

# City of Mt. Vernon, Iowa

**Meeting:** Mt. Vernon City Council Meeting  
**Place:** Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314  
**Date/Time:** August 19, 2019 – 6:30 PM  
**Web Page:** [www.cityofmtvernon-ia.gov](http://www.cityofmtvernon-ia.gov)  
**Posted:** August 16, 2019

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

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

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

- D. Consent Agenda

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

- 1. Approval of City Council Minutes – August 5, 2019 Regular Council Meeting
- 2. Approval of Liquor License – Bon Appetit at Cornell College
- 3. Approval of liquor License – BIG'S BBQ Brewpub

- E. Public Hearing

- 1. Public Hearing on the Ordinance Amending Article 910, Parking for Personal and Recreational Vehicles of the Zoning Regulations of the Municipal Code of Mt. Vernon, Iowa
  - i. Close public hearing – Proceed to F-2

- F. Ordinance Approval/Amendment

- 1. Ordinance #8-5-2019A: Amending the White Pines Planned Unit Overlay District Identified in Ordinance #1-27-2019C
  - i. Motion to approve second reading and proceed to the third and final reading (Council may suspend rules and proceed to the final reading after a vote of the second reading)
- 2. Ordinance #8-19-2019A: Amending Article 910, Parking for Personal and Recreational Vehicles of the Zoning Regulations of the Municipal Code of Mt. Vernon, Iowa
  - i. Motion to approve 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. Resolution #8-19-2019A: Approving and Authorizing a Form of Loan and Disbursement Agreement by and Between the City of Mount Vernon, Iowa, and the Iowa Finance Authority, and Authorizing and Providing for the Issuance and Securing the Payment of \$1,766,000 Sewer Revenue Capital Loan Notes, Series 2019, of the City of Mount Vernon, Iowa, Under the Provisions of the City Code of Iowa, and Providing for a Method of Payment of Said Notes: and Approving Tax Exemption Certificate
2. Resolution #8-19-2019B: Directing the Advertisement for Sale and Approving Electronic Bidding Procedures and Official Statement
3. Resolution #8-19-2019C: Setting Dates of a Consultation and a Public Hearing on a Proposed Amendment No. 6 to the Mount Vernon Urban Renewal Plan in the City of Mount Vernon, State of Iowa

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. None

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Change Order Request #26 – Lester Buresh Family Community Wellness Center Project - Council Action as Needed
3. Discussion and Consideration of Engagement Letter with Ahlers Cooney – Urban Renewal Plan Update - Council Action as Needed
4. Discussion and Consideration of Shelving Purchases – Lester Buresh Family Community Wellness Center Project - Council Action as Needed
5. Discussion and Consideration of Proposed Corporate Membership Rates – Lester Buresh Family Community Wellness Center Project - Council Action as Needed
6. Discussion and Consideration of Repair and/or Replacement of Twin Creeks Lift Station Pump #1 – Council Action as Needed
7. Discussion and Consideration of Professional Services Agreement with Hall and Hall Engineers – Elliot Park Expansion Project – Council Action as Needed
8. Discussion and Consideration of ADS Purchase – Public Works Site – Council Action as Needed

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

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

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

1. None

**M. Reports of Mayor/Council/Administrator**

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

## **N. Adjournment**

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

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

## **D. Consent Agenda**

The Mount Vernon City Council met August 5, 2019 at the Mount Vernon City Council Chambers with the following members present: Roudabush, Wieseler and Herrmann. Absent: West and Rose.

**Call to Order.** At 6:30 p.m. Mayor Jamie Hampton called the meeting to order. Changes/additions to the Agenda: Council was given a new copy of Resolution #8-5-2019B.

**Agenda Additions/Agenda Approval.** Motion to approve the Agenda with the new additions made by Wieseler, seconded by Herrmann. Motion carries. Absent: West and Rose.

**Consent Agenda.** Motion to approve the Consent Agenda made by Wieseler, seconded by Herrmann. Motion carries. Absent: West and Rose.

Approval of City Council Minutes – July 15, 2019 Regular Council Meeting

Approval of Liquor License – Mt. Vernon PNP

Approval of Fireworks Permit – Cornell Homecoming

### **Public Hearing**

Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder. Mayor Hampton declared the Public Hearing open. Hearing no comments from the public Mayor Hampton closed the Public Hearing.

Public Hearing on an Ordinance Amending Ordinance #1-27-2003C Establishing the White Pines Planned Unit Development Overlay District of the City of Mt. Vernon, Iowa. Mayor Hampton declared the Public Hearing open. Hearing no comments from the public Mayor Hampton closed the Public Hearing.

### **Ordinance Approval/Amendment**

Ordinance #8-5-2019A: Amending the White Pines Planned Unit Overlay District Identified in Ordinance #1-27-2019C. Ordinance #1-27-2003C allowed the White Pines PUD district to construct 14 units on the property surrounded by Wolfe Lane NE. The new amendment reduces that number to 12 as the new developer wants to build single family units on the east end of the property to match the west end of the development. This was Planning and Zoning approved on May 8, 2019. Motion to approve the 1<sup>st</sup> reading of Ordinance #8-5-2019A made by Roudabush, seconded by Wieseler. Roll call vote. Motion carries. Absent: West and Rose.

### **Resolutions for Approval**

Resolution #8-5-2019A: Instituting Proceedings to Take Additional Action for the Issuance of Not to Exceed \$2,300,000 General Obligation Refunding Capital Loan Notes. Council was asked to approve the refinancing of the taxable Build America Bond. This is not new debt, it is refinancing existing debt in the amount of \$2.3 million. Motion to approve Resolution #8-5-2019A made by Herrmann, seconded by Wieseler. Roll call vote. Motion carries. Absent: West and Rose.

Resolution #8-5-2019B: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 8<sup>th</sup> Ave Railroad Crossing Quiet Zone Project. City Administrator Nosbisch gave all a new copy of Resolution #8-5-2019B at the beginning of the meeting describing the labor, materials and equipment necessary.

Motion to approve the new Resolution #8-5-2019B made by Wieseler, seconded by Roudabush. Roll call vote. Motion carries. Absent: West and Rose.

Resolution #8-5-2019C: Approving the Installation of Street Lights Within the Stonebrook 6<sup>th</sup> and 7<sup>th</sup> Addition Subdivision According to the Terms Set Forth in the Existing Street Light Contract. Motion to approve Resolution #8-5-2019C made by Herrmann, seconded by Wieseler. Roll call vote. Motion carries. Absent: West and Rose.

**Mayoral Proclamation**

Proclaiming September 6, 2019 as the 14<sup>th</sup> Annual Five Seasons Stand Down Day

**Old Business**

Discussion and Consideration of Purchasing Equipment for Generator Repair – Council Action as Needed (tabled on July 15, 2019). Motion to remove from the table made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose. The generator at the old water plant is in need of a new radiator as the old one has corroded. Cost will run between \$3,000.00 and \$5,000.00 depending on the extent of the corrosion. Motion to approve generator repairs up to \$5,000.00 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

**Motions for Approval**

Consideration of Claims List – Motion to Approve. Motion to approve the Claims List made by Wieseler, seconded by Herrmann. Motion carries. Absent: West and Rose.

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
ADRIANNA PACHA	INTERN-MVHPC	1,364.00
AERO RENTAL, INC	BRUSH CHIPPER RENTAL-SW	319.00
AHLERS & COONEY P.C.	UR PLAN REVIEW-P&A	150.00
ALL SECURE	INSTALL PAGING SYSTEM-POOL	976.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,804.73
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	698.14
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	50.92
ALLIANT IES UTILITIES	ENERGY USAGE-WELLNESS CENTER	46.04
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	41.44
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	39.88
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	37.23
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	34.97
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	21.40
AMERICAN PLANNING ASSOC	MEMBERSHIP-P&A	579.00
ASHLEY SICKLES	DEPOSIT REFUND-WAT	64.52
AVIANA AERIAL	DRONE PICS/CTW-P&REC	250.00
BRAUN INTERTEC CORP	CONSTRUCTION & MATERIALS TESTING	3,508.75
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	1,024.41
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	16.90
CANINE TACTICAL LLC	TRAINING-K9	200.00
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	4,584.49
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	208.00
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	907.89
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	262.80
CBLTC TRUST ACCOUNT	EARNEST	10,000.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-FD	244.50
CENTRAL IOWA DISTRIBUTING	SHOP RAGS-RUT	147.00
CENTURY LINK	PHONE CHARGES-FD	146.77
CITY OF ELY	NIXLE NOTIFICATION SYSTEM	2,266.44

CITY OF MOUNT VERNON	TRANSFERS	1,160,630.00
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	300.00
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	182.00
DANIEL AQUINO	DEPOSIT REFUND-WAT	53.01
DARCI LOFTSGARD	DEPOSIT REFUND-WAT	53.29
FAT GUYS MOTOR SPORTS	PULLEY,DECK BELT-RUT	192.31
FOX APPARATUS REPAIR & MAINT	ENGINE 216 ELECTRICAL-FD	292.00
FOX APPARATUS REPAIR & MAINT	TRUCK MAINT-FD	123.50
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
GARLING CONSTRUCTION INC	WELLNESS CENTER-LOST III	798,638.99
GORDON LUMBER COMPANY	BLDG SUPPLIES-PD,POOL,RUT	155.13
GRAINGER INC	EQUIP REPAIR-SEW	29.20
HALL & HALL ENGINEERS INC	SPRING MEADOWS PARK PROP SURVEY	375.00
IOWA COMMUNITIES ASSURANCE POOL	JD FRONT END LOADER-INSURANCE	699.00
IOWA COMMUNITIES ASSURANCE POOL	JD 700K DOZER-INSURANCE	587.00
IOWA DEPT OF NATURAL RESOURCES	NPDES PERMIT FEE #5758001-SEW	1,275.00
IOWA ONE CALL	LOCATES-WAT,SEW	2.70
IOWA PRISON INDUSTRIES	BENCH-CEM	396.00
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	647.50
IOWA SOLUTIONS INC	PATCH MGMT,FIREWALL-PD	123.10
JACOB SEE	UNIFORMS-RUT	189.98
JOAN BURGE	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
JOHN DEERE INC	FRONT END LOADER-RUT	19,854.43
KIEFER & ASSOCIATES	GUARD CHAIR,UMBRELLA-POOL	399.80
KIMBERLY HEDLUND	CLASSES-P&REC	892.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES-PD	78.74
LINN CO-OP OIL CO	FUEL-PW	5,569.66
LYNCH FORD	2016 EXP MAINT-PD	556.51
LYNCH FORD	5K MI MAINT-PD	49.93
MARTIN EQUIPMENT	DOZER GPS RENTAL-RUT	8,500.00
MARTIN EQUIPMENT	DOZER RENTAL-RUT	5,800.00
MARTIN EQUIPMENT	ASSY FOR DOZER-RUT	660.66
MARTIN EQUIPMENT	SUPPLIES-RUT	19.49
MATT SIDERS	MILEAGE-P&REC	131.08
MEDIACOM	PHONE/INTERNET-P&A	270.38
MEDIACOM	PHONE/INTERNET-PD	270.38
MEDIACOM	PHONE/INTERNET-RUT	170.85
MEDIACOM	PHONE/INTERNET-WWTP	197.15
MEDIACOM	PHONE/INTERNET-P&REC	170.89
MICHELLE PAUSTIAN	REFUND/SWIM LESSONS-POOL	80.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	210.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	205.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	54.04
MOUNT VERNON LISBON SUN	ADS/COMMUNICATIONS-P&Z	364.28
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,WAT,SEW	86.65
ONE MISSION FUNDRAISING INC	T-SHIRTS-K9	468.10
ONE MISSION FUNDRAISING INC	T-SHIRTS-POOL	217.75
P&K MIDWEST INC	GREASE-RUT	79.40
PAYROLL	CLAIMS	168,426.54
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	372.47

PRI MANAGEMENT GROUP	RECORDS MGMT SEMINAR-PD	19.98
PRICE INDUSTRIAL ELECTRIC INC	HWY 1 & 1ST TRAFFIC CONTROLLER	4,438.00
RECREATION SUPPLY	FILTER,GASKETS-POOL	269.20
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION	379.08
SANDRY FIRE SUPPLY LLC	EQUIP MAINT-FD	1,615.25
SCHIMBERG COMPANY	SUPPLIES-WAT	950.02
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	521.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-SEW	360.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	351.50
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	52.00
STAPLES ADVANTAGE	SUPPLIES-P&A, COMM CENTER	82.79
STAPLES ADVANTAGE	SWIPE CARD BADGE RACK-POOL	65.58
STAPLES ADVANTAGE	PENCIL HOLDER,PAPER-CC,P&A	54.46
STAPLES ADVANTAGE	SUPPLIES-P&A,CC	53.94
STAPLES ADVANTAGE	SUPPLIES-CC	3.92
STORM STEEL	SUPPLIES-WAT	192.51
TRANS IOWA EQUIPMENT INC	CAMERA-SEW	9,500.00
TREASURER STATE OF IOWA	WET TAX	2,474.00
TREASURER STATE OF IOWA	SALES TAX	1,816.00
US BANK	CREDIT CARDS	13,658.55
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	174.85
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL	4,114.32
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	2,056.00
VEENSTRA & KIMM INC	NATURE PARK TRAIL DESIGN	1,070.50
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	871.00
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	792.00
VEENSTRA & KIMM INC	BRYANT ROAD IMPROVEMENTS	528.00
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	24,351.06
WENDLING QUARRIES	ROCK,LIME-RUT	190.56
WENDLING QUARRIES	ROCK,LIME-RUT	92.20
WENDLING QUARRIES	STONE/PW SITE-RUT	2,961.98
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-P&REC	221.50
TOTAL		2,284,004.47

Discussion and Consideration of Pay Application #8 – Lester Buresh Family Community Wellness Center Project – Council Action as Needed. Pay Application #8 is in the amount of \$308,913.33. Motion to approve Pay Application #8 in the amount of \$308,913.33 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Pay Application #4 – 5<sup>th</sup> Ave NW and 1<sup>st</sup> Street W Traffic Signal Installation – Council Action as Needed. The traffic signal project has been completed. V&K Engineering is recommending approval of Pay Application #4 in the amount of \$55,438.68. Motion to approve Pay Application #4 made by Wieseler, seconded by Herrmann. Motion carries. Absent: West and Rose.

Discussion and Consideration of Change Order Request #14 – Lester Buresh Family Community Wellness Center Project - Council Action as Needed. Staff is recommending that Council deny Change Order Request #14. An additive called Barrier One is being proposed in order to meet moisture standards under the gym floors. An invoice from Decker Concrete, Inc. indicates that adding Barrier One to the gym floors only would cost an additional \$10,440.00. Adding Barrier One to all the floors would cost \$27,180.00. Staff's reasoning for the denial recommendation is because vapor barriers are already in the contract and adding Barrier One would likely complicate future warranty claims, should one be filed. Motion to deny Change Order #14 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Change Order Request #16 – Lester Buresh Family Community Wellness Center Project - Council Action as Needed. It is staff's recommendation to approve Garling Constructions' request for \$19,999.87 and an additional 28 days be added to the construction schedule. This is due to the inclement weather through March, 2019. The completion date would move to the end of October. Motion to approve Change Order #16 made by Herrmann, seconded by Roudabush. Motion carries. Absent: West and Rose.

Discussion and Consideration of Setting a Public Hearing Date for the Rezoning of Property Legally Described in Plat of Survey #2315 to the City of Mt. Vernon, Iowa from AG Agricultural District to LI Limited Industrial District With a Public Use Overlay – Council Action as Needed. This rezoning request is for the future Public Works site. Currently zoned as AG staff requests it be changed to LI (Limited Industrial). Nobsch explained the reason for the zoning change and why the City just doesn't put a public use overlay over AG is because a public use overlay maintains the face zoning districts requirements so building coverage, impervious surface coverage and the AG are far more precise than they would be in LI. There is going to be 3-4 buildings, a compost site and concrete that will far exceed what AG allows even if there were a public purpose overlay. Having a public purpose overlay on top of an LI zoning should give everyone some sense that the City will not allow just any industrial use. By putting the public use overlay on top of it somebody would have to ask Council to change it. Although this will be a LI district it will be designated specifically for public uses. Planning and Zoning has reviewed and approved the LI designation. Motion to set a public hearing date for September 16, 2019 made by Roudabush, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Setting a Public Hearing Date for the Creation of a Public Use Overlay District on Property Locally Known as 855 Palisades Rd. SW – Council Action as Needed. This is for the Wellness Center so that there will be a public use overlay at that corner. Motion to set the public hearing date for September 3, 2019 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Setting a Public Hearing Date on an Ordinance Amending Chapter 910 Parking for Personal and Recreational Vehicles in the City of Mt. Vernon, Iowa – Council Action as Needed. Nobsch explained that there is conflicting language in the Code regarding parking for recreational vehicles. Motion to set the public hearing date for August 19, 2019 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Pay Application #2 - 2019 Sewer Plant Improvement Project – Council Action as Needed. Pay Application #2 is in the amount of \$38,632.75. V&K Engineering has reviewed and recommends payment. Motion to approve Pay Application #2 made by Wieseler, seconded by Herrmann. Motion carries. Absent: West and Rose.

Discussion and Consideration of Change Order #1 – 2019 Sanitary Sewer Plant Improvement Project – Council Action as Needed. Change Order #1 is a combination of a credit and charge and is in the amount of \$3,732.43. A credit for \$7,487.66 was received because the splitter box depth was reduced by three feet. The charge is for \$11,220.09 and is the cost to have the original manufacturer of the clarifiers come to inspect the units. Motion to approve Change Order #1 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Change Order #2 – 2019 Sanitary Sewer Plant Improvement Project – Council Action as Needed. Change Order #2 is in the amount of \$87,946.89 and is for the manufacturer to rebuild clarifier drive units for two clarifiers. This equipment was not visible during the design process.

Motion to approve Change Order #2 made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

Discussion and Consideration of Proposed Repairs to 7<sup>th</sup> Ave SW – Council Action as Needed. Council was asked to approve the cost of having the storm inlet on 7<sup>th</sup> Avenue SW repaired. The inlet is offset and does not drain as it should. Originally City crews were intending to complete the project but couldn't because the wet spring put them behind on other projects. An estimate for \$7,476.00 was received from Jeremy Erie to complete the job. Motion to approve the estimate for \$7,476.00 was made by Herrmann, seconded by Wieseler. Motion carries. Absent: West and Rose.

#### **Reports of Mayor/Council/Administrator**

City Administrator's Report. Progress is being made on the new PW site. The 1<sup>st</sup> Linn County Solar Power Hour will be held on Tuesday, September 10 at 6:30 p.m. in the City Hall Chambers. Staff had their first session with de Novo; initial designs are expected by the end of the month.

**Closed Session** - Pursuant to Chapter 21.5 (1) J, the City Council may enter into closed session, "to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property." Motion to go into Closed Session made by Wieseler, seconded by Roudabush. Motion carries the time being 7:20 p.m. Absent: West and Rose. Exit Closed Session – Council Action as Needed. Motion to come out of Closed Session made by Wieseler, seconded by Herrmann. Motion carries the time being 7:37 p.m. Absent: West and Rose. Wieseler motioned to pursue and sign purchase agreement for the property located at 380 Old Lincoln Hwy in the amount of \$475,000.00 plus costs, seconded by Roudabush. Motion carries. Absent: West and Rose.

As there was no further business to attend to the meeting adjourned the time being 7:40 p.m., August 5, 2019.

Respectfully submitted,  
Sue Ripke

## Marsha Dewell

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**From:** Licensing@IowaABD.com  
**Sent:** Saturday, August 10, 2019 1:34 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** Liquor License Submitted to Local Authority

Insurance coverage/bond certification has been completed for the following application(s). The application(s) is awaiting local authority review. After local authority approval, the application will be submitted to the Iowa Alcoholic Beverages Division for review.

License #	License Status	Business Name
LC0041205	Submitted to Local Authority	Bon Appetit at Cornell College (600 First Street (all buildings) Moultonville, IA 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

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

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

**Marsha Dewell**

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**From:** Licensing@IowaABD.com  
**Sent:** Saturday, August 03, 2019 1:36 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** Liquor License Pending Dram Shop

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

License #	License Status	Business Name
	Pending Dram Shop	BIG'S bbq brewpub (115 1st ave nw Mount Vernon Iowa, 52314)

*5 Day License beginning  
9-17-2019*

Please do not respond to this email.

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Red is parameter  
yellow is entry points

## **E. Public Hearing**

**AGENDA ITEM # E - 1 & F - 2**

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

<b>DATE:</b>	August 19, 2019
<b>AGENDA ITEM:</b>	Public Hearing – Recreational Vehicles
<b>ACTION:</b>	Motion to Table

**SYNOPSIS:** Staff is asking the City Council to table both of these items. The notice was not submitted to the paper in time, and will not be printed until the week of the 19th. We would ask that the public hearing and first reading be held on September 3, 2019.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion to Table

**ATTACHMENTS:** None, See Ordinance #8-19-2019B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

## **F. Ordinance Approval/Amendment**

**AGENDA ITEM #F - 1**

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

<b>DATE:</b>	August 19, 2019
<b>AGENDA ITEM:</b>	Ordinance Amending White Pines PUD
<b>ACTION:</b>	Motion

**SYNOPSIS:** City staff has not received any written or verbal communication regarding this PUD amendment, and no other changes have been brought forward.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None, See Ordinance #8-5-2019A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

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

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

**ORDINANCE #8-5-2019A**

**AN ORDINANCE AMENDING ORDINANCE #1-27-2003C ESTABLISHING THE WHITE PINES PLANNED UNIT OVERLAY DISTRICT OF THE CITY OF MT. VERNON, LINN COUNTY, IOWA**

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

**SECTION 1. AMENDMENT.** Ordinance #1-27-2003C, is hereby amended as follows:

**SECTION 3: DESIGN AND SITE PLAN APPROVED.** The original White Pines site plan and building orientation map as show in Exhibit "A," attached hereto and made a part thereof is hereby repealed and replaced with the 2019 proposal. The 2019 proposal as shown in Exhibit "B," attached hereto and made a part thereof, reduces the number of units allowed from 14 to 12, and allows for similar single family oriented development on the east end of the property.

**SECTION 34: SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not judged invalid or unconstitutional.

**SECTION 45: WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

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

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

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST:

\_\_\_\_\_  
Jamie Hampton - Mayor

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as  
Ordinance #8-5-2019A on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Sue Ripke, City Clerk

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

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

**ORDINANCE #8-19-2019A**

**AN ORDINANCE AMENDING ARTICLE 910, PARKING FOR PERSONAL AND RECREATIONAL VEHICLES OF THE ZONING REGULATIONS 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.** Article 910, Parking for Personal and Recreational Vehicles, is hereby amended to include the following language:

**910 PARKING FOR PERSONAL AND RECREATIONAL VEHICLES.** This section permits the parking of personal vehicles and recreational vehicles on a single lot in a residential district subject to specific conditions. Commercial vehicles and commercial trailers, including, but not limited to, skid loaders, tractors, plows, tractor cab units, shall not be parked outside on any lot within the SR, NR, TR and HR residential zoning districts.

1. **Personal Vehicles.** Personal vehicles include passenger cars, vans, sport utility vehicles and pickup trucks. Maximum height of any personal vehicle may not exceed eight feet from grade. Location of Parking for Personal Vehicles shall be subject to the following:

A. Parking is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.

B. Parking is permitted on an all-weather driveway (defined as either paved, gravel or stone) within the front yard setback, but shall in no case encroach upon the public right-of-way.

C. Parking may occur in the rear yard or side yard setback if on an all-weather parking space which is connected by an all-weather driveway to a dedicated public right-of-way and/or alley, provided the surfaced parking area does not exceed the maximum impervious coverage limit for the lot.

D. Personal vehicles may not be parked on the grass.

2. **Recreational Vehicles.** Recreational vehicles include motor homes, camping trailers (including fifth wheel trailers), fold down campers, boats, and boat trailers (see definitions). Parking and storage of recreational vehicles within residential districts is subject to the following conditions:

A. Recreational vehicles in excess of thirty-two (32) feet in length shall not be parked on any lot within the SR, NR, TR and HR districts. No more than one recreational vehicle on any one lot may exceed twenty-five (25) feet in length.

B. Recreational vehicles must be maintained in a clean, well-kept state. Recreational vehicles must be in operable condition and display a current vehicle, trailer or boat license/permit.

C. Liquefied petroleum gas containers attached to any recreational vehicle must meet the current standards of the Interstate Commerce Commission, the United States Department of Transportation, or the American Society of Mechanical Engineers. Any valves must be closed at all times that the vehicle is not in preparation for immediate use. Leaks in containers must be repaired immediately.

D. Recreational vehicles shall be occupied only by non-paying guests for a maximum of seven (7) consecutive days, but for no more than twenty-one (21) days total during any calendar year. Cooking in the recreational vehicle is prohibited at all times.

E. Recreational vehicles may not be permanently connected to public utilities.

F. Recreational vehicles may not be used for the storage of goods, materials, or equipment other than those items that pertain to the use of the vehicle.

G. Location of parking:

(a) Parking is permitted temporarily within the front yard setback on no more than two non-consecutive occurrences during any thirty (30) day period. Each occurrence shall not exceed seventy-two (72) hours in duration. **Parking is permitted on an all weather driveway (defined as either paved, gravel or stone) within the front yard setback, seasonally from May 1 – October 1. In no case shall parking encroach upon the public right of way.**

(b) Parking is not permitted within the side yard setback. Parking is also not permitted within the rear side yard setback or the rear setback defined in section 702-2-F pertaining to accessory buildings.

~~(c) Parking is permitted on an all weather driveway (defined as either paved, gravel or stone) within the front yard setback, but shall in no case encroach upon the public right of way.~~

~~(c)~~ (d) Recreational vehicles may not be parked on the grass.

H. No more than two recreational vehicles may be stored on a residential lot unless those in excess of two are effectively screened on each side adjoining a street or property situated in a residential district. An effective screen is defined as a wall, fence or densely planted hedge sufficient to shield the vehicle from vision when observed from ground level.

I. The floor area of each recreational vehicle parked on a residential lot will be counted as building coverage for that lot. Parking of recreational vehicles on lots that exceed the maximum building coverage, will only be permitted on a temporary basis as allowed by paragraph D and G above.

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

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

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Jamie Hampton - Mayor

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as  
Ordinance #8-19-2019A on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Sue Ripke, City Clerk

## **G. Resolutions for Approval**

**AGENDA ITEM # G - 1**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** Resolution #8-19-2019A

**ACTION:** Motion

**SYNOPSIS:** The City has reached a point on the 2019 sewer treatment plant improvement project to begin requesting funds from the state revolving fund. Attached is the required resolution needed to initiate the drawdown of funds.

**BUDGET ITEM:** Sewer Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-19-2019A

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

August 19, 2019

The City Council of the City of Mount Vernon, State of Iowa, met in \_\_\_\_\_  
session, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ .M., on the above date. There were present Mayor  
\_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF MOUNT VERNON, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,766,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2019, OF THE CITY OF MOUNT VERNON, IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES, AND APPROVING THE TAX EXEMPTION CERTIFICATE", and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. \_\_\_\_\_

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF MOUNT VERNON, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$1,766,000 SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2019, OF THE CITY OF MOUNT VERNON, IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES, AND APPROVING THE TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Mount Vernon, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal sewer system, sometimes hereinafter referred to as the "System", and said revenues have not been pledged and are available for the payment of Sewer Revenue Capital Loan Notes, Series 2019, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes, Series 2019, to the extent of \$1,766,000, for the purpose of defraying the costs of the Project as set forth in

Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$1,766,000 Sewer Revenue Capital Loan Notes, Series 2019, has heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- ◆ "Additional Bonds" shall mean any sewer revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.
- ◆ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser relating to the Loan made to the City under the Program.
- ◆ "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- ◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Trustee.
- ◆ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body.
- ◆ "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year.
- ◆ "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System.
- ◆ "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State.

- ◆ "Issuer" and "City" shall mean the City of Mount Vernon, Iowa.
- ◆ "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes.
- ◆ "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- ◆ "Notes" or "Note" shall mean \$1,766,000 Sewer Revenue Capital Loan Notes, Series 2019, authorized to be issued by this Resolution.
- ◆ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance.
- ◆ "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued.
- ◆ "Paying Agent" shall mean the City Clerk/Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's Agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- ◆ "Permitted Investments" shall mean:
  - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
  - cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);
  - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
    - Export - Import Bank
    - Farm Credit System Financial Assistance Corporation
    - USDA - Rural Development
    - General Services Administration
    - U.S. Maritime Administration

- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration

- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
- senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
- U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;
- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
- pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;
  - an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and
  - Iowa Public Agency Investment Trust.
- ◆ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken by the Original Purchaser.
  - ◆ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System.
  - ◆ "Project Fund" shall mean the Loan Account maintained by the Trustee under the Program for the benefit of the Issuer, into which the proceeds of the Loan and the Note shall be allocated and held until disbursed to pay Project costs.
  - ◆ "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
  - ◆ "Registrar" shall be the City Clerk/Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
  - ◆ "System" shall mean the municipal sewer system utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all wastewater treatment facilities, including all wastewater treatment facilities, sanitary sewers, force mains, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
  - ◆ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
  - ◆ "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

◆ "Trustee" shall mean Wells Fargo Bank, National Association, with its principal office located in the City of Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee under the Program.

◆ "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Mount Vernon, in the County of Linn, Iowa, each to be designated as "Sewer Revenue Capital Loan Note, Series 2019", in the aggregate amount of \$1,766,000, for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A, 384.82 and 384.83 of the City Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Capital Loan Notes, Series 2019, of the City in the amount of \$1,766,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A, 384.82 and 384.83 of the City Code of Iowa for the aforesaid purpose. The Notes shall be designated "SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2019", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2019, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2020 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2039. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time

the final Debt Service Schedule shall be determined by the Trustee based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof and may at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$1,766,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the

registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentation of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the

request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)	(6)		
(7)	(8)		
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Bond)			
(11)(12)(13)	(14)	(15)	

FIGURE 1  
(Front)

<p>(10) (Continued)</p>		<p>(16)</p>
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FIGURE 2  
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1 = "STATE OF IOWA"  
"COUNTY OF LINN"  
"CITY OF CITY OF MOUNT VERNON"  
"SEWER REVENUE CAPITAL LOAN NOTE"  
"SERIES 2019"

Item 2, figure 1 = Rate: 1.75%  
Item 3, figure 1 = Final Maturity: June 1, 2039  
Item 4, figure 1 = Note Date: August 30, 2019  
Item 5, figure 1 = CUSIP # - N/A  
Item 6, figure 1 = "Registered"  
Item 7, figure 1 = Certificate No. R-1  
Item 8, figure 1 = Principal Amount: \$1,766,000

Item 9, figure 1 = The City of Mount Vernon, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

#### **IOWA FINANCE AUTHORITY**

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2019, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2010 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2039. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, Mount Vernon, Iowa, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, and any additional obligations which may be hereafter issued and outstanding from time to time on a parity with said Notes, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the municipal sewer system utility (the "System"), as defined and provided in said Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by said System in each year for the payment of the proper and reasonable expenses of operation and maintenance of said System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of said net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk/Treasurer, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk/Treasurer of the City of Mount Vernon, Iowa, all as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

- Item 11, figure 1 = Date of authentication:
- Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk/Treasurer.

CITY CLERK/TREASURER

By: \_\_\_\_\_  
Registrar

- Item 13, figure 1 = Registrar and Transfer Agent: City Clerk/Treasurer
- Paying Agent: City Clerk/Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF MOUNT VERNON, STATE OF IOWA

By: manual or facsimile \_\_\_\_\_  
Mayor

ATTEST:

By: manual or facsimile \_\_\_\_\_  
City Clerk

- Item 17, figure 2 = [Assignment Block]
- [Information Required for Registration]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_

attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

**IMPORTANT - READ CAREFULLY**

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

**INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER**

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the revenues of the System without priority by reason of number or time of sale or delivery; and the revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

Any revenue paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

- Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.
- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the

Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.
- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

- (a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.
- (b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year which are (i) adequate to pay the principal and interest requirements thereof and to create or maintain the reserves as provided in this Resolution, and (ii) not less than 110 percent of the principal and interest requirements of the next succeeding Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and changes otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.
- (c) Insurance. The Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in an improvement fund for the benefit of the System.
- (d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.
- (e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply said revenues to the funds specified in this Resolution.
- (f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity

Obligations shall have been provided for in the manner provided in this Resolution; provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking or Reserve Funds.

(g) Fidelity Bond. That the Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

(h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Noteholders upon request.

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such additional obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery

of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

(b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Bonds then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer or by the Independent Auditor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 22. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of said Notes it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption

Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body, for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and

(c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of

the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

Section 32. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

PASSED AND APPROVED this 19th day of August, 2019.

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Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LINN )

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

## Estimated Amortization Schedule

City of Mount Vernon  
Sewer Revenue Bond  
CS-1920853-01



**SRF**  
STATE  
REVOLVING FUND

### Loan summary

Loan Closing Date	Aug 30, 2019
Final Disbursement Date	Jul 31, 2020
Final Maturity Date	Jun 1, 2039
Loan Period in Years	20
Total Loaned Amount	\$ 1,766,000.00
0.5% Initiation Fee	8,830.00
Net Proceeds to Borrower	\$ 1,757,170.00
Annual Interest Rate	1.75%
Total Interest	\$ 327,299.87
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 46,757.13
Total Loan Costs	\$ 362,887.00

### Estimated Draw Schedule

Initiation Fee -	Aug 30, 2019	8,830.00
P & D Payoff -	Aug 30, 2019	-
Estimated Draw #1-	Aug 30, 2019	527,170.00
Estimated Draw #2-	Oct 11, 2019	175,000.00
Estimated Draw #3-	Nov 22, 2019	175,000.00
Estimated Draw #4-	Jan 3, 2020	175,000.00
Estimated Draw #5-	Feb 14, 2020	175,000.00
Estimated Draw #6-	Mar 27, 2020	175,000.00
Estimated Draw #7-	May 8, 2020	175,000.00
Estimated Draw #8-	Jun 19, 2020	175,000.00
Held for Final Docs -	Jul 31, 2020	5,000.00
Total Loaned Amount		1,766,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2019	711,000.00		2,796.40	399.49	3,195.89		711,000.00
Jun 1, 2020	1,411,000.00	73,000.00	10,542.78	1,506.11	85,048.89	88,244.78	1,338,000.00
Dec 1, 2020	1,693,000.00		14,841.94	2,120.28	16,962.22		1,693,000.00
Jun 1, 2021	1,693,000.00	74,000.00	14,813.75	2,116.25	90,930.00	107,892.22	1,619,000.00
Dec 1, 2021	1,619,000.00		14,166.25	2,023.75	16,190.00		1,619,000.00
Jun 1, 2022	1,619,000.00	76,000.00	14,166.25	2,023.75	92,190.00	108,380.00	1,543,000.00
Dec 1, 2022	1,543,000.00		13,501.25	1,928.75	15,430.00		1,543,000.00
Jun 1, 2023	1,543,000.00	77,000.00	13,501.25	1,928.75	92,430.00	107,860.00	1,466,000.00
Dec 1, 2023	1,466,000.00		12,827.50	1,832.50	14,660.00		1,466,000.00
Jun 1, 2024	1,466,000.00	79,000.00	12,827.50	1,832.50	93,660.00	108,320.00	1,387,000.00
Dec 1, 2024	1,387,000.00		12,136.25	1,733.75	13,870.00		1,387,000.00
Jun 1, 2025	1,387,000.00	80,000.00	12,136.25	1,733.75	93,870.00	107,740.00	1,307,000.00
Dec 1, 2025	1,307,000.00		11,436.25	1,633.75	13,070.00		1,307,000.00
Jun 1, 2026	1,307,000.00	82,000.00	11,436.25	1,633.75	95,070.00	108,140.00	1,225,000.00
Dec 1, 2026	1,225,000.00		10,718.75	1,531.25	12,250.00		1,225,000.00
Jun 1, 2027	1,225,000.00	83,000.00	10,718.75	1,531.25	95,250.00	107,500.00	1,142,000.00
Dec 1, 2027	1,142,000.00		9,992.50	1,427.50	11,420.00		1,142,000.00
Jun 1, 2028	1,142,000.00	85,000.00	9,992.50	1,427.50	96,420.00	107,840.00	1,057,000.00
Dec 1, 2028	1,057,000.00		9,248.75	1,321.25	10,570.00		1,057,000.00
Jun 1, 2029	1,057,000.00	87,000.00	9,248.75	1,321.25	97,570.00	108,140.00	970,000.00
Dec 1, 2029	970,000.00		8,487.50	1,212.50	9,700.00		970,000.00
Jun 1, 2030	970,000.00	88,000.00	8,487.50	1,212.50	97,700.00	107,400.00	882,000.00
Dec 1, 2030	882,000.00		7,717.50	1,102.50	8,820.00		882,000.00
Jun 1, 2031	882,000.00	90,000.00	7,717.50	1,102.50	98,820.00	107,640.00	792,000.00
Dec 1, 2031	792,000.00		6,930.00	990.00	7,920.00		792,000.00
Jun 1, 2032	792,000.00	92,000.00	6,930.00	990.00	99,920.00	107,840.00	700,000.00
Dec 1, 2032	700,000.00		6,125.00	875.00	7,000.00		700,000.00
Jun 1, 2033	700,000.00	94,000.00	6,125.00	875.00	101,000.00	108,000.00	606,000.00
Dec 1, 2033	606,000.00		5,302.50	757.50	6,060.00		606,000.00
Jun 1, 2034	606,000.00	96,000.00	5,302.50	757.50	102,060.00	108,120.00	510,000.00
Dec 1, 2034	510,000.00		4,462.50	637.50	5,100.00		510,000.00
Jun 1, 2035	510,000.00	98,000.00	4,462.50	637.50	103,100.00	108,200.00	412,000.00
Dec 1, 2035	412,000.00		3,605.00	515.00	4,120.00		412,000.00
Jun 1, 2036	412,000.00	100,000.00	3,605.00	515.00	104,120.00	108,240.00	312,000.00
Dec 1, 2036	312,000.00		2,730.00	390.00	3,120.00		312,000.00
Jun 1, 2037	312,000.00	102,000.00	2,730.00	390.00	105,120.00	108,240.00	210,000.00
Dec 1, 2037	210,000.00		1,837.50	262.50	2,100.00		210,000.00
Jun 1, 2038	210,000.00	104,000.00	1,837.50	262.50	106,100.00	108,200.00	106,000.00
Dec 1, 2038	106,000.00		927.50	132.50	1,060.00		106,000.00
Jun 1, 2039	106,000.00	106,000.00	927.50	132.50	107,060.00	108,120.00	0.00

**AGENDA ITEM # G - 2**

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

<b>DATE:</b>	August 19, 2019
<b>AGENDA ITEM:</b>	Resolution #8-19-2019B
<b>ACTION:</b>	Motion

**SYNOPSIS:** This resolution will initiate the sale of bonds for the refinancing of the current Build America Bonds. I have not included the official statement (the analysis) with this packet as it is 125 pages in length. The official statement is located at City Hall if anyone would like to review the document prior to the meeting.

**BUDGET ITEM:** Sewer and Water Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-19-2019B

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

August 19, 2019

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$2,260,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2019, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member \_\_\_\_\_ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$2,260,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2019, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, whether or not such indebtedness was created for a purpose for which general obligation bonds might have been issued in the original instance, essential corporate purpose, and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of not to exceed \$2,300,000 be authorized for said purpose; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose; and

WHEREAS, in conjunction with its Municipal Advisor, Speer Financial, Inc., the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet

bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine and through the SpeerAuction Competitive Bidding System described in the Terms of Offering and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Refunding Capital Loan Notes, Series 2019, of City of Mount Vernon, State of Iowa, in the amount of \$2,260,000 (dollar amount subject to change), to be issued as referred to in the preamble of this Resolution, to be dated October 1, 2019, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Mount Vernon, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 213 First Street NW, Mount Vernon, Iowa 52314; Telephone: 319-895-8742 (the "Issuer") before 11:00 o'clock A.M., on the 3rd day of September, 2019. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

Section 5. The Notes: The Notes to be offered are the following:

GENERAL OBLIGATION REFUNDING CAPITAL LOAN  
NOTES, SERIES 2019, in the amount of \$2,260,000)\*, to be dated  
October 1, 2019 (the "Notes")

\*Subject to principal adjustment pursuant to official Terms of Offering.

Section 6. Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 213 First Street NW, Mount Vernon, Iowa 52314.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 213 First Street NW, Mount Vernon, Iowa 52314. The bids must be submitted through the SPEERAUCTION competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk at City Hall, 213 First Street NW, Mount Vernon, Iowa 52314 (facsimile number: 319-895-6108) and/or the City's Municipal Advisor, Speer Financial, Inc., 531 Commercial Street, Waterloo, Iowa, 50703 (facsimile number: 319-291-8628). Electronic facsimile bids will be treated as sealed bids.

Section 7. Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Section 8. Sale and Award: The sale and award of the Notes will be held at the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa at a meeting of the City Council on the above date at 6:30 o'clock P.M.

Section 9. Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 213 First Street NW, Mount Vernon, Iowa 52314; Telephone: 319-895-8742 or the Issuer's Municipal Advisor, Speer Financial, Inc., 531 Commercial Street, Waterloo, Iowa, 50703; Telephone: 319-291-2077, and One North LaSalle Street, Suite 4100, Chicago, Illinois 60602; Telephone 312-346-3700.

Section 10. Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Section 11. Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Section 12. Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

PASSED AND APPROVED this 19th day of August, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LINN )

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

**AGENDA ITEM # G - 3**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** Resolution #8-19-2019C

**ACTION:** Motion

**SYNOPSIS:** This resolution is setting the date of consultation and hearing for urban renewal amendment #6. The main driver behind the amendment is the purchase of the former church for police. The amendment also includes the possible extension of utilities to the area and any necessary projects at the pool (should that project ever move forward). The amendment is needed if the City would like to repay the internal borrowing of the police station with TIF funds.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution #8-16-2019C

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

August 19, 2019

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6 TO THE MOUNT VERNON URBAN RENEWAL PLAN IN THE CITY OF MOUNT VERNON, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND  
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6  
TO THE MOUNT VERNON URBAN RENEWAL PLAN IN THE  
CITY OF MOUNT VERNON, STATE OF IOWA

WHEREAS, by Resolution No. 9-20-93D, adopted September 20, 1993, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Mount Vernon Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Mount Vernon Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Linn County; and

WHEREAS, this City Council has approved and adopted general amendments to the Plan, most recently Amendment No. 5 adopted in 2017.

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

The boundaries of the Mount Vernon Urban Renewal District as originally adopted include the entire area within the corporate limits except that area described as follows:

Beginning at the intersection of South 5th Avenue and Palisades Road; then east on Palisades Road and 7th Street vacated to 1st Street; then northwest on 1st Street to A Avenue; then southwest on A Avenue to South 2nd Street; then northwest on South 2nd Street to 3rd Avenue; then northeast on 3rd Avenue to North 2nd Street; then southeast on North 2nd Street to A Avenue; then northeast on A Avenue to North 3rd Street; then southeast on North 3rd Street to the vacated Mount Vernon Short Line Right-of-Way; then northeast on the vacated Mount Vernon Short Line Right-of-Way; to North 7th Street East; then northwest on North 7th Street East to North 1st Avenue; then northeast on North 1st Avenue to the Chicago and Northwestern Railroad Right-of-way; then west on the Chicago Northwestern Railroad Right-of-Way to 1st Street; then southeast on 1st Street to 10th Avenue; then south on 10th Avenue to College Boulevard; then southeast on College Boulevard to South 5th Avenue; then south on South 5th Avenue to the point of beginning.

AMENDMENT NO. 1 AREA

Beginning at the intersection of the CNW Railroad right-of-way and 1st Avenue North (Hwy. 1); then southwest along 1st Avenue North (Hwy. 1) to Cass Street; then west on Cass Street to 2nd Avenue North; then southwest on 2nd Avenue North to North 7th Street; then northwest on North 7th Street to Park Avenue;

then north on Park Avenue extended to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning;

and

Beginning at the intersection of the CNW Railroad right-of-way and 8th Avenue North; then south on 8th Avenue North to 1st Street West; then northwest on 1st Street West to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning.

The areas include the full right-of-way of all streets forming their boundaries.

#### AMENDMENT NO. 2 AREA

That portion of the City, consisting primarily of the older residential areas, that was not included in the original Urban Renewal Area or in the area added as a result of Amendment No. 1.

With the adoption of Amendment No. 2, the entire City was included in the Mount Vernon Urban Renewal Area.

#### AMENDMENT NO. 3 AREA

No land was added or removed by Amendment No. 3.

#### AMENDMENT NO. 4 AREA

No land was added or removed by Amendment No. 4.

#### AMENDMENT NO. 5 AREA

#### LAND REMOVED FROM THE AREA AND PLACED IN THE STONEBROOK URBAN RENEWAL AREA:

Lot 2, Cornell College Second Addition in the City of Mount Vernon, Linn County, Iowa excepting therefrom the following: Stonebrook First Addition to City of Mount Vernon, Linn County, Iowa, Stonebrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook First Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Parcels A and B, Plat of Survey #1392 as recorded in Book 6557 Page 508 of the records of the Linn County, Iowa Recorder on December 28, 2006, Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the records of the Linn County, Iowa Recorder on February 18, 2010. Said tract of land contains 60.86 acres and is subject to easements and restrictions of record.

LAND REMOVED FROM THE AREA AND PLACED IN THE SPRING MEADOW URBAN RENEWAL AREA:

NE ¼ NE ¼ of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE ¼ NE ¼ Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9 ½ acres of the NE ¼ SE ¼ of Section 10-82-5

All of the above being in Linn County, Iowa

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 6 to the Plan ("Amendment No. 6" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add projects to be undertaken in the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 6 adds no new land to the Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 6 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 6 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 6 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the August 27, 2019, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 9:00 A.M., and the City Administrator is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 6, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN  
MOUNT VERNON, STATE OF IOWA AND ALL AFFECTED  
TAXING ENTITIES CONCERNING THE PROPOSED  
AMENDMENT NO. 6 TO THE MOUNT VERNON URBAN  
RENEWAL PLAN FOR THE CITY OF MOUNT VERNON,  
STATE OF IOWA

The City of Mount Vernon, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on August 27, 2019, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa concerning a proposed Amendment No. 6 to the Mount Vernon Urban Renewal Plan for a proposed Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for a public building and why such options are less feasible than the proposed urban renewal project.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator as the designated representative of Mount Vernon, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 6 to the Mount Vernon Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Mount Vernon, Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

City Clerk, Mount Vernon, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 6 before the City Council at its meeting which commences at 6:30 P.M. on September 16, 2019, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in The Mount Vernon-Lisbon Sun, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED AMENDMENT NO. 6 TO THE MOUNT  
VERNON URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF MOUNT VERNON, IOWA

The City Council of the City of Mount Vernon, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on September 16, 2019 in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, to consider adoption of a proposed Amendment No. 6 to the Mount Vernon Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in Mount Vernon, State of Iowa, which contains the land legally described as follows:

ORIGINAL AREA

The boundaries of the Mount Vernon Urban Renewal District as originally adopted include the entire area within the corporate limits except that area described as follows:

Beginning at the intersection of South 5th Avenue and Palisades Road; then east on Palisades Road and 7th Street vacated to 1st Street; then northwest on 1st Street to A Avenue; then southwest on A Avenue to South 2nd Street; then northwest on South 2nd Street to 3rd Avenue; then northeast on 3rd Avenue to North 2nd Street; then southeast on North 2nd Street to A Avenue; then northeast on A Avenue to North 3rd Street; then southeast on North 3rd Street to the vacated Mount Vernon Short Line Right-of-Way; then northeast on the vacated Mount Vernon Short Line Right-of-Way; to North 7th Street East; then northwest on North 7th Street East to North 1st Avenue; then northeast on North 1st Avenue to the Chicago and Northwestern Railroad Right-of-way; then west on the Chicago Northwestern Railroad Right-of-Way to 1st Street; then southeast on 1st Street to 10th Avenue; then south on 10th Avenue to College Boulevard; then southeast on College Boulevard to South 5th Avenue; then south on South 5th Avenue to the point of beginning.

AMENDMENT NO. 1 AREA

Beginning at the intersection of the CNW Railroad right-of-way and 1st Avenue North (Hwy. 1); then southwest along 1st Avenue North (Hwy. 1) to Cass Street; then west on Cass Street to 2nd Avenue North; then southwest on 2nd Avenue North to North 7th Street; then northwest on North 7th Street to Park Avenue; then north on Park Avenue extended to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning;

and

Beginning at the intersection of the CNW Railroad right-of-way and 8th Avenue North; then south on 8th Avenue North to 1st Street West; then northwest on 1st Street West to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning.

The areas include the full right-of-way of all streets forming their boundaries.

AMENDMENT NO. 2 AREA

That portion of the City, consisting primarily of the older residential areas, that was not included in the original Urban Renewal Area or in the area added as a result of Amendment No. 1.

With the adoption of Amendment No. 2, the entire City was included in the Mount Vernon Urban Renewal Area.

AMENDMENT NO. 3 AREA

No land was added or removed by Amendment No. 3.

AMENDMENT NO. 4 AREA

No land was added or removed by Amendment No. 4.

AMENDMENT NO. 5 AREA

LAND REMOVED FROM THE AREA AND PLACED IN THE  
STONEBROOK URBAN RENEWAL AREA:

Lot 2, Cornell College Second Addition in the City of Mount Vernon, Linn County, Iowa excepting therefrom the following: Stonebrook First Addition to City of Mount Vernon, Linn County, Iowa, Stonebrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook First Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Parcels A and B, Plat of Survey #1392 as recorded in Book 6557 Page 508 of the records of the Linn County, Iowa Recorder on December 28, 2006, Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the records of the Linn County, Iowa Recorder on February 18, 2010. Said tract of land contains 60.86 acres and is subject to easements and restrictions of record.

LAND REMOVED FROM THE AREA AND PLACED IN THE SPRING  
MEADOW URBAN RENEWAL AREA:

NE ¼ NE ¼ of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE ¼ NE ¼ Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9 ½ acres of the NE ¼ SE ¼ of Section 10-82-5

All of the above being in Linn County, Iowa

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, Mount Vernon, Iowa.

The City of Mount Vernon, Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, as described in the Amendment. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 6 would add new urban renewal projects to the Plan. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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City Clerk, Mount Vernon, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 6, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 6 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City

*Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

ATTACH THE AMENDMENT  
LABELED AS EXHIBIT 1 HERE

**AMENDMENT #6**

to the

**MOUNT VERNON URBAN RENEWAL PLAN**

**CITY OF MOUNT VERNON, IOWA**

**Original Area Adopted - 1993**

**Amendment #1 – 1994**

**Amendment #2 – 2006**

**Amendment #3 – 2013**

**Amendment # 4 – 2014**

**Amendment #5 – 2017**

**Amendment #6 - 2019**

**AMENDMENT #6**  
**to the**  
**MOUNT VERNON URBAN RENEWAL PLAN**  
**CITY OF MOUNT VERNON, IOWA**

The Mount Vernon Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Mount Vernon Urban Renewal Area (“Area” or “Urban Renewal Area”) was originally adopted in 1993 and amended in 1994, 2006, 2013, 2014, and 2017, and is being further amended to add and/or confirm eligible projects to be undertaken within the Urban Renewal Area by this Amendment.

The material changes by this Amendment include the following:

- Updating a Previously Approved Project (page 5);
- Adding new Eligible Urban Renewal Projects (pages 5-6);
- Updating the Financial Information (page 6);

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

**DESCRIPTION OF URBAN RENEWAL AREA**

No land is being added or removed from the Area by this Amendment. For convenience of the reader, a map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “A.”

**AREA DESIGNATION**

The City of Mount Vernon is continuing to designate this Urban Renewal Area as a mixed blight and economic development (commercial/industrial/LMI residential) area. This Amendment makes no change in the Area designation.

**BASE VALUE**

The property included in the original Plan, adopted in 1993, the property added by each amendment, and the property removed by Amendment No. 5, all depicted in Exhibit B, may be referred to as “Subareas” in this Amendment. The Subareas make up the total Urban Renewal Area. Nothing in this Amendment affects already established frozen base values for any portion of the Urban Renewal Area or any Subarea thereof.

**PROJECT OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for community economic development and blight remediation purposes, including new and expanded commercial, industrial and low and moderate-income (“LMI”) development. More specific objectives for development within the Urban Renewal Area, as amended, are as follows:

1. To stimulate, through public action and commitment, private investment in new development, including commercial, industrial, and LMI residential housing projects.
2. To provide for the installation of public works and facilities, which contribute to revitalization and the sound development of the Area.
3. To provide a more marketable and attractive investment climate.
4. To promote affordable housing opportunities for LMI persons.
5. To eliminate blighting influences and to promote revitalization through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
6. To encourage commercial, industrial, and residential growth and expansion through governmental policies which make it economically feasible to do business.
7. To help develop a sound economic base that will serve as the foundation for future growth and development.
8. To plan for and provide sufficient land for commercial, industrial, and LMI residential development in a manner that is efficient from the standpoint of providing municipal services.
9. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
10. To provide and upgrade public facilities, infrastructure, recreational opportunities, and services that help to improve the quality of life and enhance the overall viability of the community.
11. To enhance the Mount Vernon community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
12. To promote development utilizing any other objectives allowed by Chapter 403 of the Code of Iowa.

### **TYPES OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the Area, as amended, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects designed to (a) eliminate, remedy and prevent blighted areas and to conserve and rehabilitate fringe areas; and/or (b) to alleviate and prevent conditions of unemployment and a shortage of LMI housing, through the execution of contracts and other instruments and any of the other activities set forth herein or in Chapter 403.
2. To arrange for or cause to be provided the construction, repair or upgrading of public infrastructure including, but not limited to, streets, water and sewer systems, park and recreation facilities, public utilities or other facilities in connection with urban renewal projects.
3. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
4. To arrange for or cause to be provided the construction, expansion, or repair of public buildings and facilities in order to enhance services, improve quality of life, comply with current building standards, or preserve historic value.
5. To improve housing opportunities within the Area.
6. To acquire property through a variety of means (e.g., purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
7. To dispose of property that has been acquired.
8. To make loans, forgivable loans, tax rebate payments or other types of grants or incentives to private persons or businesses for the purposes identified in this Plan.
9. To borrow money and to provide security therefor.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
11. To use tax increment financing for a number of purposes, including, but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
12. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Mount Vernon and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provisions of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan, as amended.

**UPDATE TO PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECT**

Numerous urban renewal projects were authorized prior to the date of this Amendment, and are continuing with no change. Such projects are listed in the original Plan and prior amendments.

One of the projects identified in Amendment No. 4 and updated in Amendment No. 5 involved the rehabilitation of the Mount Vernon City Pool. By this Amendment, the previously described project is amended to include additional investment of not to exceed \$1,375,000, raising the total estimated cost of the project, as amended, to approximately \$2,000,000. The rationale and public building analysis set forth in Amendment No. 4 remain applicable to this project as amended.

**ELIGIBLE URBAN RENEWAL PROJECTS (Amendment #6)**

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment #6 include:

**1. Acquisition of Church Property for Use as a Community Building and the Extension of Infrastructure to the Project Location.**

The City intends to acquire property described as West Oaks Plat 2 Lot 2 and to remodel the existing church structure on the property into a community building to serve as, inter alia, a police building, temporary shelter and emergency services building. The development of this project will facilitate additional economic development in the vicinity insofar as emergency services will be more accessible to this portion of the City and surrounding County area. The costs to be advanced to acquire the property and remodel the building are estimated to be \$550,000. In addition, to utilize the development property as a community building the City will be required to extend water and sewer lines to the property which will facilitate additional development in the vicinity of the project. The costs to be advanced for the infrastructure extensions are estimated to be \$750,000. The facility will serve the residents of Mount Vernon, along with the over-all region including residents throughout Linn County. For additional analysis of the funding for the project, see the Public Building Analysis set forth below.

**2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:**

<b>Project</b>	<b>Date</b>	<b>Estimated Cost to be Funded by TIF Funds</b>
Fees and costs	Undetermined	Not to exceed \$15,000

**FINANCIAL INFORMATION**

1.	July 1, 2019 constitutional debt limit:	\$13,511,533
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2.	Current outstanding general obligation debt:	\$10,889,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Updated Project and the Eligible Urban Renewal Projects (Amendment #6) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Updated Project and the Eligible Urban Renewal Projects (Amendment #6) as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$3,315,000  This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

**DEVELOPMENT PLAN**

Mount Vernon has a general plan for the physical development of the City, as a whole, outlined in the City of Mount Vernon Iowa 2016 Comprehensive Plan. This Urban Renewal Plan, as amended, and the projects described in the Plan, as amended, are in conformity with the Comprehensive Plan.

This Urban Renewal Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan, as amended. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

**PUBLIC BUILDING ANALYSIS**

The additional project proposed in this Amendment No. 6 involves one or more public buildings; specifically the acquisition and development of a community building to serve as, inter alia, a police building, temporary shelter and emergency services building, and the extension of infrastructure to allow for said uses and further development in the vicinity. If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. For the costs of this project to be paid with tax increment funds, the City proposes to advance the costs from existing City funds or issue general obligation bonds and either repay the City funds or abate a part of the principal and interest payments

utilizing available incremental tax revenues within the Area, if available. Specifically, under these circumstances, Iowa law requires an analysis of alternative development options and funding for the projects and reasons why such options would be less feasible than the use of incremental tax revenues for the projects.

As development occurs in the City and surrounding portions of the County, additional police and emergency service protection will be needed. Using tax increment financing dollars to pay for the construction and equipping of this public building is a fair and rational way to fund this urban renewal project.

Alternative development and funding options for a potential public building project in the Urban Renewal Area would be for the City to go through a process that could result in the issuance of general obligation bonds to fund the project, resulting in the entire cost for the facility to be borne by City residents. This option is arguably less feasible than the use of TIF funds because there would be no contribution of tax increment revenues from affected school districts and Linn County. Because the public safety facility listed in this Amendment will benefit southeast Linn County residents/taxpayers and school patrons/taxpayers who utilize the facility and the public services housed therein, the use of tax increment is the most appropriate funding mechanism because it is fair for the school districts and the county to share in the costs for the project. The project demonstrates regional benefits, not only because the services housed in the project benefit more than just City residents, but because purchasing land and constructing a new public safety facility will protect this area of the City, and the extension of infrastructure to the facility, will all promote development in this area of the City, thus increasing the property tax base, thereby benefiting the City, school and county. The City also intends to consider the use of other funding sources, such as state, federal, and/or local grants, and private donations.

In conclusion, for all the foregoing reasons, alternative options for funding of the urban renewal projects described above are less feasible than the use of incremental taxes.

### **URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools, such as those described below, to successfully undertake eligible urban renewal actions. The City of Mount Vernon has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Urban Renewal Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated

into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements or urban renewal projects within the Urban Renewal Area, as amended, and for other urban renewal projects or incentives for development consistent with this Urban Renewal Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Mount Vernon. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Urban Renewal Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Urban Renewal Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

#### **PROPERTY ACQUISITION/DISPOSITION**

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

#### **RELOCATION**

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

#### **URBAN RENEWAL PLAN AMENDMENTS**

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

#### **EFFECTIVE PERIOD**

This Amendment #6 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, or any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa code.

In its resolution adopting the original Plan, Resolution No. 9-20-93D adopted September 20, 1993, the City found the original Area described therein (referred to herein as the Original Subarea) to be both blighted and an economic development area. By Resolution No. 5-23-94B adopted on May 23, 1994, the City added property to the Area (referred to herein as Amendment No. 1 Subarea) and designated that property as appropriate for economic development (commercial/industrial). Additional property was added by Amendment No. 2 (referred to herein as Amendment No. 2 Subarea) adopted by Resolution No. 6-5-2006C on June 5, 2006 and the Council designated that property as appropriate for economic development (commercial and LMI residential). Since the adoption of Amendment No. 3 by Resolution No. 10-7-2013A on October 7, 2013, the City has recognized the Urban Renewal Area, as a whole, to be a mixed blighted and economic development (commercial/industrial/LMI residential) area. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenue applies only to economic development areas with no part containing slum or blighted conditions, and because the Area contains parts that are blighted, the Area is not subject to the 20-year limitation on the division of revenue set forth in section 403.17(10). In addition, because the original Plan and Amendment No. 1 were adopted before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Original Subarea and the Amendment No. 1 Subarea have no expiration date or sunset. Notwithstanding the above, the City had previously placed a voluntary expiration date on the ability to collect increment from the Area of Fiscal Year 26-27. With the adoption of Amendment No. 5, the City rescinded and removed that voluntary expiration date or sunset from the Original Subarea and Amendment No. 1 Subarea. To the extent any prior amendment, resolution or document purported to establish a voluntary expiration date on the City’s ability to collect and use incremental property taxes from the Original or Amendment No. 1 Subareas, said document is hereby superseded, said expiration date is hereby rescinded, and the division of revenue in the Original and Amendment No. 1 Subareas shall continue indefinitely or for the maximum period allowed by law. The City has elected to retain the voluntary expiration date on the division of revenue in the Amendment No. 2

Subarea, so that the last fiscal year available for collection of tax increment on the Amendment No. 2 Subarea remains Fiscal Year 26-27.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan, shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

#### **REPEALER**

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

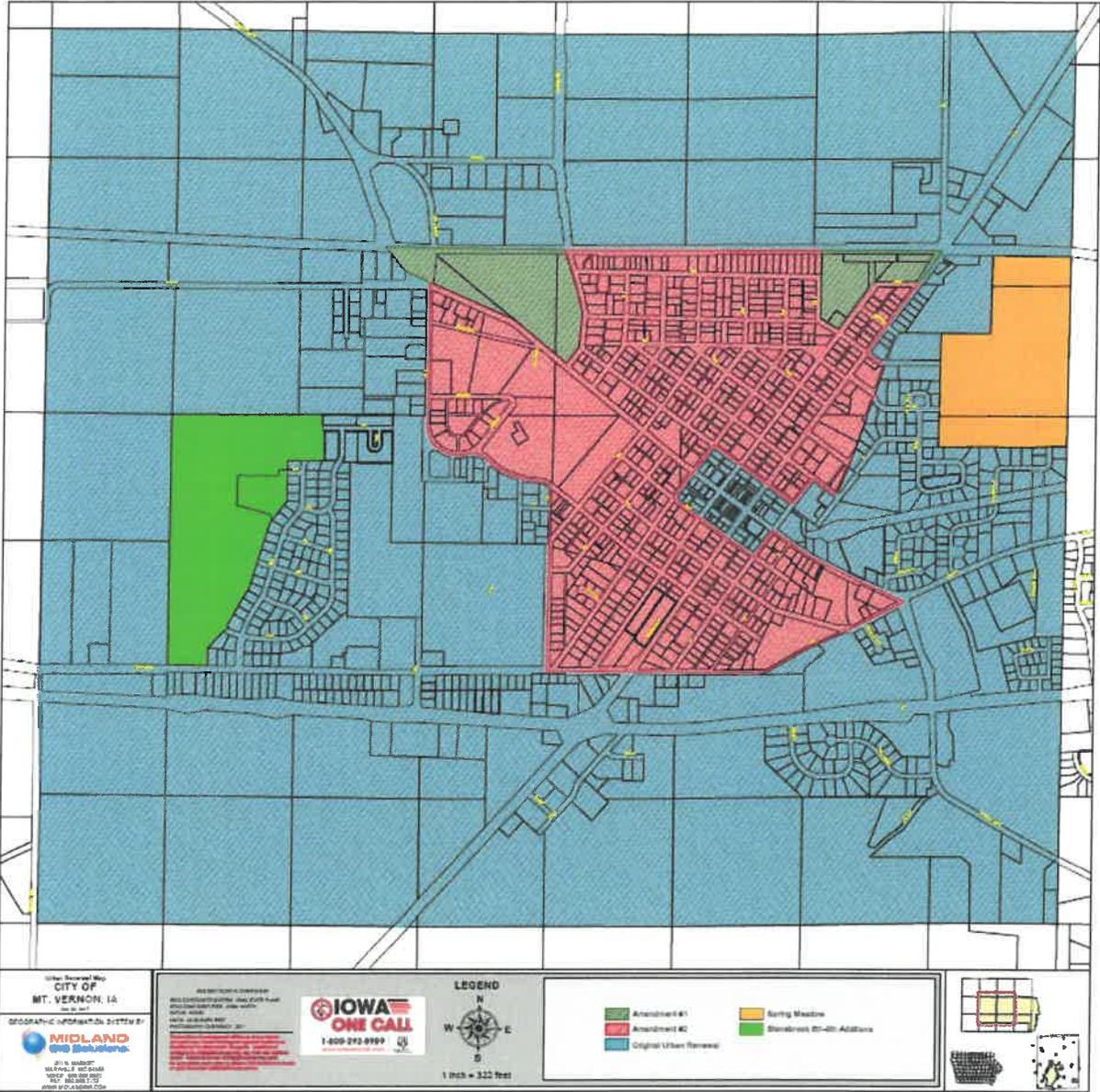
#### **SEVERABILITY**

If any part of the Urban Renewal Plan, as amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Urban Renewal Plan as a whole, or any part of the Urban Renewal Plan or this Amendment not determined to be invalid or unconstitutional.

**EXHIBIT A**

**MOUNT VERNON URBAN RENEWAL AREA (as amended)**

**The property removed from the Mount Vernon Urban Renewal Area by Amendment 5 is identified below as Spring Meadows and Stonebrook 6<sup>th</sup>-9<sup>th</sup> Additions**



01622644-1\13932-036





## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, AUGUST 19, 2019

GARLING CONSTRUCTION INC	WELLNESS CENTER-LOST III	308,913.33
PAYROLL	CLAIMS	89,647.76
PRICE INDUSTRIAL ELECTRIC INC	TRAFFIC SIGNAL INSTALLATION	55,438.68
WRH INC	WWTP IMPROVEMENTS 2019	38,632.75
GROUP SERVICES INC	INSURANCE-ALL DEPTS	31,003.49
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	14,318.75
OPN ARCHITECTS	WELLNESS CENTER	9,504.41
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,121.32
WENDLING QUARRIES	BRYANT RD SUB-BASE-RUT	2,543.23
RICHARD BURROUGHS	CEMETERY MAINT	2,250.00
STATE HYGIENIC LAB	TESTING-SEW	2,014.00
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	1,994.94
GARY'S FOODS	SUPPLIES-POOL	1,891.04
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,758.12
BRADY LANHAM	MAIN STREET POWER-ECON DEV	1,750.00
STUMP REMOVAL SERVICE	STUMP REMOVAL-RUT	1,435.00
US BANK	CREDIT CARD PURCHASES	1,339.77
NORTHWAY CORP	WELL #7 REPAIR-WAT	1,000.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	850.62
ALLIANT IES UTILITIES	ENERGY USAGE-FD	754.73
CARQUEST OF LISBON	VEHICLE MAINT-FD	619.96
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	537.03
DIVERSIFIED INSPECTIONS	BUCKET TRUCK INSPECTION	382.50
CARQUEST OF LISBON	VEHICLE MAINT-PW	333.70
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT	325.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	322.47
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	282.74
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	257.60
VERIZON CONNECT	INFORMATION SYSTEMS-PW	227.40
RACOM CORPORATION	EQUIPMENT-FD	210.77
ALLIANT IES UTILITIES	ENERGY USAGE-ALL DEPTS	188.97
MEDIACOM	PHONE/INTERNET-POOL	172.95
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	171.64
US CELLULAR	CELL PHONE-PD	163.98
RAUD KASHEF	ROCK CLIMBING WALL-LB CENTER	157.50
ALLIANT IES UTILITIES	ENERGY USAGE-ALL DEPTS	103.57
CEDAR RAPIDS POLICE DEPT	IOWA OPIOID CONF-PD	100.00
CEDAR RAPIDS POLICE DEPT	IOWA OPIOID CONF-PD	100.00
FIRE SERVICE TRAINING BUREAU	HAZMAT,FF1 CERT FEES-FD	100.00
FIRE SERVICE TRAINING BUREAU	HAZMAT,FF1 CERT FEES-FD	100.00
PITLIK, ANDREW	FITNESS MEMBERSHIP-FD	100.00
MOUNT VERNON FIRE DEPARTMENT	REIMBURSEMENT-FD	84.52
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	75.00
JOAN BURGE	CLEANING SERVICE-P&A	75.00
LYNCH FORD	5K MI MAINT-PD	69.16
AIRGAS INC	CYLINDER RENTAL FEE-PW	64.93
CENTURY LINK	PHONE CHGS-PD	57.31
WITMER PUBLIC SAFETY GROUP INC	MEMBERSHIP-FD	49.99
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-WAT,SEW	42.00
MT VERNON CAR WASH	CAR WASH-PD	40.00
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	29.75
GARY'S FOODS	SUPPLIES-PD	25.82
WENDLING QUARRIES	LIME-POOL	9.39
TOTAL		575,742.59

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, AUGUST 19, 2019

GENERAL FUND	29,378.29
ROAD USE TAX FUND	24,902.30
LOST III COMMUNITY CENTER	318,575.24
2014 STREET IMPROVEMENTS	55,438.68
WWTP UV DISINFECTION	38,632.75
WATER FUND	9,708.83
SEWER FUND	7,541.68
STORM WATER FUND	775.09
SOLID WASTE	1,141.97
PAYROLL	89,647.76
	575,742.59

**AGENDA ITEM # J - 2**

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

<b>DATE:</b>	August 19, 2019
<b>AGENDA ITEM:</b>	Change Order #26 - LBFCWC
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff has met with a climbing wall expert in the Cedar Rapids metro (he has agreed to consult for us in the future as well). After explaining our purpose and use for the structure, he is recommending the City double the amount of hand holds for the wall (250 originally bid). This will allow traverse climbing as well as vertical climbing. The change order also includes a different harness system than what was originally specified. Change Order #26 is in the amount of \$2,334.78.

**BUDGET ITEM:** Community Center Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Change Order #26

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19



# GARLING CONSTRUCTION, INC.

## General Contractors

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

COR #. **0026**

Date Wednesday, August 14, 2019

Project: Lester Buresh Family Community Wellness Center

Per ITC 036:  
Add 4 bambino harnesses per request of client  
Add 190 handholds per request of client

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00026	Climbing Wall				2180.000	5.0000	\$2,289.00
00026	Bond 2%	Insurance Expense		0.000	45.780	0.0000	\$45.78

### PROPOSAL SUMMARY

	\$2,289.00
Insurance Expense	\$45.78
<b>Net Costs</b>	<b>\$2,334.78</b>

**Proposal Total \$2,334.78**

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

Architect: x \_\_\_\_\_ Date: \_\_\_\_\_

Owner: x \_\_\_\_\_ Date: \_\_\_\_\_

PM: x \_\_\_\_\_ Date: 8-14-2019

Brian L Ridge, Project Manager



CHANGE ORDER # 2

Garling Construction
5210 20th Avenue SW
Cedar Rapids, IA 52404
Attn: Jeffrey Ketels

Project Name:	Lester Buresh
Project Location:	Mt. Vernon, Iowa
Project ID:	
Date of Issue:	Tuesday, May 28, 2019

Eldorado Climbing Walls is pleased to propose the following change(s) to the contract:

1	Add 4 bambino Harnesses per request of client	\$	280.00
2	Add 190 handholds per request of client	\$	1,900.00
3		\$	-
4		\$	-

Construction completion to be increased by ## days.
---

Total value of this change(s):	\$	2,180.00
--------------------------------	----	----------

Prior to this change order:	
Original Contract Amount:	\$ 92,404.70
Previously Approved CO Amount:	\$ 12,500.00

Current Values including this Change Order:	
Revised Contract Amount:	\$ 104,904.70
Value of this CO:	\$ 2,180.00
Revised contract with this CO:	\$ 107,084.70

CHANGE ORDER NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER:

Eldorado Wall Company
-----------------------

--

Contractor
------------

Owner
-------

Signature
-----------

Signature
-----------

Print Name & Title:
---------------------

Print Name & Title:
---------------------

Date
------

Date
------

**AGENDA ITEM # J - 3**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** Engagement Letter

**ACTION:** Motion

**SYNOPSIS:** Ahlers Cooney is the Bond Attorney that will be completing the urban renewal plan amendment. They will also prepare resolutions for the internal borrowing and the eventual TIF repayment. There proposed hourly rate is in line with previous projects.

**BUDGET ITEM:** General Fund

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
**www.ahlerslaw.com**

Nathan J. Overberg  
515.246.0329  
noverberg@ahlerslaw.com

Jenna H. Bishop  
515.246.0328  
jbishop@ahlerslaw.com

August 14, 2019

Email: [cnosbisch@cityofmtvernon-ia.gov](mailto:cnosbisch@cityofmtvernon-ia.gov)

Mr. Chris Nosbisch  
City Administrator  
City of Mt. Vernon  
213 First St. NW  
Mount Vernon, IA 52314

RE: Engagement Letter – Urban Renewal/Economic Development

Dear Chris:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Mount Vernon, Iowa (the "City") in connection with Amendment No. 6 to its Urban Renewal Plan and related economic development activities.

#### **SCOPE OF ENGAGEMENT**

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Urban Renewal Plan Amendment ("Amendment") in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions for Council proceedings;
3. Prepare Notices of Meetings and partial agendas;
4. Prepare proceedings for a resolution setting a public hearing on the Amendment, and to be used on the date fixed for public hearing and adoption of the Amendment;
5. Answer questions and advise City staff and the Council throughout the adoption process for the Amendment; and
6. Any other work related to the adoption of the Amendment, or documenting development activities thereunder including preparation of resolutions to advance costs for identified urban renewal projects from existing funds.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the fees we charge hereunder do not include:

1. Preparing the legal description to be used in the Amendment;
2. Defending any legal challenges to or arising out of the Urban Renewal Plan, as amended;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, as amended, or pursuant to a given project, or otherwise acting in a financial advisory role; or
4. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

#### **ATTORNEY-CLIENT RELATIONSHIP**

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for preparation and review of the Amendment for which the City staff requests our assistance. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Amendment is adopted/approved by the Council and our final invoice has been paid.

#### **FEES**

Jenna Bishop and I will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My current hourly rate is \$300, Ms. Bishop's rate is \$190, and our legal assistant's rate is \$120. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

**RECORDS**

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

**APPROVAL**

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to us a copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact us. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Very truly yours,

AHLERS & COONEY, P.C.

By:

Nathan J. Overberg



Accepted and approved on behalf of the City Council of the City of Mount Vernon\*

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\*Authorized by action of the governing body, approved on \_\_\_\_\_, 2019.

**AGENDA ITEM # J - 4**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** LBFCWC Shelving

**ACTION:** Motion

**SYNOPSIS:** Shelving and organizational equipment was not included in the original furniture bids, as it can be custom manufactured to fits staff/building needs. I did include the shelving in the overall scope of the project, but it was not included in Garling's bid). Shelving was part of the additional items for purchase that was presented to Council (in short, this was an expected expense). The total shelving quote is in the amount of \$19,909.30.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Parks and Recreation

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19



**Mount  
Vernon**  
IOWA

**Chris Nosbisch, City Administrator**  
**Douglas Shannon, Chief of Police**

**Jamie A. Hampton, Mayor**

**Council:**

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

---

Dear Mr. Mayor and Honorary Council,

Attached you will find the quote for interior shelving and storage for the Lester Buresh Family Community Wellness Center.

Sincerely,

**Matt Siders**  
**Director of Parks and Recreation**



**Midwest Storage Solutions, Inc.**

2973 100<sup>th</sup> St. STE #1  
Urbandale, IA 50322  
Phone (515) 897-0700  
(800) 209-5137  
Fax (402) 935-0361

*Innovative Solutions for Today's Storage Needs!*

Matt Siders  
Mount Vernon Wellness Center

Date: 7/25/2019  
Project: 09337  
Freight & Installation: Included  
Terms: NJPA Contract 031715-KII



CITY OF  
**Mount Vernon** *Iowa*

---

## Mount Vernon Wellness Center Spacesaver® Shelving

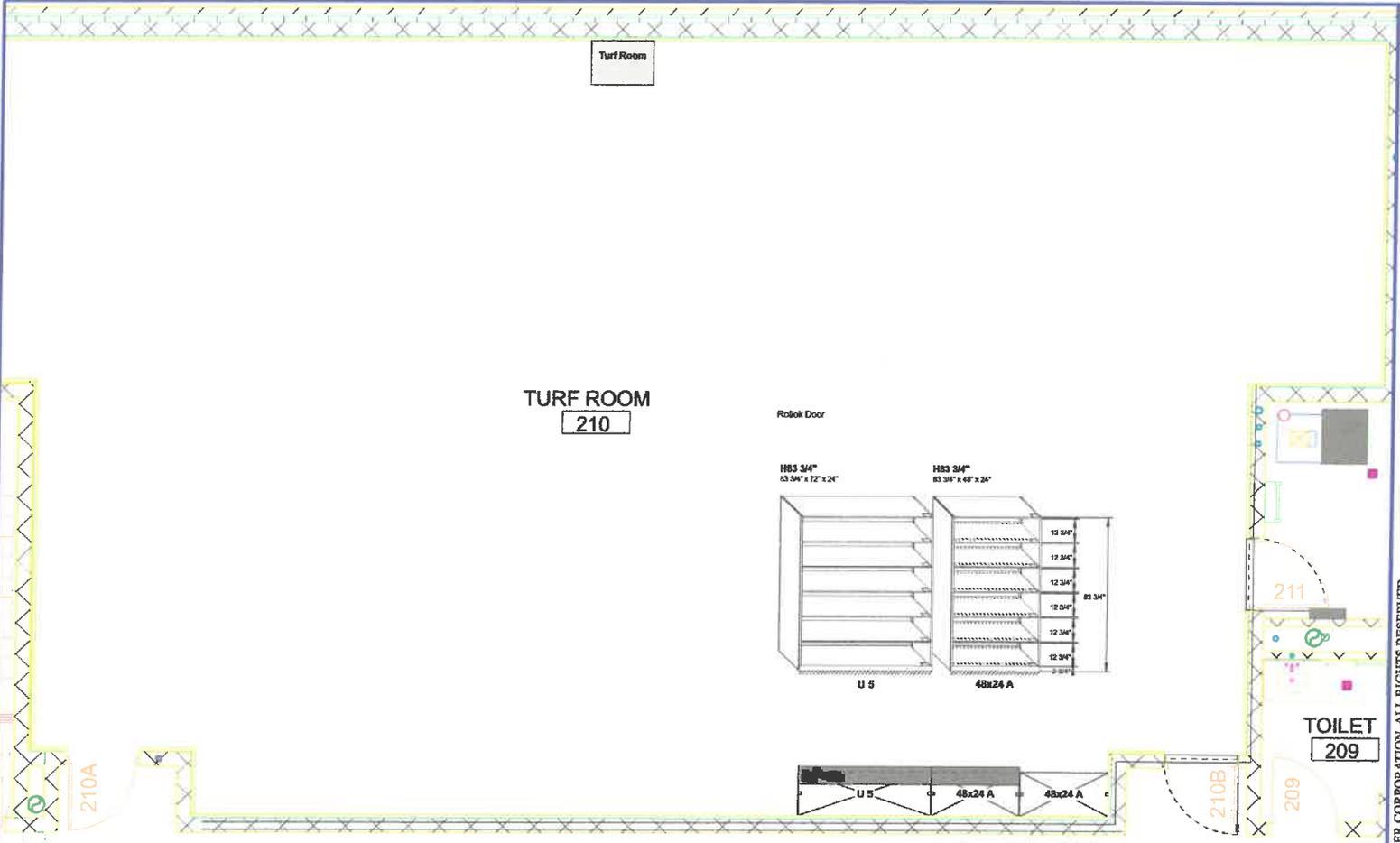
**Prepared by:**

**Matt Jones**

**Midwest Storage Solutions, Inc. – Spacesaver®**

T: (515) 897-0700 F: (402)935-0361 | mattj@mss-1.com

2973 100<sup>th</sup> St. STE #1 | Urbandale, IA 50322



Project Name: **Mount Vernon Wellness Center**

Salesperson: **JONES, MATT**

Scale: **1:70**

Rev level:

Project #: **09337**

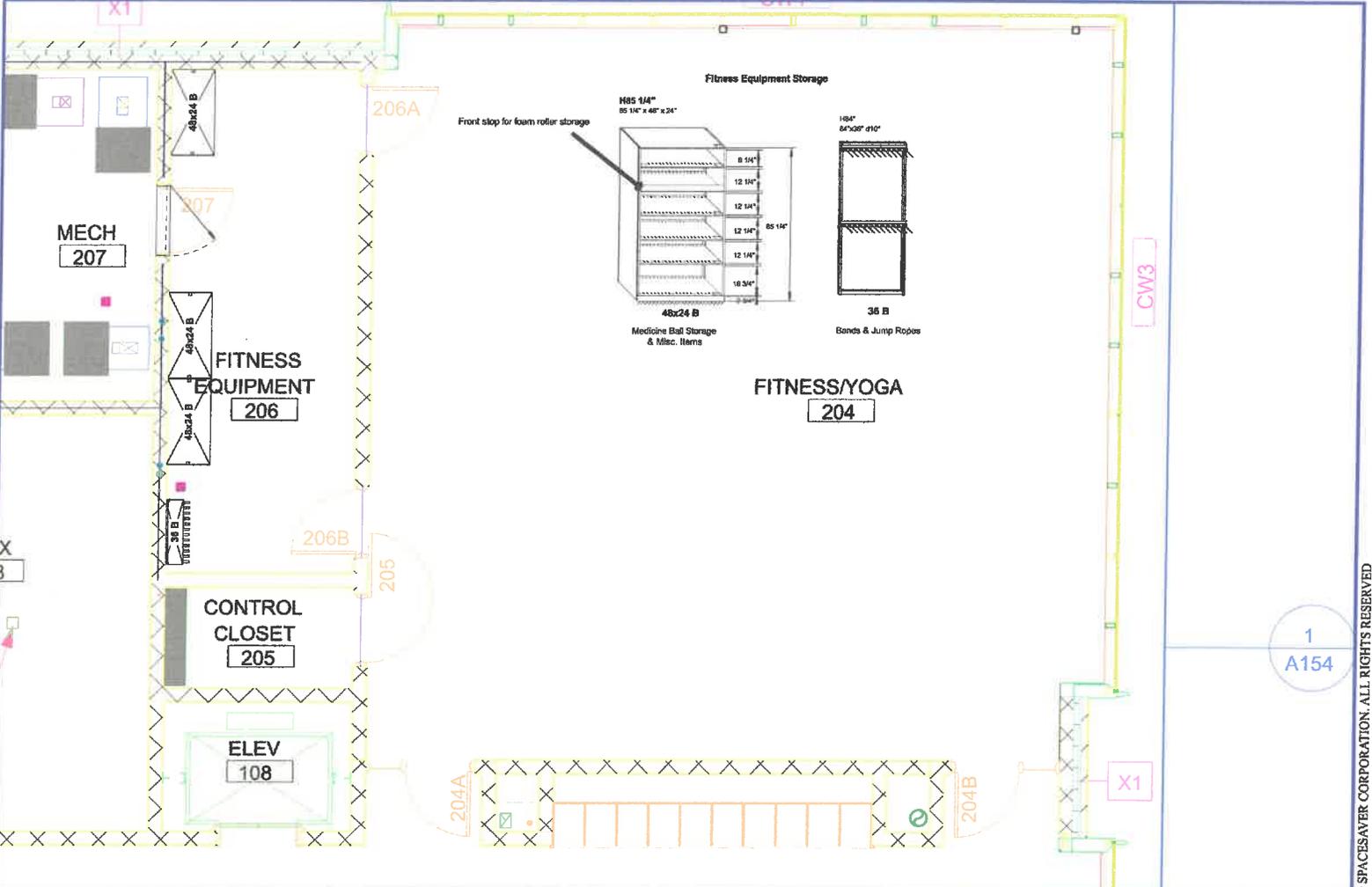
Drawn by: **MJ**

Date Printed: **07/25/2019**

APPROVAL  
This drawing Approved By: \_\_\_\_\_

Dated: \_\_\_\_\_

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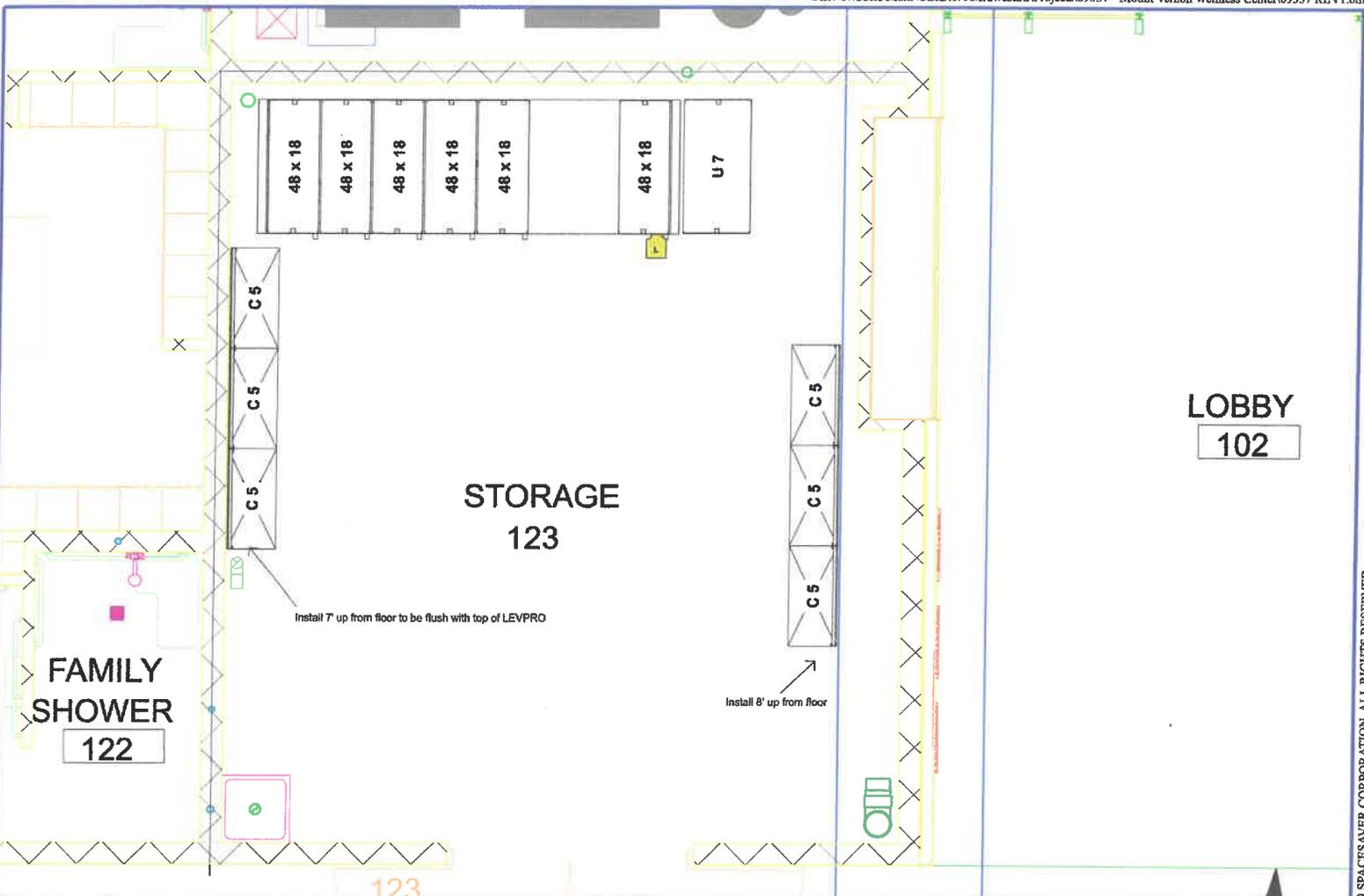


1  
A154



Project Name: <b>Mount Vernon Wellness Center</b>			Project #: <b>09337</b>	APPROVAL This drawing Approved By: _____ Dated _____
Salesperson: <b>JONES, MATT</b>	Scale <b>1:70</b>	Rev level:	Drawn by: <b>MJ</b>	
			Date Printed: <b>07/25/2019</b>	

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Project Name: **Mount Vernon Wellness Center**

Salesperson: **JONES, MATT**

Scale: **1:45**

Rev level:

Project #: **09337**

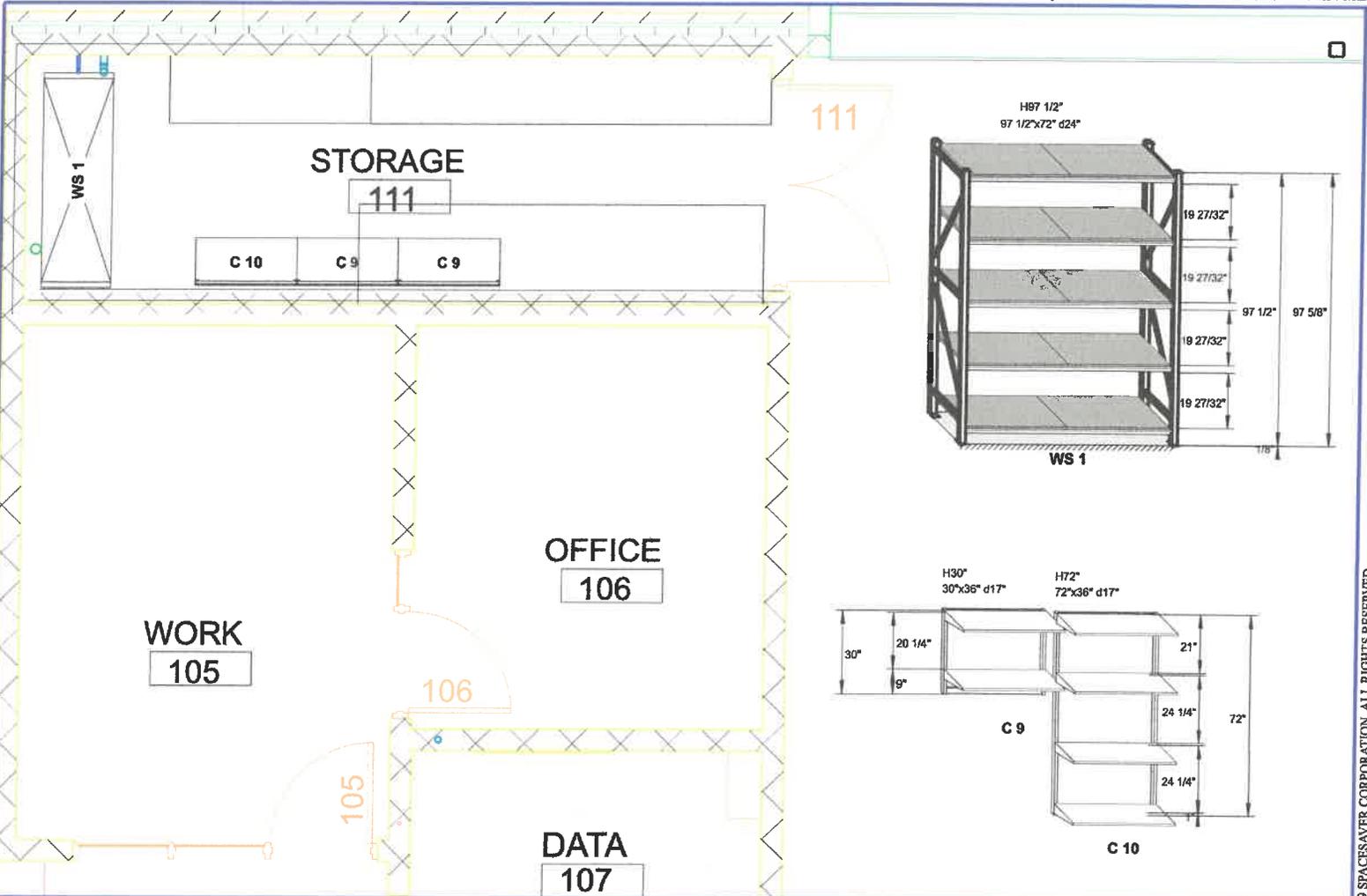
Drawn by: **MJ**

Date Printed: **07/25/2019**

APPROVAL  
This drawing Approved By: \_\_\_\_\_

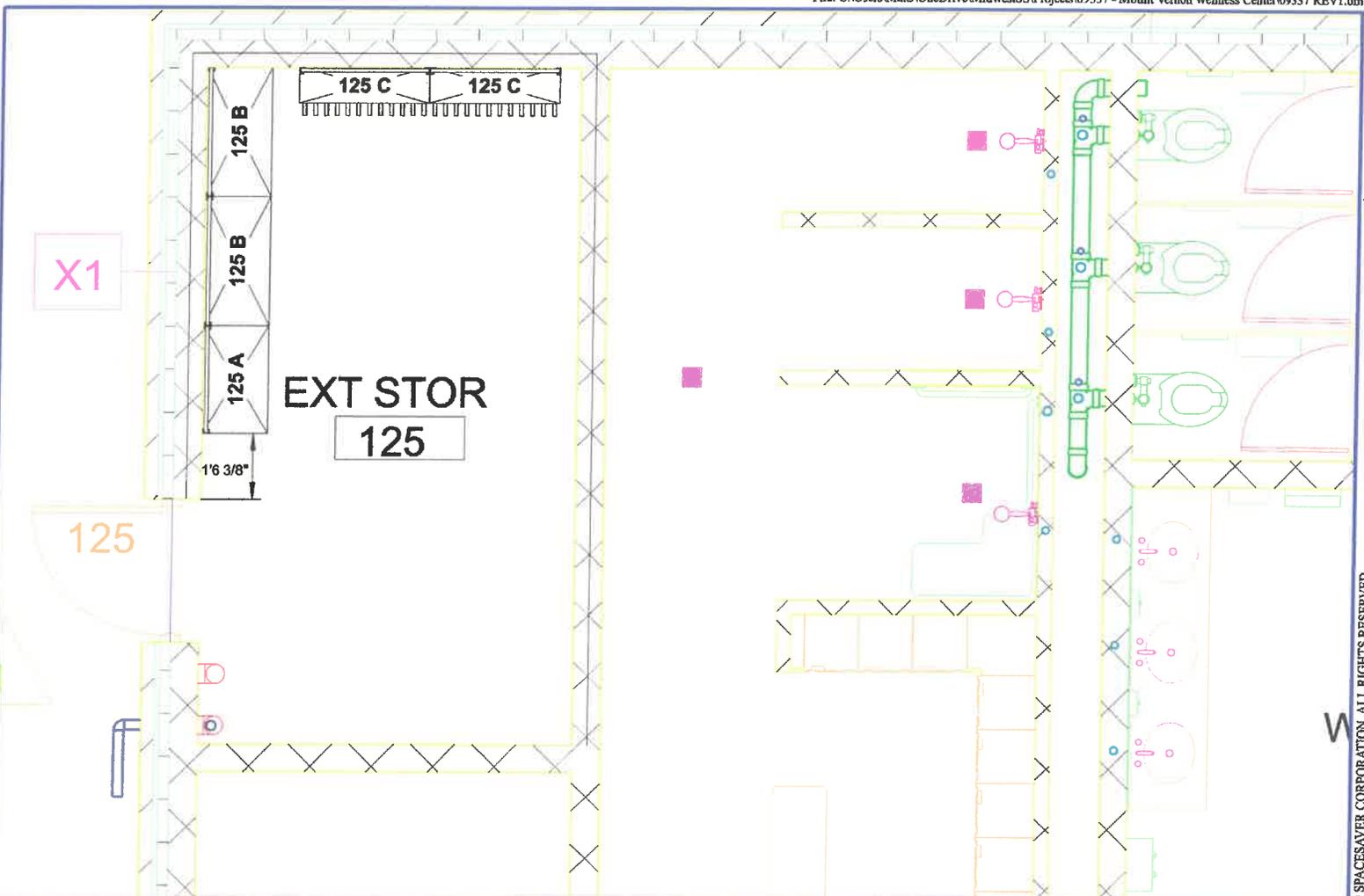
Dated \_\_\_\_\_

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	Project Name: <b>Mount Vernon Wellness Center</b>		Project #: <b>09337</b>	APPROVAL This drawing Approved By: _____ Dated _____
	Salesperson: <b>JONES, MATT</b>	Scale: <b>1:45</b>	Rev level:	
			Date Printed: <b>07/25/2019</b>	

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Project Name: **Mount Vernon Wellness Center**

Salesperson: **JONES, MATT**

Scale: **1:35**

Rev level:

Project #: **09337**

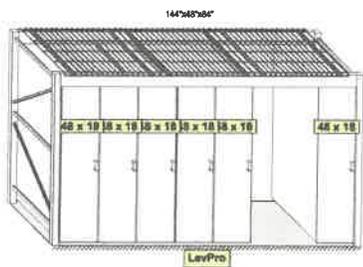
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Date Printed: **07/25/2019**

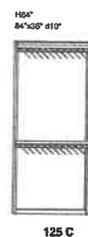
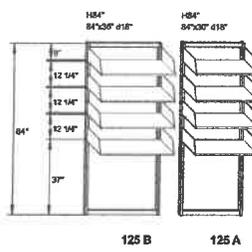
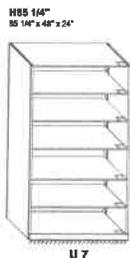
APPROVAL  
This drawing Approved By: \_\_\_\_\_

Dated: \_\_\_\_\_

Storage 123



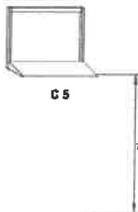
Garden/Maintenance Storage 125



H76 1/4"  
76 1/4" x 48" x 18"



H30"  
30 1/2" x 17"



Project Name: Mount Vernon Wellness Center

Salesperson:  
JONES, MATT

Scale  
1:70

Rev level:

Project #:

09337

Drawn by:  
MJ

Date Printed:  
07/25/2019

APPROVAL  
This drawing Approved By:

Dated \_\_\_\_\_



# Investment Details

To provide the Mount Vernon Wellness Center with a “turnkey” storage solution for their multiple storage and activities rooms. Midwest Storage Solutions is proposing Spacesaver’s shelving with adjustable shelves to organize & maximize the space. Midwest Storage Solutions will deliver and install all material. **Please see attached drawings and elevations.**

## **SPACESAVER FOUR POST SHELVING**

Spacesaver’s 4-post shelving are a heavy-duty 22-gauge steel with shelf supports of 14-gauge steel. All shelving is a “powder coated” antimicrobial finish. All shelving is easily adjustable on 1 ½” centers and requires no nut or bolt construction and is available in a variety of colors. Doors, drawers, dividers, garments rails can all be added or removed at any time. This makes Spacesaver shelving a long-term investment for all storage needs. **See attached drawings and elevations.**

## **SPACESAVER LEVPRO**

Spacesaver’s LevPro Systems utilize fully welded frames structure with roller bearing shelving to slide back and forth, doubling storage capacity and organization to allow for maximum storage, cleanliness, usability and security. All shelving uses Spacesaver 4-post shelving so each section of shelving is fully adjustable.

## **FACTORY TRAINED TECHNICIANS**

All our technicians are factory trained, certified, and insured. Unlike many other companies who use sub-contracted labor, OUR technicians are full time employees. All technicians wear our company’s approved uniforms and follow the conditions in our written safety program.

## **PROJECT MANAGEMENT**

Upon receipt of every order, a project manager is assigned to insure single point responsibility. Midwest Storage Solutions shipping dates are monitored on a daily basis to insure on time delivery. If there is a schedule change, we will notify you before the fact.

**Total Investment: \$19,909.30 (All Material Freight & Installation included) Terms: NJPA Contract 031715-KII**  
25% Deposit required to secure pricing.

***Approved By:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_

Prepared By,

**Matt Jones**  
**Midwest Storage Solutions, Inc. - Spacesaver**

T: (515) 897-0700 F: (402)935-0361 | [mattj@mss-1.com](mailto:mattj@mss-1.com)  
2973 100<sup>th</sup> St. STE #1 | Urbandale, IA 50322

**AGENDA ITEM # J - 5**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** Corporate Rates

**ACTION:** Motion

**SYNOPSIS:** Please see the information from Matt regarding a 10% discount for “corporate” members. We are suggesting the discount for businesses who encourage fifteen or more employees to join the facility. This is fairly typical in the industry and the fifteen employee minimum would allow a majority of businesses in the community to apply.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Parks and Recreation

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19



**Mount  
Vernon**  
IOWA

**Chris Nosbisch, City Administrator**  
**Douglas Shannon, Chief of Police**

**Jamie A. Hampton, Mayor**

**Council:**

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

---

Dear Mr. Mayor and Honorary Council,

Attached you will find the recommendation for Corporate Membership Rates for the Lester Buresh Family Community Wellness Center.

Sincerely,

**Matt Siders**  
**Director of Parks and Recreation**

## **Corporate Membership Fees - Discount on Facility Membership Fees**

The City of Mount Vernon offers the following Corporate Discounts;

1. Organizations that have a 15 or more employees signing up for a pass qualify for a 10% discount on all passes.

## **Corporate Membership - General Policy**

The organization must provide the City of MV a letter listing the names of the employees interested in purchasing a pass through our corporate program. The letter from the organization must be on company letterhead and be signed by the organization's authorized official. The letter must include the name and phone number of a designated contact person. If additional employees are interested in purchasing a pass subsequent to the initial letter, a follow-up letter will be required listing employee(s) to be added to the organization's file. The minimum number of employees must be met in order to qualify for the discount. Monthly and/or yearly reviews will be conducted to determine if the organization will continue to qualify for the discount. Employees will be required to show a paycheck stub to verify employment with specified organization when checking in.

## **Corporate Program - Pass Criteria**

The employee purchasing a pass will be designated as the primary pass holder and must be included as one of the members in a family, couple, or senior couple pass. Some classes will be included in the corporate membership program. Passes are non-transferrable.

- **Family Corporate Pass** - A Family pass is limited to six members residing at the same address, this includes parents, siblings and children of the parents up to age 21. (Additional family members over the limit of six can be added to a family pass for an additional fee of \$10/person/month.)
- **Couple Corporate Pass** - Limit of two married people residing at the same address.
- **Senior Couple Corporate Pass** - Requires that an individual must be 62 years of age or older, and both reside at the same address.

## **Corporate Program - Methods of Registration**

In order to ensure your organization is in compliance with our discount policy, the following options are available to your organization and participating employees:

- We will schedule a special registration at our Wellness Center for employees interested in purchasing a membership throughout our corporate program.
- We will go to your place of business on a scheduled day and time and register employees interested in purchasing a membership through our corporate program.
- Your organization can collect fees and the necessary forms from the employees interested in purchasing a membership through our corporate program and submit them to the Wellness Center.

**AGENDA ITEM # J - 6**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** Twin Creek Lift Station

**ACTION:** Motion

**SYNOPSIS:** The City is once again faced with a possible replacement or repair of a lift station pump. The repair cost is quoted at \$7,615 and the replacement cost is \$18,889.87. Alex is leaning on recommending the new pump as the repair is not a complete rebuild. The only issue with this lift station is the fact that it is slated to be replaced in the future (we just don't know when). I would concur with Alex and push for the replacement as the repair is almost half the cost of the replacement. It is very likely that we would be able to utilize or sell the pump at a future date should the Twin Creek lift station be replaced.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0133522  
QUOTE DATE: 7/29/2019  
EXPIRE DATE: 8/29/2019

SALESPERSON: BRIAN FROST  
CUSTOMER NO: 8958204  
QUOTED BY: djh  
FAIRBANKS

QUOTED TO:  
CITY OF MOUNT VERNON  
CITY HALL  
213 1ST STREET NW  
MOUNT VERNON, IA 52314

JOB LOCATION:  
CITY OF MOUNT VERNON  
CITY HALL  
213 1ST STREET NW  
MOUNT VERNON, IA 52314

CONFIRM TO:  
ALEX VOLKOV

\*\*\* QUOTE ORDER - DO NOT PAY \*\*\*

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
/MISC	EACH	1.00	0.00	0.00	64.50	64.50
		MISC. SHOP SUPPLIES				
/ENVI	EACH	1.00	0.00	0.00	60.00	60.00
		OIL AND ENVIRONMENTAL CHARGE				
/PSGT	HOUR	8.00	0.00	0.00	130.00	1,040.00
		PUMP LABOR-SEWAGE/SUMBERSIBLE				

ESTIMATED LEAD TIME ON PARTS IS 3 WEEKS ARO  
THE PRICING ON THIS QUOTE DOES NOT INCLUDE  
FREIGHT.  
THANK YOU, DONNA HAMMEN  
donnah@electricpump.com

All return goods must have written approval from Electric Pump, Inc.  
before returning. Credit will not be issued without written approval and  
if applicable there will be a Restock Fee.

Net Order:	7,615.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>7,615.00</b>

ABOVE PRICING EFFECTIVE FOR 30 DAYS





# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0133696  
QUOTE DATE: 8/12/2019  
EXPIRE DATE: 9/12/2019

SALESPERSON: BRIAN FROST  
CUSTOMER NO: 8958204  
QUOTED BY: JRF  
JOYCE

QUOTED TO:  
CITY OF MOUNT VERNON  
CITY HALL  
213 1ST STREET NW  
MOUNT VERNON, IA 52314

JOB LOCATION:  
CITY OF MOUNT VERNON  
CITY HALL  
213 1ST STREET NW  
MOUNT VERNON, IA 52314

CONFIRM TO:  
SUE

\*\*\* QUOTE ORDER - DO NOT PAY \*\*\*

CUSTOMER P.O. ALEX VOLKOV	SHIP VIA BESTWAY	F.O.B. ORIGIN	TERMS Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR  
REPLACING EXISTING FAIRBANKS MORSE PUMP IN FOR REPAIR  
WITH FLYGT PUMP:

0031711850012	EACH	1.00	0.00	0.00	17,429.87	17,429.87
/PSSC	HOUR	6.00	0.00	0.00	130.00	780.00
*	EACH	1.00	0.00	0.00	150.00	150.00
1400000407129	EACH	1.00	0.00	0.00	520.00	520.00
SR3P-06	EACH	1.00	0.00	0.00	10.00	10.00

ESTIMATED LEAD TIME IS 12 TO 14 WEEKS ARO.  
THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT,  
INSTALLATION AND STARTUP.  
Electric Pump is committed to supplying you, our  
customer, the highest quality products & service.  
joycef@electricpump.com  
THANK YOU, JOYCE FROHWEIN

All return goods must have written approval from Electric Pump, Inc.  
before returning. Credit will not be issued without written approval and  
if applicable there will be a Restock Fee.

Net Order:	18,889.87
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>18,889.87</b>

ABOVE PRICING EFFECTIVE FOR 30 DAYS

**AGENDA ITEM # J - 7**

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

**DATE:** August 19, 2019

**AGENDA ITEM:** Elliot Park Extension

**ACTION:** Motion

**SYNOPSIS:** Staff is asking that we move forward with Hall and Hall Engineering for the master plan and grading work needed on the Elliot Park extension (grading plan, parking lot extension, etc). Hall and Hall are the engineers being used by the Developers, and are quite familiar with the site. Although they have made no recommendations regarding this submittal, I do want it known that one of our Park and Rec board members works for Hall and Hall. The estimated costs of the work is \$6,050.

**BUDGET ITEM:** Franchise Fees

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 8, 2019 ("Effective Date") between City of Mt Vernon ("Owner") and Hall & Hall Engineers Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Site Surveying and Civil Engineering Professional Services for the Elliot Park Expansion, Mt Vernon, Iowa ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- A. Park Grading Assistance
  1. Assist Owner with transfer of active SWPPP for the subject parcel.
  2. Re-evaluate current grading design. The original design was completed with the understanding the park grading was going to be a public/private partnership. Some redesign is needed to minimize disturbance/grading on adjacent property and maintain proper drainage during the interim period until the adjacent parcel is developed. Update erosion control plan.
  3. Set Control Points for Owner use for GPS enabled equipment
  4. Flag topsoil removal limits.
  5. Assist with project administration as needed. Answer questions during construction and assist with obtaining bids from seeding contractors.
  
- B. Park Master Planning
  1. Prepare up to 2 master plan options for the park space. The sketch will show field layouts, parking expansion and general vehicle circulation.
  2. Meet with Owner to review concept plan options and select the preferred option.
  3. Refine master plan as directed by the Owner. Provide an electronic plot file (PDF) of the concept plan.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
  
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period.
  
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the

construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Not to Exceed, Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

SERVICE	ESTIMATED FEE
A. Park Grading Assistance	\$4,100
B. Park Master Planning	\$1,800
<b>Expenses (Mileage, etc.)</b>	<b>\$150</b>

*\*Expenses will be tracked separately per Note #2 below.*

1. Engineer's Standard Hourly Rates are attached as Appendix 1
2. Owner to pay all fees and expenses for the project with no mark up. Fees shall include submittal fees, mileage, recording fees, etc.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Appendix 2, Special Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

By: Loren Hoffman

Title: Private Team Leader

Date Signed: August 8, 2019

Engineer License or Firm's Certificate  
Number: 421308857

State of: Iowa

Address for giving notices:

City of Mt Vernon

213 First Street NW

Cedar Rapids IA 52314

Address for giving notices:

Hall & Hall Engineers Inc.

1860 Boyson Road

Hiawatha IA 52233

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated August 8, 2019

**Engineer's Standard Hourly Rates**

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*A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

*B. Hourly rates for services performed on or after the Effective Date are:*

POSITION	LEVEL		
	I	II	III
Team Leader	\$133/hour	\$138/hour	\$148/hour
Project Manager	\$123/hour	\$128/hour	\$138/hour
Associate Team Leader	\$103 /hour	\$113/hour	\$123/hour
Project Coordinator	\$83/hour	\$98/hour	\$113/hour
Project Engineer	\$108/hour	\$113/hour	\$123/hour
Design Engineer	\$93/hour	\$98/hour	\$108/hour
Civil Engineering Technician	\$83/hour	\$93/hour	\$103/hour
Project Landscape Architect	\$108/hour	\$113/hour	\$123/hour
Design Landscape Architect	\$93/hour	\$98/hour	\$108/hour
Landscape Architect Technician	\$83/hour	\$93/hour	\$103/hour
Project Surveyor	\$120/hour	\$125/hour	\$135/hour
Lead Field Surveyor	\$100/hour	\$110/hour	\$120/hour
Design Surveyor	\$80/hour	\$95/hour	\$110/hour
Field Surveyor	\$85/hour	-----	-----
Construction Administrator	\$108/hour	\$118/hour	\$128/hour
Construction Observer	\$83/hour	\$98/hour	\$113/hour
Administrator	\$63/hour	\$78/hour	\$93/hour
Intern	\$50/hour	\$60/hour	-----
Expert Witness	\$185/hour		
Traffic Data Collector	\$80/hour for staff & \$40/hour for intern		
Mileage – Personal Vehicle	\$0.58/mile		
Mileage - Company Truck	\$0.79/mile		
Install and monitor sewer flow meter	\$150/week		

**Appendix 2, Special Provisions**

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.

This is **Appendix 2, Special Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated August 8, 2019

### **Special Provisions to this Agreement**

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Modify paragraph 2.01A as follows:

*Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum rate of interest permitted by law, if less). If any portion or all of an account remains unpaid 90 days after the invoice date, the Owner shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis of mechanics liens, or any and all other debt collection remedies available. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. Invoices paid by credit card will be charged an additional 4% service charge.

### **Additional Terms and Conditions**

*Access to Site:* Unless otherwise stated, the Engineer will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

*Information Provided By Others:* Owner shall furnish at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

*Hazardous Materials:* The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory

liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Engineer.

*Certifications, Guarantees and Warranties:* The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

*Fiduciary Responsibility:* The Engineer shall not offer any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineer or any of its sub-consultants, as a consequence of the Engineer entering into this Agreement with the Owner.

*Opinions of Probable Construction Cost:* In providing opinions of probable construction cost, the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of Project construction will not vary from the Engineer's opinion of probable construction cost.

*Validity of Pricing for Services:* The scope, schedule and compensation listed for services in this Agreement shall be valid for 30 days from the date Engineer has signed the agreement. Scope, schedule and compensation are subject to change after the above 30 days have expired.

#### Mutual Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Engineer's negligent performance of the services under this Agreement and that of its sub-consultants or anyone for whom the Engineer is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Engineer has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors and employees against damages arising directly from the Owner's negligence of the services under this Agreement and that of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Owner has no duty to defend the Engineer from and against any claims, causes of action, or proceedings of any kind.

Neither the Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others.

#### Clarification to the Definition of Engineer

For the purposes of this Agreement, services provided by the Engineer may include land surveying, landscape architecture, and environmental services in addition to civil engineering.

#### Clarification to the Definition of Owner

For the purposes of this Agreement, the Owner may be a general contractor, sub-contractor, individual, corporation, non-profit, consultant, and any other type of entity for which the Engineer is providing services.

#### Electronic Data Release

The owner exercises the right to request that the Engineer provide a copy of their electronic survey, design and/or data file(s) pertaining to this project. Said electronic file(s) may be preliminary and may not be complete or in final form and shall not be intended for construction use. Owner's use or reuse, reproduction, dissemination, and/or review (both internally and externally) shall be at the Owner's risk and full legal responsibility. Owner shall be fully and solely responsible for reconciling of said electronic files with final certified hard copies produced by the Engineer. Only the final certified hard copies of the survey, design and/or data files shall be the official plans and documents for the project.

By signing this agreement the Owner does hereby agree to indemnify and hold the Engineer, it's manager(s), member(s), officers, agents and employees harmless from any claims, suits, damages, liability, demands or costs, including attorney fees resulting from or arising out of the use or misuse of said electronic survey, design and/or data file(s) by Owner. In the event of suit for breach and/or enforcement of this agreement, Owner agrees to pay all attorney fees incurred by Engineer.

The Engineer retains ownership and a property interest in all electronic data prepared to complete the Engineer's services, including AutoCAD Drawing files ("CAD Data"). Upon Owner's request for CAD Data and signing Engineer's release form, Engineer will furnish CAD Data to Owner or others designated by the Owner. CAD Data will include two-dimensional horizontal line data needed to establish horizontal alignments and control. The furnished data, along with control points, elevations and grades shown on Engineer's plans can be used by others for construction surveys. Engineer will not provide construction survey support to others using Engineer's CAD Data.

**AGENDA ITEM # J - 8**

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

<b>DATE:</b>	August 19, 2019
<b>AGENDA ITEM:</b>	ADS Purchase for Public Works
<b>ACTION:</b>	Motion

**SYNOPSIS:** Enclosed you will find two quotations for ADS piping for the public works facility site. ADS piping is used for culvert construction for the drive accesses to the property. Staff is recommending the quote from Brown Supply (the one without the name) in the amount of \$6,535.

**BUDGET ITEM:** RUT

**RESPONSIBLE DEPARTMENT:** Public Works

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/14/19

**Public Works Site Development Summer 2019**

Please quote the following quantities to City of Mount Vernon

Send quote to: [nnissen@cityofmtvernon-ia.gov](mailto:nnissen@cityofmtvernon-ia.gov)

Nick Nissen  
319-480-2663

Part Number and Description	Quantity	Unit	
N850 Pipe ADS N12 HP Storm 12x20	400'	\$7.65'	3060
85427121200 ADS 2712AG12N INLN GRT ASSY 12 Interchange Prod: INLINE	2	\$330ea plus freight	660
85461101200 ADS ST N-12 TEE 12	3	\$125ea	375
85060021200 ADS Split Coupler 12	8	\$11ea	88
85002011200 Pipe ADS N-12 ST DW SOL 12x20	380'	\$4.60	1,748
85461701200 ADS Split end cap 12	2	\$42ea	84
N85590011500 Galv Metal Apron 15"	8	\$65ea	520

\$6535



# SCHIMBERG CO.

1106 Shaver Road NE  
 Cedar Rapids, IA 52402  
 Ph: 319-365-9421 FAX: 319-365-9867  
 www.schimberg.com

## PRICE QUOTATION

Quote Date	07/12/19
Quote Number	7872726-00
Quote Expiration Date	08/12/19
Writer	Scott McMurrin
Salesperson	SCOTT MCMURRIN
Total Weight	1212.20000
Freight Terms	FFA
Placed By	NICK

Bill To: 3223	MOUNT VERNON CITY HALL 213 1ST ST NW MOUNT VERNON, IA 52314
------------------	---

Ship To:	MOUNT VERNON CITY HALL BRYANT RD RECON MOUNT VERNON, IA 52314
----------	---

PHONE:(319) 895-8742  
 EMAIL:smcmurrin@schimberg.com

Terms	Req Ship Date	Ship Point	Ship Via
NET 30 DAYS	07/12/19	SCHIMBERG CEDAR RAPIDS	S CO TRUCK

Line #	NS	Part Number And Description	Quantity Ordered	Qty U/M	Net Price	Ext. Price
1		PLEASE BE ADVISED OF THE FOLLOWING: OUR QUOTATIONS ARE A SERVICE NOT A GUARANTEED BILL OF MATERIAL. QUANTITIES, SIZES OR SPECIFICATIONS ARE NOT GUARANTEED AND SHOULD BE CAREFULLY CHECKED. ANY MATERIAL INSTALLED WITHOUT PRIOR SUBMITTAL APPROVAL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IN THE EVENT THERE IS AN ISSUE. ANY MATERIAL, ACCESSORIES OR FEATURES NOT SPECIFICALLY LISTED OR DESCRIBED IN THE QUOTATION ARE NOT INCLUDED AND MUST BE QUOTED SEPARATELY. ANY SPECIAL ORDER MATERIAL RETURNED WILL BE SUBJECT TO VENDOR RESTOCK FEE. ANY NON-STOCK ITEM(S) WILL INCUR POSSIBLE FREIGHT CHARGES. PRICES DO NOT INCLUDE FEDERAL, STATE OR LOCAL SALES TAXES.	0		0.00	0.00
2	NS	N850 PIPE ADS N12 HP STORM 12X20	400	EACH	7.22353	2889.41
4		85427121200 ADS 2712AG12N INLN GRT ASSY 12 Interchange Prod: INLINE	2	EACH	349.41176	698.82
5		85461101200 ADS ST N-12 TEE 12	3	EACH	114.76	344.28
7		85060021200 ADS SPLIT COUPLER 12	8	EACH	8.68	69.44
8		85002011200 PIPE ADS N-12 ST DW SOL 12X20	380.0	FT	4.82759	1834.48
9		85461701200 ADS SPLIT END CAP 12	2	EACH	37.46	74.92
10		N85590011500 GALV METAL APRON 15"	8	EACH	95.00	760.00

If "NS" is indicated in the "NS" column or any part number beginning with an "N" or "W" is non-stock material and subject to manufacturers restock & return freight charges.

--- The prices quoted are subject to inventory availability and changes in raw material costs. ---  
 --- Jobs with multiple shipments or a duration of more than 30 days must be authorized in advance. ---



# PRICE QUOTATION

**SCHIMBERG CO.**  
 1106 Shaver Road NE  
 Cedar Rapids, IA 52402  
 Ph: 319-365-9421 FAX: 319-365-9867  
 www.schimberg.com

Quote Date	07/12/19
Quote Number	7872726-00
Quote Expiration Date	08/12/19
Writer	Scott McMurrin
Salesperson	SCOTT MCMURRIN
Total Weight	1212.20000
Freight Terms	FFA
Placed By	NICK

Bill To:	MOUNT VERNON CITY HALL
3223	213 1ST ST NW
	MOUNT VERNON, IA 52314

Ship To:	MOUNT VERNON CITY HALL
	BRYANT RD RECON
	MOUNT VERNON, IA 52314

PHONE:(319) 895-8742  
 EMAIL:smcmurrin@schimberg.com

Terms	Req Ship Date	Ship Point	Ship Via
NET 30 DAYS	07/12/19	SCHIMBERG CEDAR RAPIDS	S CO TRUCK

Line #	NS	Part Number And Description	Quantity Ordered	Qty U/M	Net Price	Ext. Price
8		<b>Lines Total</b>			<b>Quote Total</b>	<b>6,671.35</b>

**SALESPERSON CONTACT INFORMATION**  
 Scott McMurrin  
 smcmurrin@schimberg.com

If "NS" is indicated in the "NS" column or any part number beginning with an "N" or "W" is non-stock material and subject to manufacturers restock & return freight charges.

— The prices quoted are subject to inventory availability and changes in raw material costs. —

— Jobs with multiple shipments or a duration of more than 30 days must be authorized in advance. —

## **K. Reports-Received/File**



Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police

**Jamie A. Hampton, Mayor**

**Council:**

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

**JULY 2019**  
**POLICE REPORT**

**Vehicle Collisions**

There were 7 reported collisions in July. The first collision occurred in the lower parking lot at Mount Vernon Bank when an unknown vehicle collided with a parked vehicle. The driver of the striking vehicle did not report the collision and left the scene. Damage was estimated at \$1,000 and no injuries were reported. The second collision occurred in the parking lot of Si Senior. This collision occurred when a vehicle was backing out of a parking spot and struck a vehicle travelling through the parking lot. Damage was estimated at \$1,250 and no injuries were reported. The third collision occurred at Hwy 30 & 10<sup>th</sup> Ave South. This collision occurred when a motorcycle was travelling west on Hwy 30, and traversing the traffic circle at 10<sup>th</sup> Ave SW. The driver lost control and laid the motorcycle down, causing minor injury to the passenger on the motorcycle. Damage was estimated at \$400. The fourth collision occurred at the Hwy 1 & 30 roundabout when a vehicle travelled west on Hwy 30 and failed to yield to a vehicle proceeding North on Hwy 1 in the traffic circle. Damage was estimated at \$9,000 and no injuries were reported. The fifth collision occurred at 1<sup>st</sup> Street SE and Hwy 30. This collision occurred when a vehicle travelling eastbound on Hwy 30, making a left turn onto 1<sup>st</sup> Street reported the sun obstructed his view and he cut the corner short and collided with the stop sign barrel for 1<sup>st</sup> Street SE. Damage was estimated at \$1000 and no injuries were reported. The sixth collision occurred at Hwy 1 & 30 when a vehicle travelling north on Hwy 1 failed to yield and collided with a vehicle that was eastbound on Hwy 30 in the traffic circle. Damage was estimated at \$6,000 and two passengers were transported by ambulance for minor injuries. The seventh collision occurred in the 400 blk of 2<sup>nd</sup> Street SW, when a vehicle backing out of a private driveway collided with a legally parked vehicle. Damage was estimated at \$3,500 and no injuries were reported.

**Incidents/Arrest**

There were 26 reported incidents in July. Reports included: Burglary, damage to property (civil), info-suspicious activity, violation of no contact order, theft (x3), committal (x3), striking unattended vehicle, vehicle tow, OWI (x2), Possession of Controlled Substance-Marijuana, Possession of Alcohol under Age, sexual abuse, Assault Causing Injury-Domestic Abuse, found property, missing dog, Unattended Death investigation, Criminal Mischief (x3), Harassment, dog at large, & Identity Theft.

During July, Mount Vernon Officers made 4 arrests. Charges include: Possession of marijuana, OWI (x2), Possession of Alcohol underage, Possession of unregistered/prohibited firearm, and Assault causing injury-domestic abuse.

**K-9 Report**

During July Monster was deployed 4 times for vehicle sniffs, indicating on 1 vehicle which led to the discovery of marijuana and paraphernalia. Officer Moel and Monster attended monthly training, focusing on building searches, tracking, and the recognition, prevention, and treatment of heat exhaustion in K9's.



**Mount  
Vernon**  
IOWA

Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police

**Jamie A. Hampton, Mayor**

**Council:**

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

**Community Service/Training/Misc.:**

- Chief Shannon attended a county wide Law Enforcement/Fire/EMS meeting at EMA regarding Active Threat Integrated Response protocols in Linn County.
- Chief Shannon attended the Disaster Preparation Project-Community Response meeting at City Hall.
- Officer Moel assisted the "Thank the Seals" Motorcycle ride event at Lynch Ford.
- Chief Shannon met with Alliant Energy regarding upcoming gas line project in Mount Vernon.
- Chief Shannon, Officer Gehrke, MVFD, and LMVAS assisted with a send-off for the MVHS Girls Softball State Tournament in Fort Dodge.
- Chief Shannon attended area Chiefs meeting in Lisbon.
- Officers assisted with various Heritage Days events.
- Reserve Officer Lueth assisted with overnight security for the Antique Extravaganza.
- MVPD hosted Active Threat Integrated Response (ATIR) training at Cornell College on July 24<sup>th</sup>. This was a joint training led by CRPD with officers from Lisbon and Iowa DNR also attending.

**GTSB:**

During July Officers worked 37 hours of STEP, including participation in the July Step Wave, and extra enforcement during our local festival. This enforcement resulted in 1 OWI arrest, 1 OWI contact, 1 narcotic arrest, 1 open container violation, 26 speed violations, 4 stop sign/light violations, 4 registration violations, 4 insurance violations, 14 equipment violations, and 2 other traffic violations.

**LISBON (28E Contracted Services):**

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

- Patrol: 2,765 minutes
- Calls for service: 275 minutes (12 calls for service)

**Total time for July 2019: 3,040 minutes = 50.67 hrs.; Total: \$2,026.80**

Respectfully Submitted,

Chief of Police



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## **Public Works Report**

### **8/19/19**

#### ***Parks***

The contractor has finished the chemical storage shed at the pool. Crews have primed the exterior of the building. Crews have started to power wash the exterior of the pump house at the pool. This is in preparation of painting the chemical room along with pump house.

Crews helped install permanent markers in the corners of the flag football fields. This will allow Matt to find the dimensions of the field much easier and quicker each season. This was Matt Siders idea we helped make it work.

#### ***Site Work***

Crews are close to being finished grading the public works site. If we had to pick up leaves tomorrow, we would be able to do so. We will be adding gravel to the road along with building an access road on the interior of the site.

#### ***Street ROW***

Crews have poured the sidewalk/trail near Gordon Lumber this has been left gravel for about 3 months. It was time to finally finish this project.

Crews have finished painting crosswalks around town. The school area is a point of emphasis prior to school beginning. Crews typically start in this area and work their way around town from there. It takes roughly 5-8 days to complete crosswalk painting.

Stumps have been filled with black dirt and seeded after numerous tree removals around town. Some areas have received a newly planted tree.

Crews have cleaned excess silt out of the drainage ditch on Scobey Road.



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Parks and Recreation Department  
Directors Report  
July 15 2019 -August 15 2019

Parks

- **Nick Nissen and I will be meeting to discuss Park and Rec Fall projects.**
- **New park bench for Nancy Doreen Huffman Dog Park has been ordered.**
- **Finalizing plans for a couple of Eagle Scout projects in the parks. More information will be shared soon.**

Sports

- **Flag Football and Fall Soccer practices will begin week of August 26<sup>th</sup> and games will begin weekend of September 7<sup>th</sup>.**
- **Football Buddies will start September 14<sup>th</sup>.**

Pool

- **Mild temperatures have tempered pool attendance a bit, but the number of days we have closed has been minimal.**
- **Pool Theme nights and Movie nights are well attended.**
- **Pool Triathlon took place on July 27<sup>th</sup>. A total of 16 participants competed and showed some great final times in the events.**
- **A new air conditioner for the concession stand was purchased.**
- **A new intercom system was installed.**
- **A new chest freezer was purchased and delivered.**
- **New lap lanes were purchased.**

Misc

Events and Classes

- **Lego Robotics started their team practices the week of August 5<sup>th</sup>. We will have two teams again this year.**

**M. Reports Mayor/Council/Admin.**

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
August 19, 2019**

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- Just a reminder that our first meeting in September will be held on Tuesday, September 3, 2019 due to the Labor Day holiday. City Hall will be closed on Monday, September 2, 2019.
- Heather has sent notice to the various by-pass sub-area plan stakeholder groups of the upcoming meeting dates. Please let us know if you did not receive an email.
- The public works site is almost complete and the dozer will be moving to the Elliot Park extension property. The abstract for that purchase is complete, and I hope to close within the next two weeks.