously approved ordinance(s). The City anticipates that as other parcels develop (increase in value) in the future, the City will adopt separate TIF ordinance(s) on other parcels/areas within the Urban Renewal Area. Therefore, the various TIF ordinances in this Urban Renewal Area will have different frozen bases and different expiration dates.]

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

Section 1. That the taxes levied on the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Mount Vernon, State of Iowa, certifies to the Auditor of Linn County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Mount Vernon, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Mount Vernon, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken anywhere within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional

support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 in existence at the time this Ordinance becomes effective shall be collected against all taxable property within the **Phase 3 Parcels** of the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area exceeds the total assessed value of the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds, and interest thereon of the City of Mount Vernon, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the **Phase 3 Parcels** of the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the **Phase 3 Parcels** of the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the **Phase 3 Parcels** of the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

PASSED AND APPROVED: _____, 2021.

I, _____, City Clerk of the City of Mount Vernon, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2019, signed by the Mayor on _____, 2021, and published in the Mount Vernon-Lisbon Sun on _____, 2021.

_____
City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

01964050-1\13932-032

ORDINANCE CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

1. I certify that Ordinance Number _____, of which a true copy is attached, was duly adopted by the City Council of the City of Mount Vernon, State of Iowa, signed by the Mayor and published as required by law and is now in effect. I further certify that the consideration(s) and votes taken for the enactment of the Ordinance were as follows:

a. First consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

b. Second consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____.

c. Final Consideration - Date: _____
Vote: In favor _____, Opposed _____,
Absent or Abstain _____ .

d. Publication Date: _____.

2. The Ordinance was not considered on any date after its first consideration as shown above when it did not receive an affirmative vote for passage.

3. On the date of _____, _____, the City Council adopted a motion for the suspension of the rule requiring separate consideration at three meetings and voted the final adoption of the Ordinance. The vote for suspension of the rules was by three-fourths of the full City Council, voting _____ in favor, _____ opposed and _____ absent, vacant or abstaining and was duly recorded.

4. I further certify that each meeting for the consideration of the Ordinance was duly and publicly held, with a notice of the meeting and tentative agenda naming the consideration of the Ordinance timely posted and upon reasonable advance notice to the media as required by the Chapter 21 of the Code of Iowa and rules of the Council then governing.

5. I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or

boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2021.

_____
City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

(Attach Affidavit of Publication to this Certificate and send Certificate and Affidavit to Ahlers & Cooney, P.C.)

01964042-1\13932-032

CITY CLERK'S CERTIFICATION TO COUNTY AUDITOR

I hereby certify that attached hereto is a true and correct copy of the Tax Increment Ordinance approved by the City Council of the City of Mount Vernon, State of Iowa, designated as Ordinance Number _____, entitled:

> AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON **CERTAIN PROPERTY** LOCATED WITHIN THE STONEBROOK URBAN RENEWAL AREA, IN THE CITY OF MOUNT VERNON, COUNTY OF LINN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF MOUNT VERNON, COUNTY OF LINN, MOUNT VERNON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE STONEBROOK URBAN RENEWAL AREA (**PHASE 3 PARCELS**)

approved by the City Council on the _____ day of _____, 2021, and duly published on the _____ day of _____, 2021, the original of which is on file in the records of the undersigned.

Dated this _____ day of _____, 2021.

_____
Clerk of the City of Mount Vernon

(CITY SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Linn County, Iowa, hereby certify that on the _____ day of _____, 2021, there was filed in my office a copy of the Tax Increment Ordinance of the City of Mount Vernon, State of Iowa, Ordinance Number _____, approved by the City Council on the _____ day of _____, 2021, all duly certified upon the form attached above.

_____
County Auditor of Linn County, Iowa

(COUNTY SEAL)

F-2

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

ORDINANCE #12-20-2021A

AN ORDINANCE AMENDING CHAPTER 3 BOUNDARIES, SECTION 3.02, VOTING PRECINCTS OF THE CITY OF MT. VERNON MUNICIPAL CODE

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

SECTION 1. **AMENDMENT.** The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by revising section 3.02 Boundaries, which is hereby adopted to read as follows:

3.02 Voting Precincts. The City of Mount Vernon, Iowa, for the convenience of its citizens and to facilitate the casting and counting of ballots at elections, is hereby divided into precincts named Mount Vernon East and Mount Vernon West. Whenever a street is designated as a boundary line, the center of said street is meant, unless otherwise designated, and whenever reference is made to a right of way, the center of said right of way is meant, unless otherwise designated. The precincts are bounded as follows:

(a) Mount Vernon First Precinct. All that portion of the city bounded as follows: Beginning at the intersection of State Highway/1st Ave and 1st St; thence Southwesterly along State Highway/1st Ave to the intersection of the corporate limit boundary; thence counter clockwise along the corporate limit boundary to the intersection of the corporate limit boundary and 1st St W; thence Southeasterly along 1st St W to the intersection of 1st St W and 10th Ave SW/Old Lincoln Hwy NW; thence North along Old Lincoln Hwy NW to the intersection of Old Lincoln Hwy NW and Union Pacific Railroad; thence East on the Union Pacific Railroad to the intersection of the Union Pacific Railroad and Springville Rd NW/8th Ave NW; thence south along 8th Ave NW to the intersection of 8th Ave NW and 1st St W; thence Southeasterly along 1st St W to the intersection of State Highway/1st Ave and 1st St, said point being the point of beginning, shall constitute the Mount Vernon East Precinct.

(b) Mount Vernon Second Precinct. All that portion of the city bounded as follows: Beginning at the intersection of State Highway/1st Ave and 1st St;

thence Southwesterly along State Highway/1st Ave to the intersection of the corporate limit boundary; thence clockwise along the corporate limit boundary to the intersection of the corporate limit boundary and 1st St W; thence Southeasterly along 1st St W to the intersection of 1st St W and 10th Ave SW/Old Lincoln Hwy NW; thence North along Old Lincoln Hwy NW to the intersection of Old Lincoln Hwy NW and Union Pacific Railroad; thence East on the Union Pacific Railroad to the intersection of the Union Pacific Railroad and Springville Rd NW/8th Ave NW; thence south along 8th Ave NW to the intersection of 8th Ave NW and 1st St W; thence Southeasterly along 1st St W to the intersection of State Highway/1st Ave and 1st St, said point being the point of beginning, shall constitute the Mount Vernon West Precinct

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

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

Approved and adopted this ____ day of _____, 202_.

ATTEST:

_____
Jamie Hampton - Mayor

_____
Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #12-20-2021A on the ___ day of _____, 20__.

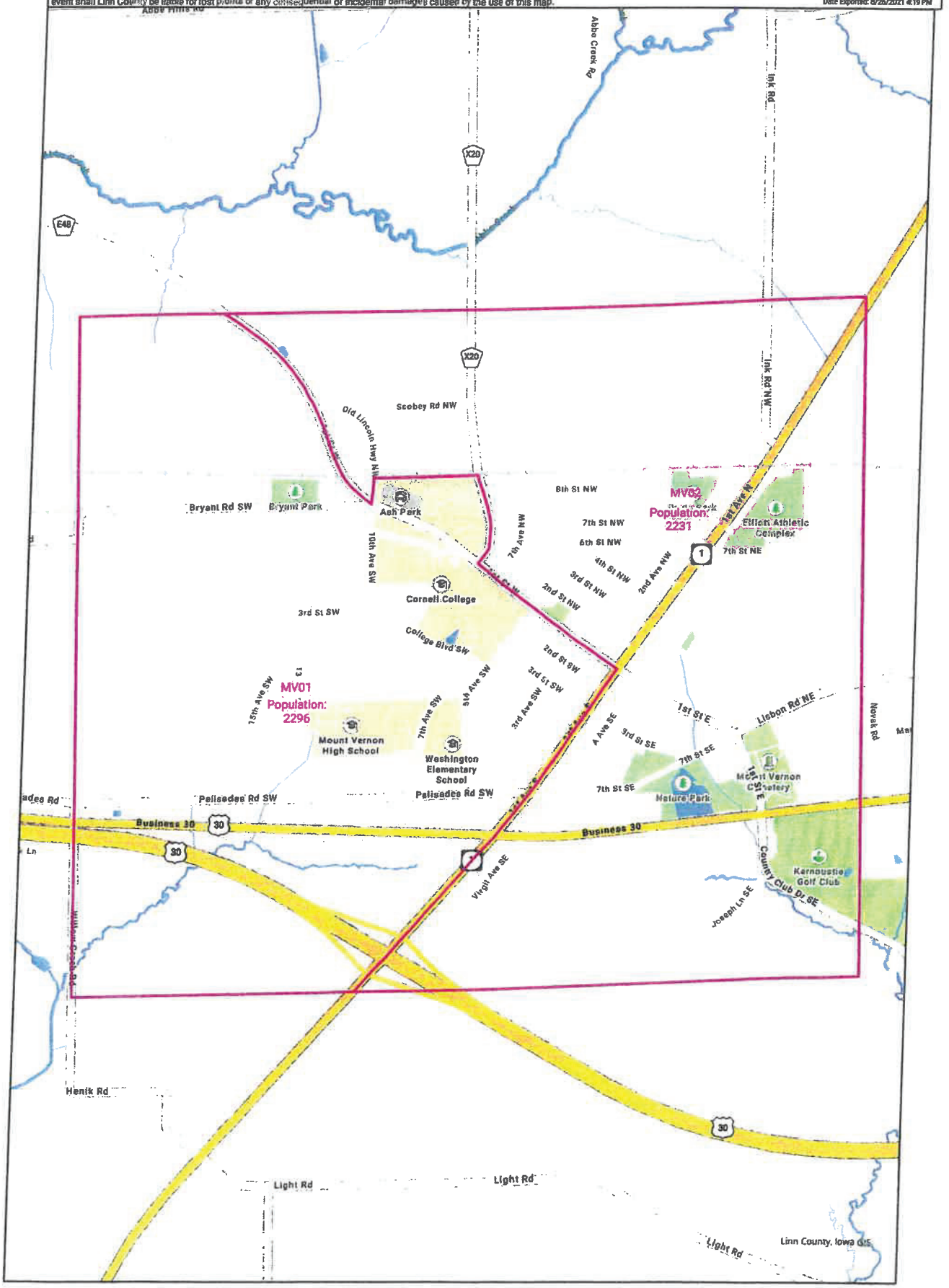
_____
Sue Ripke, City Clerk

Mount Vernon Precinct Plan 03
Balanced Population

© Linn County, Iowa - Linn County makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. In no event shall Linn County be liable for lost profits or any consequential or incidental damages caused by the use of this map.

LINN COUNTY

Date Exported: 8/26/2021 4:19 PM



State of Iowa
City Reprecincting Worksheet

City Information

City: City of Mount Vernon, Iowa

City Population (use 2020 Census number): 4,527

Number of Precincts: 2

City Point of Contact Information for Reprecincting Process

Name: Chris Nosbisch Title: City Administrator

Telephone: 319-895-8742

Email: cnosbisch@cityofmtvernon-ia.gov

Address: 213 1st Street NW, Mt. Vernon, Iowa 52314
Street Address City Zip

Precinct Ordinance and Public Hearing Information

1. Attach a copy of the ordinance describing the city precinct boundaries with this worksheet. If no changes were made to the precinct boundaries following the 2020 census, you still must submit the ordinance, and a copy of the existing precinct ordinance is sufficient.

2. Write the date on which the public hearing was held. If no changes to precinct boundaries were made, a public hearing was not required so please write N/A on the line below.

   Date of public hearing(s): December 6, 2021

State of Iowa
City Reprecincting Worksheet
Precinct Population Certification

City: Mount Vernon

If you require lines in addition to those below, make copies of the following page as needed.

Precinct Name or Number	Population of Incorporated Portion	Population of Unincorporated Portion (only if have joint city/county agreement)	Total Population
Mount Vernon East	2296		2296
Mount Vernon West	2231		2231
City Total Population	4527		4527

I hereby certify that this is a complete and correct list of all precincts in this city of Chris Nosbisch *and that the population data included is correct.*

Signed: _____ Date: _____
Authorized City Representative

Print Name: Chris Nosbisch

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, DECEMBER 20, 2021

PAYROLL	CLAIMS	87,934.34
LYNCH FORD	F550-RUT,WAT,SEW	49,375.00
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT-ECON DEV	23,535.78
BUDGET BLINDS	BLINDS/CITY HALL	4,704.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	4,131.16
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,187.66
WATCH GUARD	VIDEO SOFTWARE-PD	3,160.00
P&K MIDWEST INC	AIR COMPRESSOR-RUT	2,610.36
STATE HYGIENIC LAB	TESTING-SEW	2,073.50
WATCH GUARD	BODY CAM-PD	2,022.00
EBS	INSURANCE CLAIMS-ALL DEPTS	1,938.10
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	1,509.95
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,172.50
ALLIANT IES UTILITIES	ENERGY USAGE-FD	955.14
WENDLING QUARRIES	ROCK-RUT	825.90
MT VERNON ROAD TIRE CO	VEHICLE MAINT-PD	796.05
STATE CHEMICAL SOLUTIONS	DEODERIZER,CHEMICALS-RUT	760.30
BAUER BUILT TIRE - CEDAR RAPID	TIRES/2017 F550	678.82
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES	665.00
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	571.71
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	540.53
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	447.93
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	442.41
SPEER FINANCIAL INC	TIF PREP & DELIVERY-P&A	350.00
BAUMAN AND COMPANY	UNIFORMS-PD	341.70
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	275.55
MEDIACOM	PHONE/INTERNET-POOL	246.79
IOWA SOLUTIONS INC	MONTHLY MAINTENANCE-PD	242.50
WATCH GUARD	VIDEO SOFTWARE-PD	229.26
CAUSE TEAM	STAFF SHIRTS-LBC	220.00
KONE INC	ELEVATOR MAINT CONTRACT-P&A	189.57
CR LC SOLID WASTE AGENCY	GARBAGE SERVICE-SW	180.10
AUSTIN BOHLKEN	REFEREE-P&REC	180.00
JORDAN AXTELL	REFEREE-P&REC	180.00
PAUL HAGEMAN	REFEREE-P&REC	180.00
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	136.34
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	104.08
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	85.13
BAUER BUILT TIRE - CEDAR RAPID	TIRE SWAP/SKIDLOADER-RUT	82.00
ALLIANT IES UTILITIES	ENERGY USAGE-RUT,P&A,WAT,SEW	76.28
MATT SIDERS	MILEAGE-P&REC	70.00
MATT SIDERS	MILEAGE-P&REC	68.32
AIRGAS INC	CYLINDER RENTAL FEE-PW	68.06
CENTURY LINK	PHONE CHGS-PD	62.09
GRAINGER INC	PHOTOCELL-P&REC	51.68
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-LBC	42.62
CASSIDY OLBERDING	REFEREE-P&REC	40.00
MT VERNON CAR WASH	VEHICLE MAINT-PD	40.00
SIERRA SNYDER	REFEREE-P&REC	40.00
GRAINGER INC	MULTIMETER-RUT	33.37
LYNCH FORD	VEHICLE MAINT-PD	33.15
GRADY OLBERDING	REFEREE-P&REC	30.00
SIERRA SNYDER	REFEREE-P&REC	30.00
LAURA ECKLES	MILEAGE-P&A	19.37
P&K MIDWEST INC	OIL FILTER-RUT	18.10

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, DECEMBER 20, 2021

CREATIVE PRODUCT SOURCING	DARE-PD	11.25
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		198,300.45

GENERAL FUND	36,958.15
ROAD USE TAX FUND	39,542.32
CAPITAL IMPROVEMENT PROJECTS	4,704.00
WATER FUND	19,280.46
SEWER FUND	9,085.33
STORM WATER FUND	56.20
SOLID WASTE	386.75
LBC	352.90
PAYROLL	87,934.34
TOTAL	198,300.45

AGENDA ITEM # J – 2

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	Covid Related Policies/Procedures
ACTION:	Possible Motion

SYNOPSIS: The seven day positivity rate for the 52314 zip code is down to 1.00 (December 16, 2021). With that being said, hospitalizations are up, as are positive cases. Based upon the last email I received, the Mount Vernon Community School District will be ending their elementary school mask requirement on December 31, 2021.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Possible Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

AGENDA ITEM # J – 3

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	Solid Waste Contract
ACTION:	Motion

SYNOPSIS: I have enclosed a revised copy of the contract, along with the comments from the City Attorney. A majority of the City Attorney comments had already been addressed by city staff. One item of note, the last contract distributed represented a 4% annual rate increase. This has been changed to 3.5% to reflect the RFP submittal.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the "**Agreement**") is made and entered into this _____ day of December 2021("**Effective Date**"), by and between the City of Mount Vernon, Iowa ("**City**"), and Republic Services LLC d/b/a Republic Services of Cedar Rapids a Delaware limited liability company qualified to do and actually doing business in the State of Iowa ("**Company**").

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Recycling Material (as defined in Exhibit A) for the following types of locations ("**Location Types**") within the territorial jurisdiction of the City (the "**Services**"):

   Location Types

   X_____ Residential Units X___ Commercial Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).

3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.

4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the residents and Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A General Specifications for Services

Exhibit B Pricing

6. Term. This Agreement begins on July 1, 2022 and expires on June 30th 2032.
the contract will be extended for an additional twelve (12) months beyond the original termination date unless one of the parties notifies the other in writing within sixty (60) days prior to such extension date that the Contract is not to be further extended. The parties intend that the Contract will be automatically extended indefinitely as provided in this paragraph until a party notifies the other party in a timely manner of that party's election not to extend the Contract. This Contract may also be further extended upon mutual written agreement of City and Contractor.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates by 3.5% percent for all Services on July, 1 of each successive year of the contract.

7.3 Cost Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, or federal rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) fuel costs in excess of $4.50 per gallon; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost. Where possible the city shall receive a 30 day notification of changes.

7.4 Annual Recycling Adjustment. In addition to the Annual Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Company shall evaluate, and adjust, if needed, the Recycling Processing Charge based on any changes in Commodity Sales, Processing Rates and/or Residual Costs. The Recycling Processing Charge over the most recent twelve-month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. Should unforeseen circumstances cause at least a 20% change in Company's Recycling Processing Charge, both parties agree to implement a mid-year adjustment to the Recycling Processing Charge. In the event of any Recycling Adjustment, the City shall have sole discretion to make a lump sum payment to Company (or receive a lump sum credit) or to pass the Recycling Adjustment through to the rate payers in the City. The city will receive a notice 30 days prior to any mid-year changes.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the City. The City shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The City shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City. Company shall invoice the City for the number of addresses that were billed by the City by the end of each month, and the City shall pay Company's invoices.

8.2 Payment. The City or Customer, as applicable, shall pay each of Company's invoices without offset within twenty (30) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the City, City shall pay Company's invoices in full irrespective of whether or not the City collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the City or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the City.

8.5 Audits.

8.5.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all

addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. The City shall share all findings and documentation with respect to such audits with Company.

8.5.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within sixty (60) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving sixty (60) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within sixty (60) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.

10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire Waste Container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Company in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the City limits is

rejected by the recycling facility or is not of the intended quality or grade, Company will notify the City and the City shall pay any damages, costs, and penalties incurred by Company due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Company from selling some or all of the Recyclable Materials, Company may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update the City's rates accordingly. Company will notify city of any changes in recycling due to market conditions prior to any changes in collection.

14. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The City shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the City or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces is resulting from Company providing the Services under this Agreement. Unless caused by companies negligence.

15. Representations and Warranties. City represents and warrants that: (1) this Agreement, including Company's performance of Services under it, will not result in a violation of, conflict with, or constitute a breach by City of any contract, obligation, or commitment to which City is a party or by which it is bound; and (2) no contract with a third party is currently in effect that encompasses all or a part of the Services to be provided by Company under this Agreement. The City shall defend, indemnify and hold harmless the Company, its officers, agents, representatives and/or employees, from and against all claims, damages, losses, costs, expenses, or other liabilities arising out of the City's breach of any of its representations or warranties in this Agreement.

16. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents

17. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	$1,000,000 each Bodily Injury by Accident $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	$2,500,000 each occurrence
Combined – Single Limit	$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

18. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

19. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

20. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.

21. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.

22. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid

and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (j) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Mount Vernon	Republic Services LLC d/b/a Republic Services of Cedar Rapids
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

GENERAL SPECIFICATIONS FOR SERVICES

1. WASTE MATERIAL/SERVICE TYPES. The following Waste Material/Service Types shall be considered in scope during the Term of this Agreement:

x_____ Solid Waste _____x Yard Waste

x_____ Recyclable Material _____x Bulk Waste

_____ Construction & Demolition Debris

2. DEFINITIONS

2.1 Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

2.2 Bin – Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

2.3 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste shall not include any Excluded Waste.

2.4 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight. A Bundle shall not include any Excluded Waste.

2.5 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility, or Large Commercial or Industrial Unit.

2.6 Customer – An operator or occupant of a Residential Unit or a Municipal Facility who generates Garbage, Rubbish, Yard Waste or, if covered by this Agreement, Recyclable Materials.

2.7 Disposal Site – A Waste Material depository designated by Company, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

2.8 Excluded Waste – Excluded Waste is all Bulky Waste (except as otherwise provided in this Agreement), Large Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and Special Waste.

2.9 Garbage – Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is

likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

2.10 Hazardous Waste – A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

2.11 Industrial Permanent Unit – A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

2.12 Industrial Temporary Unit – A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20, 30 or 40 yard roll-off container). The collection time period is limited to a specific event or a short-term project.

2.13 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

2.14 Large Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Large Commercial or Industrial Unit.

2.15 Large Commercial or Industrial Unit – All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility. Metal or plastic container 2 yards or larger.

2.16 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.17 Multi-Family – The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

2.18 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit B of this Agreement.

2.19 Offal Waste – Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

2.20 Recycling – The collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement.

2.21 Recyclable Materials – The following items are classified as Recyclable Materials under this Agreement:

(a) Cans – Clean aluminum, tin/steel containers.

(b) Paper and Newspaper – Clean, dry, unsoiled paper.

(c) Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

(d) Cardboard

2.22 Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families including single family homes and duplexes. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

2.23 Rubbish – All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

2.24 Small Commercial Unit - a small commercial business whose Garbage and Rubbish is placed in not more than one Solid Waste Cart per collection day, including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City.

2.25 Small Dead Animals – Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

2.26 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

2.27 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

(a) Waste generated by an industrial process or a pollution control process;

(b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;

(c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");

(d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;

(e) Waste which may contain free liquids and requires liquid waste solidification;

(f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;

(g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

2.28 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

2.29 Waste Container – A Container for Garbage, Rubbish and Yard Waste or a Container for Recycling.

2.30 Waste Material – All nonhazardous, Solid Waste (including Garbage, Rubbish, Yard Waste and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

2.31 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

3. COLLECTION OPERATIONS – GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. All material must be placed inside Rolling Carts, provided by Company. Carts shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any Rolling Carts not so placed or any Waste Material not in a Company provided Rolling Cart as specified in the applicable Exhibit hereto. Customers will have the ability to upgrade to larger or multiple carts for an additional cost. Replacement Containers may be refurbished.

3.2 Collection of Recyclables. Company will provide Carts for curbside collection of Recyclable Materials.

3.3 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after 6:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.4 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facilities collection routes to the City in advance of the commencement date for such route collection activity. Residential Units will receive Waste collections Services a minimum of one (1) time per week and Recyclable collections will occur one (1) time per week. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.5 Bulk Items. Each household will be allowed one bulky item per month at no additional charge. Item must be safely handled and loaded by a single employee. Appliances, Construction Debris, E-waste and Tires are not included and will incur an additional charge. Residents will be allowed to place non freon appliances, ewaste and tires out for collection on the first and third collection day of the month. There is a per item charge and must be placed on a list provided by the city prior to collection day.

3.6 Annual City Cleanup. The Contractor will provide an annual spring clean-up, to take place during the months of April or May. This service will provide for the curbside collection and disposal of large and bulky item(s) not ordinarily collected. Each collection unit will be allowed two (2) bulky items and 1 cubic yard of materials (equivalent to approximately six (6) 30-gallon trash containers). The city is responsible for all disposal charges incurred. The Contractor will work with the City to determine the exact date of collection.

3.7 Yard Waste. Yard-waste will be collected weekly from the first week in April through November. Yard waste collection will be available by separate subscription and will include a 95 gallon cart. All yard waste material must be placed in the cart provided.

3.8 Free City Services. Once a week collection of solid waste from the following City facilities: City Hall, Police Department, Wastewater Treatment Facility, Public Works Facility, Visitor's Center, and LBC. Once a week collection of recyclables from two City-owned facilities, the LBC, Police Department and City Hall

3.9 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.10 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Company.

3.11 Disposal. All Waste Material, other than Recyclable Material, collected within the City under this Agreement shall be deposited at any Disposal Site, selected by the Company, properly authorized by the State.

3.12 Delivery. All Recyclable Material collected at the drop off site for delivery and sale by the Company shall be hauled to a processing facility selected by the Company.

3.13 Customer Education. The City shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections. Republic will provide a service guide to each residence prior to beginning service.

3.14 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT B

PRICING

	Residential Service	Price		
7/1/22-6/30/23	35, 65 or 95 gallon cart for trash serviced weekly		$9.85	
7/1/22-6/30/23	35 Gallon Trash Cart serviced Every other week		$5.50	
7/1/22-6/30/23	65 gallon recycling cart serviced weekly	$	7.00	
7/1/22-6/30/23	Large Item/Appliance/Tire Rate		$25	per item
7/1/22-6/30/23	95 gallon cart for yard waste serviced weekly Apr-Nov		$10	per month
	Yard waste is billed over 12 months $120 per year			
7/1/22-6/30/23	Container Delivery/Removal/Exchange after initial setup		$30	per request
	There will be no delivery charge for containers delivered to Public Works for city to distribute to residents			
	If a container is damaged it will be replaced at no charge			
7/1/22-6/30/23	Recycling Processing Charge		$0.07	per month
7/1/22-6/30/23	**Commercial Trash Service**	1x per week		
	Commercial Cart (65 or 95 Gallon)	$	22.50	
	2 yard dumpster	$	63.00	
	4 yd dumpster	$	104.00	
	6 yd dumpster	$	156.00	
	8yd dumpster	$	198.00	
7/1/22-6/30/23	**Commercial Recycling Service**	1x per week		
	Commercial Cart (65 or 95 Gallon)	$	10.00	
	2 yard dumpster	$	50.00	
	4 yd dumpster	$	95.00	
	6 yd dumpster	$	140.00	

ALL RATES WITH THE EXCEPTION OF THE RECYCLING PROCESSING FEE ARE SUBJECT TO A 3.5% RATE INCREASE ANNUALLY

City will provide a list of large item collections prior to collection day.

Additional carts are available and will be billed the same rates as the first cart.

ATTORNEYS
Darrel A. Morf
J. Scott Bogguss
Philip D. Brooks
Roger W. Stone
Kevin J. Visser
Randal J. Scholer
William S. Vernon
Eric W. Lam
Matthew J. Brandes
Michael McDonough[6]
James M. Peters
Chad M. VonKampen
Gregory G. Williams
Nicolas AbouAssaly
Lynn W. Hartman
Kathleen A. Kleiman[1]
Thomas D. Wolle
Paul P. Morf
Philip A. Burian[1]
Christine L. Conover
Thomas N. DeBoom
Matthew J. Adam
Amanda M. D'Amico
Jacob R. Koller
Brian J. Fagan
Kyle W. Wilcox
Jeffrey A. Stone
Matthew J. Hektoen
Paul D. Gamez
Christopher J. Voci[3,5,8]
Dawn M. Gibson
Carrie L. Thompson
Travis J. Schroeder
Chad D. Brakhahn[6]
Travis M. Cavanaugh
Erin R. Nathan[1]
Christopher K. Loftus[4]
Laura A. Jensen[1]
Rae M. Kinkead[2]
Nicholas D.K. Petersen[7]
Jacob W. Nelson[2]
Abram V. Carls[1,4]
Alexandria M. Ransom
Michael J. Neuerburg[9]
Drew A. Powell
Stephen B. Larson
Matthew L. Roth
Joseph J. Porter
Rebekah W. Jalilian-Nosraty
Jacob K. Vetter
COUNSEL
Larry G. Gutz[2]
Robert E. Konchar
David W. Kubicek
Stephen J. Holtman
Robert S. Hatala
REGISTERED PATENT ATTORNEYS
Gregory G. Williams
Christopher J. Voci[3,5,8]
Carrie L. Thompson
Michael J. Neuerburg[9]
RETIRED
William A. Bergman
Stephen C. Nelson
James R. Snyder
Richard G. Hileman, Jr.
Iris E. Muchmore
James A. Gerk
Mark H. Ogden

Writer's Direct Dial No. (319) 896-4041
Writer's Voicemail Ext. 241
Email Address: rhatala@spmblaw.com

December 10, 2021

Chris Nosbisch
City of Mt. Vernon, Iowa
213 First St W
Mt. Vernon, IA 52314

RE: Municipal Materials and Management Agreement

Dear Chris:

I received the draft Municipal Materials and Management Agreement. These are my comments:

1. As we discussed, I think that the use of the term Village does not apply to Iowa. I suggest using either "City" or "Municipality".

2. Paragraph 4: Note that the Company can use customer information for marketing purposes. Is this ok with the City?

3. Paragraph 6: The term of the agreement is 10 years. Prior discussion, I understand that this is a common time period for this kind of an agreement.

4. Paragraph 7: Again, There are rate adjustments including annual rate adjustments, cost adjustments and an annual recycling adjustment. I understand that these have been discussed and acceptable. There should at least be a provision requiring that the Company give an advance notice before making the cost adjustments in 7.3 and 7.4.

5. Paragraph 8.4: When would an individual customer have to pay any kind of fee? Based on the agreement, it appears that payments would come from the City of Mt. Vernon.

6. Paragraph 9: Termination refers to both 30 days and 60 days. will I understand that you will be requesting that the applicable periods be all set at 30 days.

7. Paragraph 14: This provision puts the liability for loss or damage to the Company's equipment on the City except for wear and tear. This provision should be clarified. I am assuming that should the Company cause damage to its own equipment beyond wear and tear that it will not be seeking reimbursement from the City.

8. Paragraph 15: The Company should likewise agree to indemnification provisions similar to what is contained in this section.

Please let me know if you have any further questions or comments.

Sincerely,

Robert S. Hatala

AGENDA ITEM # J – 4

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	Fire Department Constitution
ACTION:	Motion

SYNOPSIS: The Mount Vernon Fire Department has been reviewing possible changes to its constitution. By ordinance, the suggested revisions cannot become effective until the City Council has voted in favor of the changes. I do not believe the changes are significant in nature, and have asked representatives from the fire department to be present to review them with you at the meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

CONSTITUTION OF THE MOUNT VERNON FIRE DEPARTMENT

Preamble

Be it resolved, that we solemnly pledge ourselves to sustain the officers on the discharge of their duties, and hold ourselves bound in honor to conform to and abide by, in every respect, the following Constitution and by-laws.

Article I
Name and Purpose

1. This organization shall be known as the Mount Vernon Fire Department.
2. It's purpose shall be to preserve life and property within its fire district, in case of fire or other emergency and to promote, through fire safety education, the prevention of such fires or other emergencies.

Article II
Membership

1. The membership of this organization shall be composed of Probationary, Active and Honorary members.
   A. Active members are all members who attend required training and meetings unless otherwise excused as set forth in the by-laws. Active members will be paid on call members. Members will be considered City staff and will be compensated as stated in the pay structure agreed upon between the City and Fire Department.
   B. Probationary members are new members who have less than one year of service, or who have completed one year of service and not attained the proper training requirements. A probationary extension after one year of service may be approved by the body by a 2/3 vote. Probationary members will be paid on call members. Members will be considered City staff and will be compensated as stated in the pay structure agreed upon between the City and Fire Department.
   C. Honorary Membership shall be granted to any active member in good standing, upon their resignation, who has achieved 10 years of distinguished service.
2. Any person in sound mind and body and who attained the age of 18 years, and who is in good standings with the community, shall be eligible for election to probationary membership in this organization.
3. All applicants and members shall live within the city of Mount Vernon or within Linn Fire District #1 or work in the city of Mount Vernon or Linn Fire District #1
   A. Active members not meeting above listed criteria may remain on the department by 2/3-majority vote of the department.
4. All applications for membership shall be on form provided to the department.
5. Any application for membership shall be voted on not more than twice. Then, if the application is not approved, said application shall be considered inactive and no longer a valid application. The applicant must wait one calendar year from the date of the original application to reapply.
6. After a period of one year a probationary member may become eligible for election to active membership by completing a written and practical skills test, and an oral examination concerning the Constitution, Bylaws, SOP's, and operational readiness.

TheAssistant Fire Chief of Training shall administer the examinations prior to election to active duty by the membership of the department.

7. On the meeting night set for installation of active membership, the mayor shall be requested to be present and administer the oath, affirmation or pledge of office. At that time, the member will be provided a firefighter badge.
8. The number of active members shall not be less than 15. The number of probationary members shall not be more than one third of the maximum number of active members.
9. Any member may be expelled from this department for cause, by two-thirds vote of active members present at any business meeting. They must have been notified in writing, by certified letter signed by the Fire Chief, that charges will be preferred against them at said meeting. This section shall not apply to special reasons for automatic discharge from the department that are part of the Bylaws or City Policies, except where reference is made to this section of the Constitution.
10. If, at any time, a quality membership is in question, the Fire Chief may provide all personnel records to the City Council. If the City Council finds that the total attendance at meetings, trainings, incidents, and duty crew shifts for the past year has been less than 65 percent, it may at its discretion and recommendation of the Fire Chief, order the expulsion of the member.
11. Any member having been absent from any required meeting or training three (3) times in succession without notifying any officer either personally or by phone as to cause of said absence shall be automatically suspended until satisfactory proficiency of the material presented during their absence is determined by the Fire Chief, or designee.
12. Members will be considered employees of the City of Mount Vernon. Members will follow set standards of the City of Mount Vernon employee handbook.
13. Probationary members completing their probationary year and training requirements will be sworn in as an Active, paid on call, member.

Article III
Elected Officers

1. The officers of this organization shall consist of Fire Chief, Assistant Fire Chief of Operation, Assistant Fire Chief of Training.
2. The Fire Chief and Assistant Fire Chiefs shall have a minimum of one year of officer experience with the department.
   a. It is recommended that anyone nominated for Fire Chief has previously served at least one year as Assistant Fire Chief.
3. All elected officials are required to attend Monday night meetings and training sessions unless otherwise excused.

5. Six (6) Captains shall be elected during the same election period as the Fire Chief. The number of Captains to be elected shall be determined by the current Fire Chief, and Assistant Chiefs. This number shall be presented no later than the April business meeting prior to May nominations

Article IV
Election of Officers

1. The election of officers of this organization shall be on a three year rotation. They shall assume their office in July. Nominations shall be made at the May business meeting. The election shall be held at the June business meeting.

2. All active members in good standing shall be eligible voters.
3. The offices of Fire Chief and Captains shall be elective.
4. The election of the positions shall then be submitted to the City Council for appointment. Upon refusal of the City Council to appoint an elected position the office shall be declared vacant and another election held at the next business meeting. In such an event the previous Fire Chief, Assistant Fire Chief or captain shall hold office until an appointment has been made.
5. When the election of the positions is sent to the City Council for appointment, the acting Fire Chief shall, at the request of the City Council, display department attendance records and such other records of the department as the City Council shall request.
6. Assistant Fire Chief of Operation, Assistant Fire Chief of Training shall be appointed by the Fire Chief within 30 days of the Fire Chief's election to the office.
7. Assistant Fire Chief of Operation, Assistant Fire Chief of Training shall serve a term length concurrent to the Fire Chief who appointed them.
8. Committee heads, and other officers not provided for in this Constitution or Bylaws shall be appointed by the Fire Chief.

Article V
Duties of Officers

1. The Assistant Chiefs shall call role at meetings, drills and after fires, and shall notify members of special meetings.
2. The Fire Chief and Assistant Chiefs shall be responsible for the efficiency of any and all apparatus used by the department, and shall be satisfied by personal inspection at least once a week, and that all means of combating fires are at their highest efficiency. The Fire Chief and Assistant Chiefs shall, at meetings and at activities, communicate such information, facts and remarks as the best interest of the department may require. At each business meeting, and special meetings called for this purpose, the Assistant Fire Chief of Training shall conduct or have conducted, practical drills, or training classes covering the handling of hose, ladders, ropes, hook ups, hose manipulations usually termed fire department evolution's, salvage, ventilation, rescue, inspections, fire prevention and other informational subjects that are of value to a firefighter. The Fire Chief, or designee, shall appoint a Safety Officer, as well as assign captains and members to their crews. The Fire Chief, or designee, shall make such appointments, as he deems advisable for the efficient operation of the department.
3. The Fire Chief shall recommend to the city council or the governing body of the local fire department to make mutual aid agreements with other departments in the surrounding communities, to take part of the department apparatus, and personnel to their aid when requested. In the event that the fire department and or apparatus responds to a call from another town or community, it shall be the duty of the Fire Chief, or designee, to make arrangements or provisions for a suitable temporary protection for its own community.
4. The Assistant Chiefs shall report to the Fire Chief at fires or drills and shall assist him in his duties. In the absence of the Fire Chief, a designated Assistant Fire Chief shall be in charge at fires or drills, and if the office of the Fire Chief be declared vacant, the senior

Assistant Chief shall be Fire Chief for the remainder of the current term, or until the successor of the Fire Chief is qualified and elected.

5. The Disciplinary committee shall consist of the Fire Chief and Assistant Fire Chief, his/her crew officers and two other active members chosen at random per incident.
6. The Captains of the fire department shall be responsible for, but not limited to, maintaining effective crews, overseeing weekly crew assignments, completing duty crew attendance, and input of fire reports.

Article VI
Installation of Officers

1. On the meeting night set for installation of officers, the mayor shall be requested to be present and administer the oath, affirmation or pledge of office. At that time, the member will be provided a badge corresponding to their rank.

Article VII
Duties of Members

1. Upon receiving a call for service, every active member shall promptly report to the fire station and assist in getting apparatus to the scene and in operation. Should the apparatus have departed they shall inform the Incident Commander as to the number of available personnel. The remaining personnel shall remain at the station until it is determined that no further help is needed at the fire ground. Upon arrival at the scene every active member shall serve at their assigned task and assist in any work assigned to them by their commanding officer. They shall not leave the scene without permission from the IC.
2. All members shall assist in cleanup and preparing the equipment on the apparatus condition for the next run, unless excused by the IC.

Article VIII
Quorum and Amendments

1. One half of the paid on-call members of the department at the time and place of regular meeting shall constitute a quorum, and in all transactions not otherwise provided for, a majority of votes cast shall govern.
2. The Constitution may be amended by a vote of two thirds of the active members present at any business meeting, provided the proposed amendments has been submitted in writing at a preceding business meeting. Such amendments shall, however, not be considered final until they have been submitted to and approved by the city council and or governing city government
3. The Bylaws may be amended at any business meeting by a vote of two thirds of the active membership.

AGENDA ITEM # J – 5

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	PTO Adjustment
ACTION:	Motion

SYNOPSIS: Ms. Forest has worked for the City as the Pool Supervisor since April 2008. The PTO policy allows for an employee's past years of service to count towards their monthly accrual rate. As the Pool Supervisor was a part time position working between 50-60% of a normal work year, I am recommending Ms. Forest receive credit for 6.5 years. This would move her monthly accrual of PTO hours from twelve to sixteen.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

K. Reports-Received/File

Mt. Vernon-Lisbon Police Department

Douglas J. Shannon
Chief of Police

NOVEMBER 2021
POLICE REPORT

Vehicle Collisions

There was a total of 8 reported collisions during the month. There were 8 collisions in Mount Vernon. Collision 1 occurred at the hwy 1 roundabout when unit 1 failed to yield when entering the roundabout, striking unit 2. Damage was estimated at $3,000 and no injuries were reported. Collision 2 occurred when unit 2 backed out of parking spot, striking unit 1, which was parked. Damage was estimated at $1,050 and no injuries were reported. Collision 3 occurred at the hwy 1 roundabout when unit 1 failed to yield when entering the roundabout, striking unit 2. Damage was estimated at $3,000 and no injuries were reported. Collision 4 occurred when unit 1 turned right behind a parked car onto 2nd Ave SW, turning into oncoming traffic, striking unit 2. Damage was estimated at $1,300 and no injuries were reported. Collision 5 occurred when unit 1 was driving into a parking spot and struck unit 2, which was parked. Damage was estimated at $500 and no injuries were reported. Collision 6 occurred at the hwy 1 roundabout when unit 1 failed to yield when entering the roundabout, striking unit 2. Damage was estimated at $1,800 and a minor injury was reported. Collision 7 occurred on 1st Ave SW when a driver lost control and struck a tree. Damage was estimated at $20,000 and no injuries were reported. Collision 8 occurred at the hwy 1 roundabout when unit 1 failed to yield when entering the roundabout, striking unit 2. Damage was estimated at $6,600 and no injuries were reported.

There were 0 collisions in Lisbon.

Incidents/Arrest

There were 27 reported incidents during the month. In Mount Vernon, there were 19 reports which included: assault – sexual assault (x3), vandalism, disorderly conduct, criminal mischief, violation of no contact order (x2), harassment (x2), hit and run (x2), medical, theft (x5), driving while barred, public intoxication, informational drug report, and warrant.

In Lisbon, there were 8 reports which included: criminal mischief (x2), harassment, juvenile issues (x4), and operating without valid driver's license.

During the month, officers had 3 arrests. In Mount Vernon there were 3, including: theft, driving while barred, and possession of drugs.

In Lisbon there were none.

380 Old Lincoln Highway
Mount Vernon, Iowa 52314

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319-895-6617 (fax)

Mt. Vernon-Lisbon Police Department

Douglas J. Shannon
Chief of Police

K-9 Report

Monster was deployed 1 time to assist Cedar County.

Community Service/Training/Misc.:

- Mount Vernon Community School send off to state volleyball
- Officer Daubs promoted to Sergeant
- Administrative Assistant Tasha Whitman and Officers participated in Adopt-A-Family and Thanksgiving Food Baskets through SELCC
- Officers Ford and Daubs participated in the Cornell Alcohol Awareness Event
- Officers Gehrke and Daubs participated in Active Threat Training for Mount Vernon city employees
- Boots vs Badges Blood Drive Results: 29 units of blood were collected, which will help up to 116 patients.
- Lisbon D.A.R.E graduation was 11/23 with Officer Ford
- Mount Vernon High School Band send off to the Chicago Thanksgiving Day Parade
- Lisbon time (administration, call for service, patrol): 310 hours

	Nov	Oct	Sept	Aug	July	June
Administrative	59	87	58	38	74	37
Call for service	23	22	35	33	42	148
Patrol	228	218	197	371	180	240
	310	327	289	442	296	240

GTSB:

During November, officers worked 2.5 hours of STEP which resulted in 1 speed citation and 3 speed warnings. Two officers also participated in the Cornell College Alcohol Awareness educational event in partnership with the Wellness Coalition of Rural Linn County.

Respectfully Submitted,

Chief of Police

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Mount Vernon
Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:
Eric Roudabush
Scott Rose
Tom Wieseler
Stephanie West
Deb Herrmann

Public Works Report
12/20/21 Meeting

Streets Dept.

I will start with, what a very unprecedented start to the winter months. The weather has however, given us the opportunity to keep moving forward with a few things that would have normally been put to a halt. We were able to make another run through town for some additional leaf pickup. We have also been able to attempt to finish taking care of any remaining stump grinding, grinding cleanup and backfilling of those areas. After our own evaluation of the City ROW two weeks ago, we had a list of approximately 25 locations of stumps that needed to be ground, cleaned up or backfilled and 85% of that list has been checked off. The entire City ROW locations that have had stumps removed and backfilled will be touched up and seeded in the spring.

The Crew and I have done a lot of cleaning and organizing at the future PW site on Bryant Road. Material piles have been processed into a finished product and consolidated for future resident consumption. We have been able to sell several logs from the Derecho damage and TTC's tree removal. This has depleted a fair amount of space that is usable at the site and also helped us recoup approximately $8200 to help recover from the costs associated with Derecho. I have been trying to get some quotes from a few companies to chip/grind the remaining brush pile that has accumulated from storm damage since Derecho. The quotes will likely fall in the $10k range. Andy Bockenstedt was the company we used before, and he has indicated that he could be here early to mid-January to start. Andy has also added a tree trunk splitter into his inventory and that means he can split and chip all the trunks that have not been able to be processed in the past because of their size.

Mount Vernon
Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:
Eric Roudabush
Scott Rose
Tom Wieseler
Stephanie West
Deb Herrmann

We continue to have people dump trailer loads of brush or full tree removal at the site. With that in mind, we have recently made some progress in aid to prevent illegal dumping at the PW site. Alliant Energy has mounted flood lights on poles that now illuminate each access to the site. One of those lights has been placed on a new pole that is placed by the west gated entrance. That pole now has a meter and outlet that will soon hold 3 cameras that RC Tech will install. These cameras will have the ability to access with a phone for Chief Shannon, Chris Nosbisch and myself. As building structures begin to get erected on the site, the cameras can be relocated if necessary.

There have been several new Emergency Snow Route signs installed in the NE and SW quadrants. We have been waiting on more signs to finish the installation process.

The City finally received the 2022 F550 that we had ordered in April. This truck will replace the 2008 F450. The F450 has a plow that will not fit on any other vehicle. It also has used a slide in salt spreader that is not needed with the new truck. We will attempt to capitalize (early winter season) on the resale of this truck, plow and spreader soon with your approval.

The new Freightliner plow truck that will have the wing blade for Business HWY 30, has been delivered to the dealer and sent to Hendersen. Hendersen pulled it in their shop yesterday and started assembling the plow, dump box, spreader, etc.

We at Public Works wish you all a very Merry Christmas and a Happy Holiday Season!

Eldon Downs
City of Mt. Vernon
Public Works Director

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

AGENDA INFORMATION
MT. VERNON CITY COUNCIL COMMUNICATION

DATE:	December 20, 2021
AGENDA ITEM:	CIP Parameters
ACTION:	Motion

SYNOPSIS: I want to briefly discuss/gauge the Council's opinion on the potential borrowing for this spring. I have some questions regarding project priorities before finalizing the CIP plan for next year. Palisades, Cass St, 8th St NW, and 10th St SW are all street projects that have been on our radar. The proposed borrowing is estimated at $1.75 million, with $800,000 slated for the police department renovations and another $500,000 slated for a cold storage facility at the PW site. Palisades is estimated to cost around $450,000, so that would be the end of the borrowed funds. The city does have $840,000 from the IaDOT buyout of old Hwy 30, but I would suggest reserving 50% of those proceeds for future repairs to that road surface Palisades carries the most vehicle trips of the projects listed, followed by Cass and 10th St SW.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch **DATE PREPARED:** 12/17/21

M. Reports Mayor/Council/Admin.

CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
December 20, 2021

- Staff held the two year warranty walk through at the LBC on Wednesday, December 15, 2021. The track surface remains a concern as additional depressions seem to be apparent to staff. Structurally the track is in good condition, aesthetically it's less than pleasing.
- The deadline for the pool RFP's is Tuesday, December 21, 2021. Staff is hopeful for a number of submittals based upon the initial response.
- Just a reminder that City offices will be closed on Friday, December 24, 2021 and Monday, December 27, 2021 for the Christmas holiday. City offices will also be closed on Friday, December 31, 2021 for the New Year holiday.