

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>August 21, 2017 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>August 18, 2017</b>

<b>Mayor:</b>	Jamie Hampton	<b>City Administrator:</b>	Chris Nosbisch
<b>Mayor Pro-Tem:</b>	Marty Christensen	<b>City Attorney:</b>	Robert Hatala
<b>Councilperson:</b>	Paul Tuerler	<b>Assis. Admin/City Clerk:</b>	Sue Ripke
<b>Councilperson:</b>	Scott Rose	<b>Deputy City Clerk:</b>	Marsha Dewell
<b>Councilperson:</b>	Tom Wieseler	<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 7, 2017 Regular Council Meeting
- 2. Approval of Liquor License – Mt. Vernon PNP
- 3. Approval of Liquor License – Bon Appetit at Cornell College
- 4. Approval of Eldon Downs – Lead Operator
- 5. Approval of Reed Russell - Police Officer

E. Public Hearing

- 1. Public Hearing for an Ordinance to Vacate and Sell a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, Within the City Limits of Mt. Vernon, Linn County, Iowa (**tabled July 3, 2017**)

F. Ordinance Approval/Amendment

- 1. Ordinance #7-3-2017A: An Ordinance Vacating and Selling a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, Within the City Limits of Mt. Vernon, Linn County, Iowa (**tabled July 3, 2017**)
  - i. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading)
- 2. Ordinance #7-17-2017A: An Ordinance Amending Chapter 166, Subdivision Regulations of the City of Mt. Vernon, Iowa
  - i. Motion to approve the third and final reading
- 3. Ordinance #7-17-2017B: An Ordinance Amending Chapter 136 Sidewalk Regulations of the City of Mt. Vernon, Iowa

- i. Motion to approve the third and final reading

**G. Resolutions for Approval**

1. Resolution Approving the Installation of Street Lights at Palisades Rd and 10<sup>th</sup> Ave According to the Terms Set Forth in the Existing Street Light Contract
2. Resolution Approving the Preliminary Plat of Spring Meadow Heights Subdivision
3. Resolution Approving the Location and Names of Specified Park in the City of Mt. Vernon, Iowa

**H. Mayoral Proclamation**

1. Proclamation Establishing September 8, 2017 as the 12<sup>th</sup> Annual Five Seasons Stand Down Day in Mt. Vernon, Iowa

**I. Old Business**

1. Discussion and Consideration of Engagement Letter for Municipal Advisory Services – Speer Financial - Council Action as Needed (tabled August 7, 2017)

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Change Order #3, 10<sup>th</sup> and Palisades Intersection – Council Action as Needed
3. Discussion and Consideration of Pay Application #3, 10<sup>th</sup> and Palisades Intersection – Council Action as Needed
4. Discussion and Consideration of Citizen Request – Don Hormann – Council Action as Needed
5. Discussion and Consideration of Consultant Services – Sub Area Plan - Council Action as Needed
6. Discussion and Consideration of Consultant Services for Soil Borings - Community/Recreation Facility – Council Action as Needed
7. Discussion and Consideration of Rescheduling the September 4, 2017 Council Meeting – Council Action as Needed

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

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

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

1. Well and Septic (possible further discussion)
2. Amending the Ambulance 28E

**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 7, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Tuerler, Wieseler, and Christensen. Absent: Rose.

**Call to Order.** Mayor Jamie Hampton called the meeting to order at 6:30 p.m. and announced one agenda change; the Public Hearing and 1<sup>st</sup> reading of alley vacating ordinance will not be discussed and will remain tabled.

**Agenda Additions/Agenda Approval.** Motion to approve the amended agenda made by Wieseler, seconded by Roudabush. Carried all. Absent: Rose. .

**Consent Agenda.** Wieseler motioned to approve the Consent Agenda, seconded by Tuerler. Carried all. Absent: Rose.

Approval of City Council Minutes – July 17, 2017 Regular Council Meeting

Approval of Liquor License – Palisades Café

### **Public Hearing**

Public Hearing for an Ordinance to Vacate and Sell a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, Within the City Limits of Mt. Vernon, Linn County, Iowa (tabled July 3, 2017). This agenda item remains tabled.

### **Ordinance Approval/Amendment**

Ordinance #7-3-2017A: An Ordinance Vacating and Selling a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, Within the City Limits of Mt. Vernon, Linn County, Iowa (tabled July 3, 2017). This agenda item remains tabled.

Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading)

Ordinance #7-17-2017A: An Ordinance Amending Chapter 166, Subdivision Regulations of the City of Mt. Vernon, Iowa. There have been no changes from the first reading. Staff has not received any written or verbal communication on this ordinance.

Motion to approve second reading and proceed with third and final reading (Council may suspend rules and proceed to the final reading after vote of the second reading). Tuerler motioned to approve the 2<sup>nd</sup> reading of Ordinance #7-17-2017A, seconded by Wieseler. Roll call vote. Motion passes. Absent: Rose.

Ordinance #7-17-2017B: An Ordinance Amending Chapter 136 Sidewalk Regulations of the City of Mt. Vernon, Iowa There have been no changes from the first reading. Staff has not received any written or verbal communication on this ordinance.

Motion to approve second reading and proceed with third and final reading (Council may suspend rules and proceed to the final reading after vote of the second reading) Tuerler motioned to approve the 2<sup>nd</sup> reading of Ordinance #7-17-2017A, seconded by Christensen. Roll call vote. Motion passes. Absent: Rose.

### **Motions for Approval**

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

SANDRY FIRE SUPPLY LLC	AIR PACKS-FD	128,810.00
AERO RENTAL, INC	42' LIFT-RUT	825.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,860.24
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,636.24
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,318.85
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	166.52
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	62.84
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	53.03
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	36.83
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	32.30
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	24.26
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	20.65
ALTERATIONS BY MARY	UNIFORMS-PD	225.00
ALTORFER INC	CONNECTOR-WAT	59.52
AMERICAN RED CROSS	LIFEGUARD CERTIFICATION-POOL	490.00
ARAMARK	RUGS-FD	53.75
AXON ENTERPRISE INC	TASER-PD	1,795.64
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	131.50
BARNYARD SCREEN PRINTER LLC	T-SHIRTS/TRIATHLON-POOL	144.00
BDI	BEARINGS/F-150-RUT	30.72
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A	350.00
BROWN SUPPLY COMPANY	INLETS/4TH & 5TH AVE-ST WAT	1,660.00
BROWN SUPPLY COMPANY	HYDRANT EXT-WAT	625.00
BROWN SUPPLY COMPANY	REPAIR CLAMP-WAT	295.00
BROWN SUPPLY COMPANY	HYDRANT REPAIR-WAT	154.00
CAMPBELL SUPPLY CEDAR RAPIDS	STRAPS-RUT	89.27
CAMPBELL SUPPLY CEDAR RAPIDS	EQUIP-RUT	210.71
CAMPBELL SUPPLY CEDAR RAPIDS	SAWZALL-RUT	199.00
CAREPRO PHARMACY	SUPPLIES-POOL	156.82
CAREPRO PHARMACY	SUPPLIES-POOL	7.98
CARQUEST OF LISBON	VEHICLE MAINT	89.32
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	877.90
CARRICO AQUATIC RESOURCES INC	LADDER TREAD,BUMPER-POOL	297.87
CARRICO AQUATIC RESOURCES INC	CHEMICAL TEST KITS-POOL	575.00
CARRICO AQUATIC RESOURCES INC	STEP LADDER-POOL	73.89
CENTURY LINK	PHONE CHGS-P&A	521.12
CENTURY LINK	PHONE CHGS-PD	112.18
CENTURY LINK	PHONE CHGS-FD,RUT	102.79
CENTURY LINK	PHONE CHGS-SEW	95.42
CENTURY LINK	PHONE CHGS-WAT	53.58
CENTURY LINK	PHONE CHGS-P&REC	53.55
CENTURY LINK	PHONE CHGS-POOL	44.31
CHRIS NOSBISCH	MILEAGE-P&A	268.57
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	354.00
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	54.00
COPYWORKS	SUPPLIES-MVHPC	12.50
COUNTRY HOME EMBROIDERY	RIBBONS-POOL	585.00
CY'S TREE SERVICE	103 2ND ST NE-RUT	1,400.00
CY'S TREE SERVICE	TREE REMOVAL-RUT	937.50
CY'S TREE SERVICE	323 10TH AVE	900.00
CY'S TREE SERVICE	331 5TH AVE NW	695.00
CY'S TREE SERVICE	STUMP GRINDING-RUT	150.00
DIESEL TURBO SERVICES INC	GAS SENSOR/F250	316.63
DIVERSIFIED INSPECTIONS	BUCKET INSPECTION-PW	370.47
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60

EVERETT THOMPSON	INTERN-MVHPC	290.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	120.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS INC	UNIFORMS-PD	563.75
GALLS INC	UNIFORMS-PD	142.84
GARY'S FOODS	SUPPLIES-POOL	1,306.87
GARY'S FOODS	SUPPLIES-P&REC	51.38
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	103.60
GRAINGER INC	FLOW SWITCH-WAT	501.00
GROUP SERVICES INC	INSURANCE	22,358.35
HAWKEYE READY MIX	FOOTINGS-ST WAT	225.15
HORSFIELD CONSTRUCTION INC	10TH AVE/PALISADES PROJECT	57,422.28
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	350.00
IOWA SOLUTIONS INC	PATCH MANAGEMENT-PD	25.00
JACQUELINE ENGELBRECHT	WATER EXERCISE-POOL	200.00
JOAN BURGE	CLEANING SERVICE-P&A	120.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	15.00
KATEY FOREST	SUPPLIES-POOL	21.18
KATHERYN REED	REFUND-POOL	25.00
KIECKS	UNIFORMS-FD	71.91
KIECKS	UNIFORMS-FD	50.97
KONICA MINOLTA BUSINESS	MAINTENANCE PLAN/COPIES	485.39
LETTER PERFECT & RECOGNITION	NAMEPLATE--P&Z	24.72
LINN CO-OP OIL CO	FUEL-PW	847.89
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	931.00
LYNCH FORD	2017 F550	43,885.00
LYNCH FORD	SHOCKS,STRUST/2009 F-250	1,011.11
LYNCH FORD	SYSTEM UPDATE-RUT	132.45
LYNCH FORD	5K MI MAINT,ROTATE TIRES-PD	60.80
M & K DUST CONTROL	BLACK DIRT-RUT	375.00
M & K DUST CONTROL	BLACK DIRT-RUT	175.00
M & K DUST CONTROL	FILL DIRT/STUMP GRINDING-RUT	250.00
MARKET STREET TECHNOLOGIES INC	ON LINE CONSULTING-MVHPC	500.00
MARTIN EQUIPMENT	JD BACKHOE REPAIR-PW	3,004.57
MATT SIDERS	MILEAGE-P&REC	64.20
MENARDS	CHEMICALS-SEW	77.75
MIDWEST ELECTRONIC RECOVERY	MONITORS,TV'S-S/W	1,010.00
MIDWEST WHEEL CO	RATCHET-RUT	39.35
MOUNT VERNON ACE HARDWARE	BLDG MAINT-FD	70.28
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,717.52
MOUNT VERNON BANK	NSF CHECK-WAT	49.61
MOUNT VERNON FIRE DEPARTMENT	REIMB BOLT CUTTERS, SUPPLIES-FD	203.36
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,039.09
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-MVHPC	30.00
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS-PD	168.00
NEAL'S WATER CONDITIONING	WATER/SALT-P&A	63.55
NICOLE WERLING	DEPOSIT REFUND-WAT	65.06
P&K MIDWEST INC	ROTARY SWITCH/GATOR-RUT	19.25
PAYROLL	CLAIMS	80,170.75
PAYROLL	CLAIMS	54,094.05
PERSONAL TOUCH EMBROIDERY	UNIFORMS-P&A	6.50
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
PLUMB SUPPLY CO	ELLIOTT CONC MAINT-P&REC	60.29
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW SW	364.75

PRAETORIAN DIGITAL	ON LINE TRAINING-PD	504.00
RICKARD SIGN AND DESIGN CORP	POLICE PARKING-PD	57.50
SAM'S CLUB #8162	SUPPLIES-POOL	221.33
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	405.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	390.00
SITE ONE LANDSCAPE SUPPLY	ROUNDUP-RUT	159.88
SPRAY-LAND USA	HOSE,CLAMPS,LOCK-RUT	214.60
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	20.00
STAPLES ADVANTAGE	SUPPLIES-RUT,P&A	185.68
STAPLES ADVANTAGE	INK PACK-POOL	110.97
STAPLES ADVANTAGE	PCKG TAPE,LTR POUCH-P&A	87.49
STAPLES ADVANTAGE	SUPPLIES-P&A	39.29
SUSAN SEE	WATER EXCERCISE-POOL	200.00
TODD GEHRKE	UNIFORMS-PD	20.00
TREASURER STATE OF IOWA	SALES TAX	4,259.00
TROY RAHE	DEPOSIT REFUND-WAT	54.56
UNITYPOINT CLINIC	DRUG TESTING-RUT	37.00
US BANK	SUPPLIES, EQUIP,MISC-ALL DEPTS	4,856.28
US CELLULAR	CELL PHONE-ALL DEPTS	322.92
VEENSTRA & KIMM INC	10TH/PAL INTERSECTION RES REVIEW	7,533.78
VEENSTRA & KIMM INC	ALLEY EVALUATION	4,591.70
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,787.70
VEENSTRA & KIMM INC	10TH/PAL INTERSECTION GENERAL	1,000.00
VESSCO INC	INJECTOR-WAT	298.34
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	22,821.52
WENDLING QUARRIES	CONCRETE SAND-RUT	115.27
WITMER PUBLIC SAFETY GROUP	MEMBERSHIP-FD	388.69
	TOTAL	480,694.55

Discussion and Consideration of Change Order #2, 10<sup>th</sup> and Palisades Intersection - Council Action as Needed. Staff completed exploratory work south of the intersection where a concrete street panel had started to sink. The panel was removed in order to verify that an underlying problem did not exist. Once staff was satisfied that there was not a larger issue present the panel pour was included with the other portions of the 10<sup>th</sup> Ave and Palisades intersection. The \$2,187.00 change order was necessary and approved by staff in order to keep the project progressing. Motion to approve Change Order #2 in the amount of \$2,187.00 made by Tuerler, seconded by Wieseler. Carried all. Absent: Rose.

Discussion and Consideration of Change Pay Application #2, 10<sup>th</sup> and Palisades Intersection – Council Action as Needed. V & K Engineering recommends payment of Pay Application #2 in the amount of \$126,507.18 for the 10<sup>th</sup> Avenue and Palisades Road Project. Motion to approve Pay Application #2 made by Tuerler, seconded by Wieseler. Carried all. Absent: Rose.

Discussion and Consideration of Engineering Services Agreement – 5<sup>th</sup> Ave and 1<sup>st</sup> Street West – Council Action as Needed. V & K Engineering is proposing a services agreement with a \$35,000.00 not to exceed estimate of cost. This is for the development and design of the pedestrian lights at the 5<sup>th</sup> Avenue and 1<sup>st</sup> Street West intersection. The City has received a \$59,000.00 grant for the project. Total cost is estimated at \$279,000.00. Motion to approve the engineers services agreement made by Tuerler, seconded by Roudabush. Carried all. Absent: Rose.

Discussion and Consideration of Engagement Letter for Municipal Advisory Services – Speer Financial - Council Action as Needed. Speer Financial is proposing a services agreement with a cost of \$5,200.00 plus 3/10 of 1% of municipal securities issued in excess of \$1,000,000.00. The proposal is to work with staff on

the potential recreation center borrowing. Christensen asked what the expected borrowings would be to which Nosbisch answered a public hearing would be set not to exceed \$5.5 million but the actual borrowing could be as low as \$3.5 million. Christensen questioned the 3/10 of 1% in excess of \$1 mil charge; how does their level of effort increase if the City borrows more money? Nosbisch explained that any amount over \$1 million has more notification requirements to the feds. Christensen again asked if the amount of effort they have to put into that work scales continuously with the amount of money the City has to borrow and felt like the City may be taken advantage of with a percentage of borrowing type of fee. Wieseler said that his recollection when on the school board was that they had the same policy; a base charge and a small percentage on top of that. Wieseler thought Christensen had a valid point. Nosbisch said that he would get more information for further discussions at a future meeting.

### **Discussion Items (No Action)**

**Wells and Septic System Usage.** Council was asked if they have any interest in making changes to the existing wells and septic system codes. The code which relates to septic states that those types of systems are not allowed except by special exception. New individual wells are not allowed in the City limits and any existing wells are to be phased out. Nosbisch explained that an individual has purchased some land, within the City limits but does not receive City services. They have submitted a request to allow for septic and well service for three properties. The City sewer code states that if there is not a sewer line within 200 feet then the council can look at allowing a septic system. Tuerler said he struggles with allowing septic with Hahn Creek going through the property. Roudabush said the ground is really high and flooding would not be a problem. Nosbisch said that the City does not have any well head protection so anyone who drills a well 50' outside of the City limits hits the same aquifer the City wells are tapped into. Nosbisch asked if council was interested in re-visiting the existing codes to which Council agreed to future discussions.

**Naming of Parks.** Park and Rec Director Matt Siders said that the Park and Rec Board has been (re)naming parks. Loren Hoffman did some research on the previous owners of the properties and came up with some suggested new names. South Park is located in the Twin Creeks Addition and so the new name Twin Creeks Park came to mind. The 2<sup>nd</sup> park is Lot 32. It was owned by the West family for a long time and so the appropriate name could be West Park. The third park is the park along the trail could be named Sauter Park after the family that donated the land.

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

**Council Reports.** Wieseler stated that the Iowa Association School Board is making one of their legislative priorities to not allow franchise fees unless they approve them.

**City Administrator's Report.** The MV Housing Commission held their first meeting on July 24, 2017. They will review the 2006-2007 affordable housing study. The interviews for the by-pass consultants will take place on August 9, 2017. Three firms will be interviewed. Staff will meet with V & K reps on August 11, 2017 to discuss the nutrient reduction strategies for the City as part of the permit renewal. The City will be transitioning to Mediacom cable and phone.

**Adjournment.** As there was no further business to attend to the meeting adjourned, the time being 7:23, p.m., August 7, 2017.

Respectfully submitted,  
Sue Ripke  
City Clerk

**Marsha Dewell**

---

**From:** Licensing@IowaABD.com  
**Sent:** Thursday, August 10, 2017 2:34 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

<b>License #</b>	<b>License Status</b>	<b>Business Name</b>
BC0030439	Submitted to Local Authority	Mt. Vernon PNP (1206 1st St. W Mount Vernon Iowa, 52314)

Please do not respond to this email. To check the status of your application follow these steps:

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

For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)

## Marsha Dewell

---

**From:** Licensing@IowaABD.com  
**Sent:** Tuesday, August 15, 2017 2:33 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

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

For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & F – 1**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Public Hearing – Vacate and Sell
<b>ACTION:</b>	Motion

**SYNOPSIS:** Matt is meeting with the resident that requested the original vacation to see if they would like to continue moving forward with their application. There is a sewer line in the alley and an easement will be necessary. This will prevent any future building to occur, however they could use the property for setback purposes. I hope to have an answer prior to the start of the Council meeting.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Possible Motion

**ATTACHMENTS:** None – See F-1

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE VACATING AND SELLING A PORTION OF A SIXTEEN FOOT ALLEY LOCATED ADJACENT TO 517 AND 519 2<sup>ND</sup> STREET NW AND 514 AND 518 3<sup>RD</sup> STREET NW, WITHIN THE CITY LIMITS OF MT. VERNON, LINN COUNTY, IOWA.

SECTION 1: That portion of public property illustrated in Exhibit "A", and legally described in Exhibit "B" attached hereto and made a part thereof, be hereby vacated.

SECTION 2: The City of Mt. Vernon hereby approves the sale of the property listed in Section 1 and described in Exhibit "B", to the neighboring property owners for \$.50 a square foot plus \$350 in administrative fees per deed, subject to conditions listed in Exhibit "C", attached hereto and made a part thereof.

SECTION 3: The City Attorney shall prepare deeds based on the legal descriptions in Exhibit "B" and the Mayor is hereby authorized to execute such deeds transferring the ownership of the property contingent upon the conditions listed in Exhibit "C".

SECTION 4: 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 thereof not adjudged invalid or unconstitutional.

SECTION 5: 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jamie Hampton – Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Linn County, Iowa

Linn County, Iowa Land Records

Date Printed: 6/16/2017 8:56:07 AM

# Exhibit A



Linn County, Iowa  
 This information is provided as a public service and is not intended to constitute a warranty or any other form of assurance. It is provided "as is" without any representation or warranty, expressed or implied, and the user assumes all responsibility for its use. Linn County, Iowa is not responsible for any errors or omissions in this information. For more information, please contact the Linn County Auditor's Office at 315 1st St. NW, Linn, IA 52241, or call 319-241-1111.



"Exhibit B, Property Description"

Beginning at the Northwest corner of Lot 1, Block 8 of Bowmans Second Addition to the Town of Mt. Vernon, thence easterly 132 feet to the northeast corner of Lot 2, Block 8 of Bowmans Second Addition to the Town of Mt. Vernon, thence northeasterly 16 feet to the southeast corner of Lot 8, Block 8 of Bowmans Second Addition to the Town of Mt. Vernon, thence northwesterly 66 feet along the lot line of Lot 8, Block 8 of Bowmans Addition to the Town of Mt. Vernon to a point, thence southwesterly 8 to a point in the center of the alley right of way, thence northwesterly 66 to a point, thence southwesterly 8 feet to the point of beginning.

"Exhibit C, Conditions"

1. Each property owner adjacent to the said alley described within this ordinance shall have the right of first refusal to purchase their portion. Those wishing not to purchase may sign a waiver indicating their desire to not purchase the property.
2. (Possible addition of easement for gas and/or electric)

**AGENDA ITEM # F – 2 & 3**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Ordinances – Chapters 166 and 136
<b>ACTION:</b>	Motion

**SYNOPSIS:** There have been no changes made from the second reading. Staff has not received any new verbal or written communication regarding the proposed changes.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None – See F-2 & 3

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

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

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

**ORDINANCE #7-17-2017A**

**AN ORDINANCE AMENDING CHAPTER 166 SUBDIVISION 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.** Chapter 166.03 Jurisdiction and Applicability, is hereby amended to include the following language: "c. Extra-Territorial Jurisdiction. Pursuant to Section 354.9 of the Code of Iowa, the City hereby establishes its authority to review and approve subdivisions located within two (2) miles of its corporate boundaries unless said review would be subject to the two (2) mile extra-territorial district of the City of Lisbon, Iowa."
- SECTION 2. AMENDMENT.** Chapter 166.05 Definitions, is hereby amended to include the following language: "80. Public Improvement Design Standards. Improvements, as defined in this chapter, shall be constructed according to the rules and regulations adopted by formal resolution of the Mt. Vernon City Council."
- SECTION 3. 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 4. 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 #7-17-2017A 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 #7-17-2017B**

**AN ORDINANCE AMENDING CHAPTER 136 SIDEWALK 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.** Chapter 136.02 Definitions, is hereby amended to include the following language:

“2. (A.) Vertical separations equal to one-half (1/2) ~~three-fourths (3/4)~~ inch or more.

2. (C) Holes or depressions equal to one-half (1/2) ~~three-fourths (3/4)~~ inch or more and at least four (4) inches in diameter.

2. (D) Spalling over fifty percent (50%) percent of a single square of the sidewalk with one or more depressions equal to one-half (1/2) inch or more. This shall also include panels that have deteriorating damage over a majority of the surface area causing the panel to improperly drain.

2. (E) Spalling over less than fifty (50%) percent of a single square of the sidewalk with one or more depressions equal to one-half (1/2) ~~three-fourths (3/4)~~ inch or more.

2. (H) A change from the design or construction grade equal to or greater than ~~three-fourths (3/4) inch per foot~~ one (1) inch for every four (4) feet.”

**SECTION 2. AMENDMENT.** Chapter 136.08 Sidewalk Standards, is hereby amended to include the following language:

“6. Length, Width and Depth. Length, width, and depth requirements are as follows:

A. ~~Where residential sidewalks currently exist~~, residential sidewalks shall be at least four (4) feet wide and four (4) inches thick, and each section shall be no more than four (4) feet in length. ~~Where there are no sidewalks present, or more than sixty (75%) percent of the existing panels need replacement, sidewalks shall be five (5) feet wide, four (4) inches thick and no more than five (5) feet in length.”~~

9. Slope. ~~All sidewalks shall have a cross slope of 1.5%.~~

11. Finish. All sidewalks shall be finished with a “broom” or ~~“wood float”~~ finish.

12. Ramps for Persons with Disabilities. Ramps required at the intersections shall be constructed to meet the Iowa DOT Design Manual for Accessible Sidewalk Design and inspected by City staff prior to construction.”

**SECTION 3. 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 4. 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 #7-17-2017B 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 21, 2017

**AGENDA ITEM:** Street Light

**ACTION:** Motion

**SYNOPSIS:** Staff is recommending that the street light move from the NW corner of the 10<sup>th</sup> and Palisades intersection to the SW corner. A new pole and LED light will service the intersection much better than the existing configuration.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Map and Resolution

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

**RESOLUTION NO. #8-21-2017**

**RESOLUTION APPROVING THE INSTALLATION OF STREET LIGHT AT PALISADES RD AND 10<sup>th</sup> AVE S ACCORDING TO THE TERMS SET FORTH IN THE EXISTING STREET LIGHT CONTRACT**

**BE IT RESOLVED** by the City Council of the City of Mt. Vernon, Iowa that Alliant Energy is hereby directed to make the following changes to the existing system, at the locations described herein (or shown on an attached maps made part of this Resolution) according to the terms expressed in the existing street light contract.

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM

PALISADES

Add Number	Delete Number	Wattage	Style of Luminaire	Type and Height of Pole	Wiring OH/UG
1		80w	LED	Dedicated Wood	

LOCATION OF NEW INSTALLATION OR CHANGES

1. See attached maps.

**APPROVED AND ADOPTED** this 21<sup>st</sup> day of August, 2017.

CITY OF MT. VERNON:

ATTEST:

\_\_\_\_\_  
Jamie Hampton, Mayor

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



**AGENDA ITEM # G – 2**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Preliminary Plat of Spring Meadow Heights
<b>ACTION:</b>	Motion

**SYNOPSIS:** The Planning and Zoning Commission voted 4-1 to recommend approval of the preliminary plat. One minor modification has been made to the plat as they have reduced the number of lots by three. Density was a large raised at the planning and zoning meeting as well as others. I have included the unofficial minutes from that meeting, along with the resolution, plat and phasing plan.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

**RESOLUTION NO. 8-21-2017B**

**RESOLUTION APPROVING THE PRELIMINARY PLAT OF THE SPRING MEADOW HEIGHTS ADDITION SUBDIVISION**

WHEREAS, the Mt. Vernon Planning and Zoning Commission voted to unanimously approve the preliminary plat of the Spring Meadow Heights Addition to the City of Mt. Vernon, Iowa, and,

WHEREAS, there has not been significant changes to the preliminary plat since the planning commission public hearing; and

WHEREAS, the Planning Commission recommended that a formal City Administrator's Letter of Report be submitted to the Mt. Vernon City Council as the only condition of approval,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Preliminary Plat of Spring Meadow Heights Subdivision as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

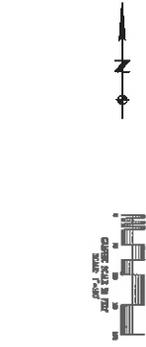
APPROVED and ADOPTED this 21<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

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





**GENERAL NOTES**

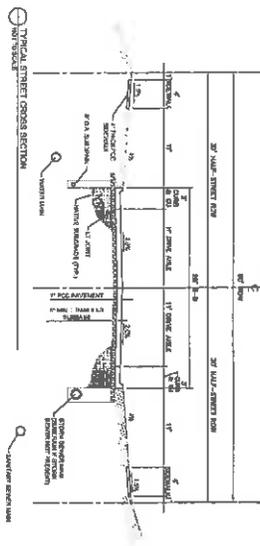
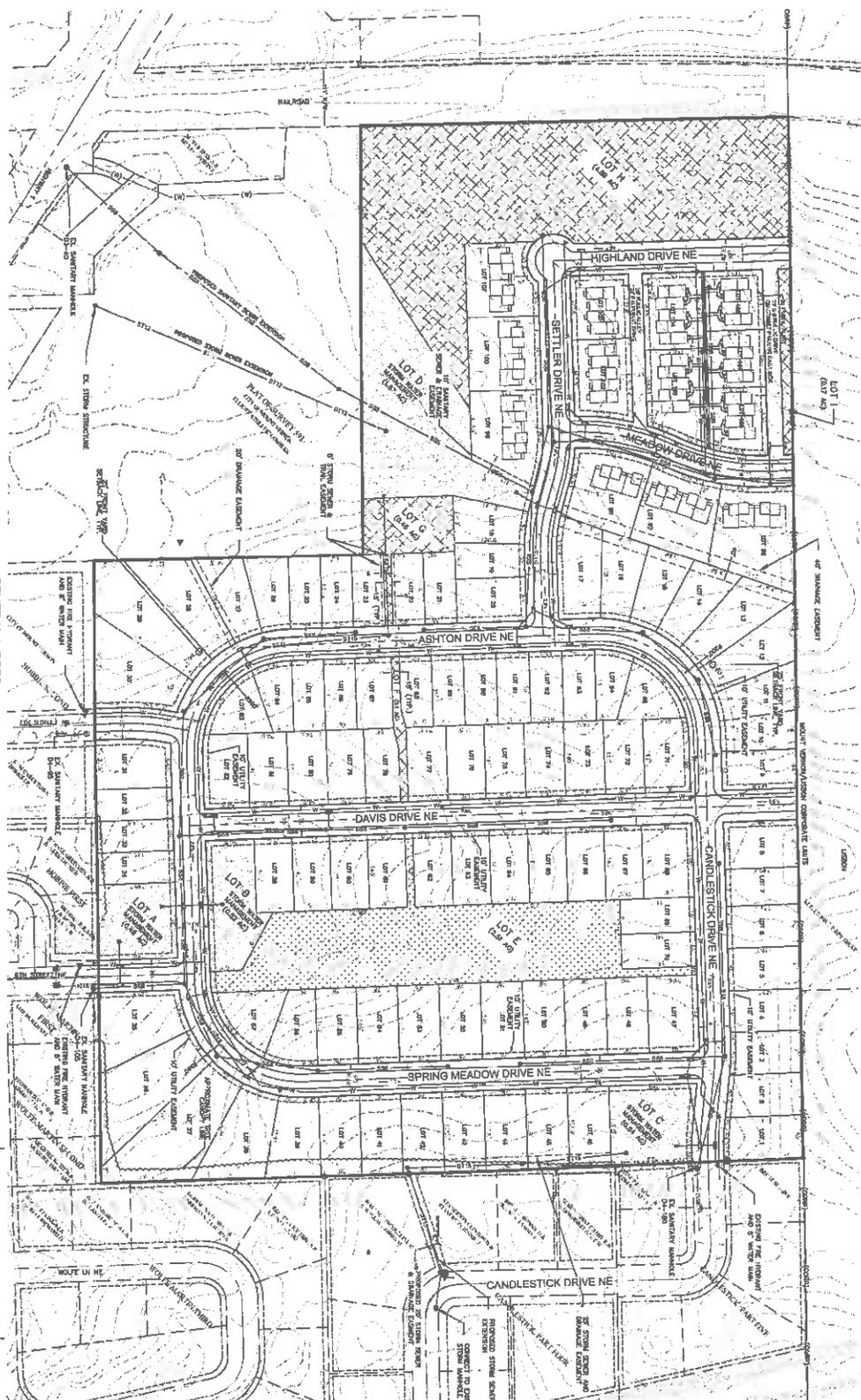
PUBLIC STREETS AND ALLEYS TO BE DEDICATED TO THE CITY OF MOUNT VERNON AS PUBLIC ROAD RIGHT OF WAY.

LOT A, B, C, D TO BE DEDICATED TO THE CITY OF MOUNT VERNON FOR STORM WATER MANAGEMENT AND OTHER PUBLIC USES.

LOT E TO BE DEDICATED TO THE CITY OF MOUNT VERNON AS PUBLIC PARK.

LOT F, G, H, I TO BE ACQUIRED BY THE CITY OF MOUNT VERNON FOR PUBLIC PARK AND/OR TRAIL USE.

THIS PLAN IS A CONCEPTUAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. ANY FINAL PLAN AND RELATED IMPROVEMENTS REQUIRED BY THIS DEVELOPMENT SHALL MEET REQUIREMENTS OF THE STATEWIDE URBAN DESIGN STANDARDS (SUDAS).



- 1. SYSTEM WATER MANAGEMENT C&M
- 2. PARK SPACE TO BE DEDICATED TO CITY C&M
- 3. PARK SPACE TO BE DEED TO CITY C&M





# Letter of Report

---

**To:** Planning Commission/City Council

**From:** Chris Nosbisch, City Administrator

**Date:** 8/18/2017

**Re:** Spring Meadow Heights Preliminary Plat

---

A planning conference on the proposed Spring Meadow Heights Subdivision occurred at City Hall on Tuesday, June 6, 2017. At the meeting, representatives from Skogman and Hall and Hall Engineering presented city staff with an initial layout of their proposed development. The development is to occur on approximately 50 acres of existing farm ground owned by Stonebraker Eastern Farms Inc.

During the conference, the following items were discussed:

- Three existing streets (6<sup>th</sup>, 7<sup>th</sup> and Candlestick) are to be extended as part of this subdivision. Staff concurs with the street layout and with the inclusion of street network connections to the City of Lisbon. No full cul-de-sacs have been proposed with the layout.
- The applicant has identified 2.5 acres of park space in the bottom third of the development. Staff requested that additional trail easements be provided between lots that will connect the new park to Elliot Park. Another 5+ acres have been set aside for possible purchase by the City as an extension of Elliot Park.
- Storm water related issues were a significant topic during the review. There are four storm water management areas proposed with the northern most detention area identified to handle significantly more water. There is a drainage channel that dissects the northern third of the property, and the City has had issues with flash flooding events in Elliot Park. The current plan is for the City to partner with the developer to upsize the northern most storm water management area. It is expected that this management area will be maintained by the City moving forward. A storm connection will be made from the proposed northern storm management area to an existing structure in Elliot Park.

- The lot sizes created are indicative of varying price points the developer is trying to achieve. Larger lots will be created to the south and stair step down in size until they reach the brownstone units. The proposal is for approximately 95-98 single family lots with another 50-70 brownstone/condo style units.
- Water will be looped through the development by extending existing water mains. The northern portion of the development will require water and sewer mains to be extended along the perimeter of existing fields in Elliot Park.
- A development agreement between the City and Skogman will be negotiated as a part of this development. The City will reimburse infrastructure related expenses through TIF rebates.

The conference ended with no significant objections to the proposed layout. Loren Hoffman from Hall and Hall will continue to work with Dave Schechinger from V&K on proposed infrastructure designs.

MINUTES  
MOUNT VERNON PLANNING AND ZONING COMMISSION  
AUGUST 9, 2017

The Mount Vernon Planning and Zoning Commission met August 9, 2017 at Mount Vernon City Hall Council Chambers with the following members present: Joan Burge Elliott, Matthew Nelson, Rich Hileman, Jenna Wischmeyer and Garret Reddish. Absent: Trude Elliott and Truman Jordan. Also in attendance, Zoning Administrator, Matt Siders, Chad Sands from ECICOG, Kyle Skogman with Midwest Development Company and Loren Hoffman with Hall and Hall Engineers. Meeting was called to order by Vice Chairperson Jenna Wischmeyer at 6:30 p.m.

1. Approval of Agenda and July 12, 2017 minutes. These documents stand approved unless otherwise indicated by Commission members. Siders stated that items three through five on the agenda would be removed as Conditional Use Permits would not be required. The public hearings were previously publicized but the City had discussions with the City Attorney about interpretations. After those discussions, it was determined that Conditional Use Permits were not required. It will follow the process of the building permit as well as Linn County review.
2. Open Forum: each citizen limited to 5 minutes per discussion item.
3. Public Hearing on request for Conditional Use Permit for solar panels at 760 Lisbon Road NE. Discussion and possible action. Deleted from agenda.
4. Public Hearing on request for Conditional Use Permit for solar panels at 213 1<sup>st</sup> Street NW. Discussion and possible action. Deleted from agenda.
5. Public Hearing on request for Conditional Use Permit for solar panels at 124 3<sup>rd</sup> Avenue NW. Discussion and possible action. Deleted from agenda.
6. Public Hearing on review of Spring Meadow Heights Addition. Discussion and possible action. Wischmeyer opened the public hearing and asked for input from the public. Kyle Skogman, President of Midwest Development Company (a subsidiary of Skogman Realty), addressed the commission and public. He provided copies of and went over the marketing plan and phase plan for the subdivision and the types of housing units that are being proposed. Copies of these forms can be picked up at City Hall. Because this is a large site, it would potentially be up to an eight year project before completion. Each phase would take 18 months to two years to complete. Five acres have also set aside for potential purchase by the City to expand their park land. Skogman also mentioned the value of the trees on the south side of the addition and stated that they would take care in preserving as many trees as possible. Loren Hoffman, representing Midwest Development Company with Hall and Hall Engineers as well as a resident of Mount Vernon, spoke about storm water management. He said there were three primary drainage ways that exit the site; one near Candlestick Drive,

one near 6<sup>th</sup> Street and one east of Elliott Park. They have been in contact with the City Engineer and discussed things that might be different in each of those areas with the basins.

Resident Mike Gates addressed the commission and stated that he lives downstream of this project. Just this past year he and his neighbors placed a tile in their yards for drainage. It surprises him that they want to run that water from the addition onto their properties that fast. Loren Hoffman said as the project progresses they would like to sit down with residents and address those concerns. Resident Julie Yeoman asked about trees located on their property on Wolfe Lane. She also asked when lots would be for sale and whether current property owners could purchase them and not build on them. Skogman said that there could potentially be lots for sale in the first phase about a year and half and it would be up to the person that purchases the properties whether they wish to build on them. Resident Jim Wallace lives in the Candlestick addition and his lot backs up against this development. His question is what kind of concern is going to be given to the process of running a storm sewer through the utility easement that is there. He has a 35 year old oak tree that is right on the edge of that easement and wondered if it was possible to limit damage to trees in that area. He also asked about how much grading was going to be done on the entire site. Skogman said they would gladly meet with him onsite to address his concern. Skogman also said their process for grading was that they would come in and scrape off the top soil and stockpile it. They will do the grading necessary so there is proper drainage for the new units as well as current structures around it and the top soil is eventually re-spread.

Resident John Rife, Candlestick Drive, asked about which streets would be done first or whether they would be done all at once. Skogman said that the streets would be completed in the phases of the project. Rife said he hoped that the project would enhance the neighborhoods around it and sees some positive things with the addition. Resident Susan Brust, Candlestick Drive, asked what the rest of the development would look like once Phase One has started. Skogman said that once the grading was complete they would re-seed all phases except the phase that was being worked on. It would be maintained and mowed on a regular basis. Resident Sara Rife-Patten said she was shocked by how many houses were on the plat and felt that it was too congested and would like to see it smaller and fit in better with the neighborhood around it. She is also concerned about safety and the amount of traffic that will go through Candlestick Drive. She would like to see some type of traffic study done. She said that any new development should not be a burden to the people that already live there. Resident Jay Willems lives in the Stonebrook Addition and said the need for new residential housing is critical for the community. One observation he has is to require the street lights to be a little higher and shed a little more light. He also asked if this was going to strictly be a Skogman development and only Skogman was allowed to build or will other area builders have an opportunity to do so. Skogman said they intend to sell some of the lots for other builders that are interested in building. Hunter Skogman then spoke and said the goal for this project was to bring as many people to the area as possible with many different price points and give everyone an opportunity to build. Deb Herrmann, Wolfe Lane, would like to try and retain the openness of the

area and keep properties “custom built”. She also asked if there would be minimum expectations of the types of homes being built or landscaping requirements. She wondered what accommodations would be made for safe travel of school kids. Excessive street lighting and tree damage is also a concern for her. Skogman said with respect to street lighting that is normally a City ordinance requirement. Skogman also said that they work hard on the quality of the homes and elevations and they work with architects to construct several different “semi custom” homes. He also said there are covenants with every plat that is done and is approved by the City when the final plat is complete. Mark Platte, 6<sup>th</sup> Street, said that it appears as though 6<sup>th</sup> Street would be the busiest street according to the plat. A major concern he has is the storm water retention. Another concern is the access coming into Phase One and asked if Candlestick could be opened up as well or have another access. Adam Pyatt, Turtle Dove Lane, suggested a northern access from the railroad area for construction equipment. He also suggested building a school in the area and wondered what the school districts plan was for this type of growth.

City Administrator, Chris Nosbisch, said that the storm water issue is a concern that would be discussed further with the developer and they will also try to alleviate as much traffic as possible. The park space will be more of a neighborhood park and the Elliott area would be more ball field areas added on. Nosbisch said that he has had discussions with the school district and they are aware of the proposed subdivision. There was a concern voiced about small children in the area and what safety measures would be taken during the construction process. Nosbisch said that police presence would increase and there will be increased discussions with the developer and engineers on how to control traffic. Nosbisch explained that Planning and Zoning would make a recommendation to Council to approve the preliminary plat and there is a developer’s agreement that would be approved as well. The final plat would then be approved by Planning and Zoning and Council. Once the final plat is approved the developer could begin work. There would be a final plat approval process for each phase of the project. A resident on Wolfe Lane voiced concern about the water runoff in that area. Nosbisch said he would be happy to meet with people in the area to discuss their concerns. Brett Kim, 6<sup>th</sup> Street, asked what percentage of the first phase would be completed before they would begin on the next phase of the project. Kyle Skogman said as a rule of thumb, the next phase would begin once 70% of the lots in the first phase were sold. Skogman also said that they have had numerous discussion with the City on the storm water issues and are willing to do more than required to address the concerns.

With no further public input, Wischmeyer closed the public hearing and asked for any discussion from commission members. Wischmeyer said from a procedural standpoint, there are checklists and different criteria of what needs to be in a preliminary plat. She pointed out that there was not a letter of support from the City Attorney but felt that this could be taken care of before the plat went to City Council. Siders said that all parties have been involved in the planning meetings. Wischmeyer said that there was a lot of good discussion tonight and some of the concerns that were voiced would be addressed in the next phase of the process.

The role of Planning and Zoning is to confirm that what is proposed is allowed in the zoning ordinance. Matt Nelson asked about the sizes of the houses and where they are located on the properties, as well as design standards. He feels this is something that should be taken into consideration. Siders said that as far as the sizes and location of the houses, as long as they are meeting the requirements for the subdivision regulations and the zoning ordinance, they would be approved. Nelson asked if the plats that are approved would be grandfather in if any changes are made to the zoning ordinance or design standards. Siders said any structures would need to adhere to whatever is in place for the current zoning ordinance and subdivision regulations. Nelson also asked about when paving for each phase would take place. Skogman said that the paving would only be done as each phase is complete. Nelson said in the current ordinance it states that the City should avoid or reduce unnecessary impervious surfaces. He is wondering if in Phase Four, it is necessary to build what appears to be a street going to the east towards Lisbon. Skogman said that a lot of communities would have a right-of-way put there and would grass it over but keep it there as an option in the future. He feels that as an owner of a property, this would seem like an unfinished dead end. Hileman felt that these are essentially a "street to nowhere" and would end up being a permanent dead end street. He asked how much this was talked about in the planning process and why are we designing this part of Mount Vernon on the assumption that someday Lisbon will have a subdivision that will hook up to this. Siders said there was some discussion about the possibility of Skogman developing further to the east. Loren Hoffman said that if this isn't put in the plat there is potential of issues with property owners to the east if that area was developed. Wischmeyer said that if commission members felt strongly about this issue, they could make a recommendation to Council when the plat is approved to not slow down the process. Nelson also went on to say that the streets and connectivity between neighborhoods in this development did not fit in with the rest of Mount Vernon and the houses being proposed did not fit in with what he felt was the character of the rest of Mount Vernon. Commission member, Garrett Reddish, asked if damages were done to existing streets during construction of the project how this would be handled. Hileman said this issue should be addressed in the developer's agreement that the City approves. Hileman asked Skogman about the "dead end" streets that have been discussed and whether these could be re-designed so that it was more contained in Mount Vernon. Skogman said that what cities have done is leave the right-of-way but don't put the street in so that it doesn't look like a dead end street.

With no further discussion from commission members, Hileman made a motion to approve the preliminary plat as presented with the understanding that the engineer and attorney report will be supplied to Council before they consider it. Motion seconded by Burge. Voting yes: Hileman, Reddish, Wischmeyer and Burge. Voting no: Nelson. Motion carries.

7. Discussion and possible action of proposed Zoning Ordinance changes. Sands provided information from Galena and Waverly and what they do with portable signs. Galena allows portable signs on premise, not off premise. Waverly does not allow portable signs at all. It was the opinion of Matt Siders and Sands that only

allowing on premise (where you are conducting business) portable signs would be easier to enforce. Siders also said that there is something in the current zoning ordinance that allows businesses to have up to 40 inches in front of their buildings. Due to time constraints, commission members will discuss this item in more detail at the next meeting in September. At the October meeting the zoning map will be discussed with a possible public hearing on the ordinance in November.

8. Zoning Administrator Report. Nothing to report.

9. Old Business.

10. New Business. Commission members welcomed new member Garret Reddish.

Meeting adjourned at 8:54 p.m.

Respectfully submitted,  
Marsha Dewell  
Deputy Clerk

**AGENDA ITEM # G – 3**

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

**DATE:** August 21, 2017

**AGENDA ITEM:** Park Naming

**ACTION:** Motion

**SYNOPSIS:** The parks and recreation board is making a recommendation to formally name city parks. Included with the resolution is a map that outlines existing city parks and the names that have either been established, or are being recommended to the Council.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Parks and Rec

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Resolution and Map

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

**RESOLUTION NO. 8-21-2017C**

**RESOLUTION APPROVING THE LOCATION AND NAMES OF SPECIFIED PARKS IN  
THE CITY OF MT. VERNON, IOWA**

WHEREAS, a number of public spaces have been dedicated to the City of Mt. Vernon for use as public park space; and

WHEREAS, the Mt. Vernon Parks and Recreation Board has identified a need to clarify the names and location of certain parks within the City of Mt. Vernon, Iowa, and,

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the names and locations as described and shown in Exhibit "A" attached hereto and made a part thereof by reference.

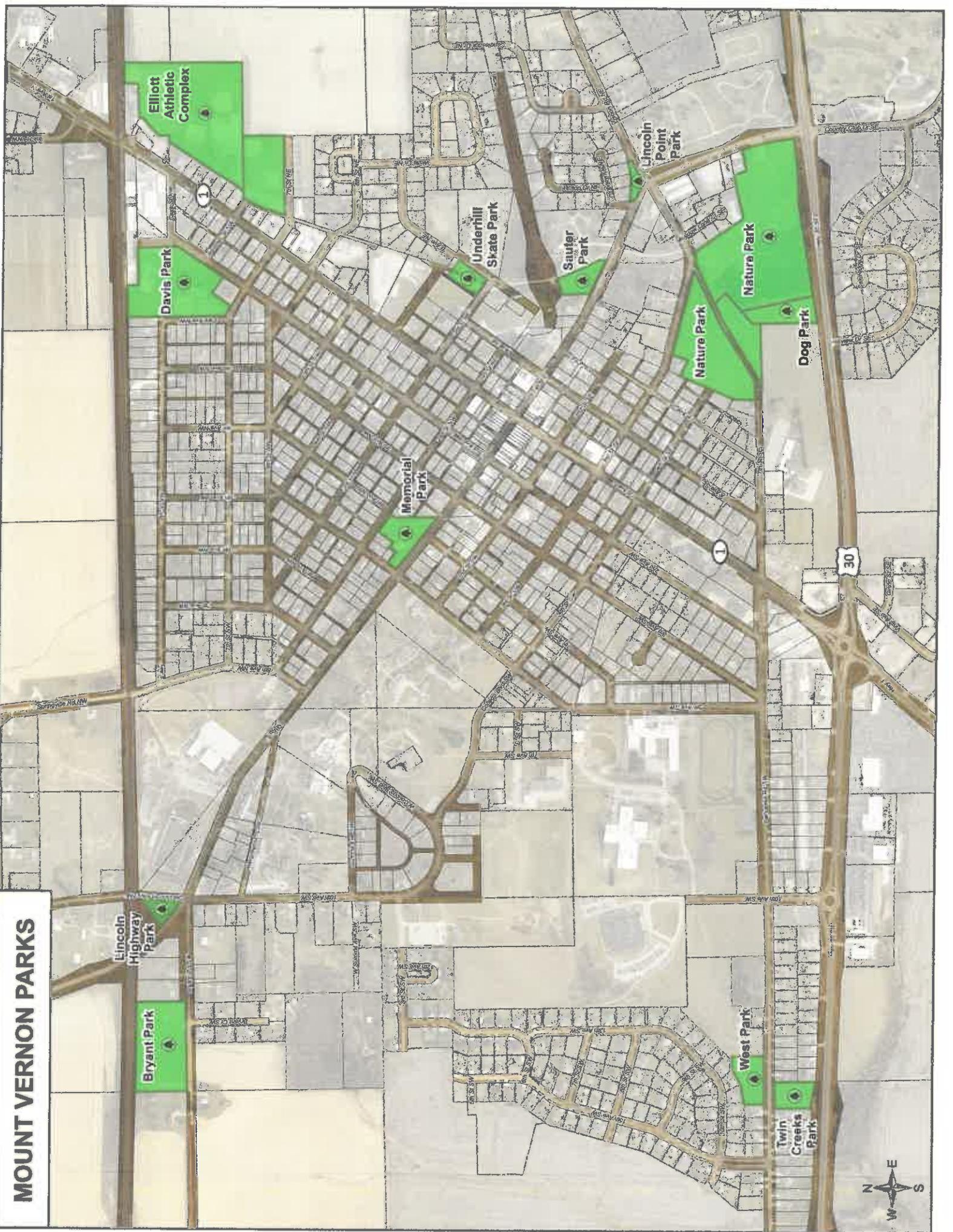
APPROVED and ADOPTED this 21<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

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

# MOUNT VERNON PARKS



## **H. Mayoral Proclamation**

## **12<sup>th</sup> Annual Five Seasons Stand Down Day Proclamation**

**WHEREAS**, Linn County Veteran Affairs, in partnership with the Cedar Rapids Metro Area Veterans Council, The Iowa City VA Medical Center, and the Linn County Continuum of Care will hold Linn County's 12<sup>th</sup> annual Stand Down for homeless and near-homeless veterans and non-veterans, and

**WHEREAS**, Stand Down is a term used in times of war in which exhausted combat units come off the battlefield to rest and recover in a place of safety, and

**WHEREAS**, According to the U.S. Department of Veteran Affairs, the first Stand Down was organized in 1988 by a group of Vietnam Veterans in San Diego, and

**WHEREAS**, Today, Stand Down also refers to a community-based program that assists homeless and near-homeless veterans transitioning to community living by providing access to human service agencies, including benefits counseling (Social Security and Veterans), employment and training assistance, mental health treatment and substance abuse counseling, and

**WHEREAS**, Stand Downs have been used as an effective tool in reaching out to homeless veterans, nationally reaching more than 200,000 veterans and their family members.

Now, therefore, I, Jamie Hampton, Mayor of the City of Mount Vernon, do hereby proclaim September 8, 2017, as the:

### **"12<sup>th</sup> ANNUAL FIVE SEASONS STAND DOWN DAY" IN THE CITY OF MOUNT VERNON, IOWA**

**And encourage residents to recognize the positive impacts of this event to assist Veterans, and to express gratitude to those who have served and continue to serve.**

In witness whereof, I have hereunto set my hand and caused to be affixed the seal of the City of Mount Vernon, Iowa, this 21<sup>st</sup> day of August 2017.

---

Jamie Hampton, Mayor

# **I. Old Business**

**AGENDA ITEM # I – 1**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Letter of Engagement
<b>ACTION:</b>	Motion

**SYNOPSIS:** Larry Burger from Speer Financial will be present at the meeting to answer the Council's questions regarding their proposal.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Letter of Engagement

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

KEVIN  
McCANNNA  
*Chairman*

DANIEL  
FORBES  
*President*

DAVID  
PHILLIPS  
*Executive VP*

RAPHALIATA  
McKENZIE  
*Senior VP*

MAGGIE  
BURGER  
*Senior VP*

ANTHONY  
MICELI  
*Senior VP*

LARRY  
BURGER  
*Vice President*

MARK  
JERETINA  
*Vice President*

July 13, 2017

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

Re: City of Mount Vernon, Linn County, Iowa  
Issuance of General Obligation Bonds (Local Option Sales Tax and Urban Renewal) for the  
construction/completion of a community center for the City.

Dear Chris:

Speer Financial, Inc. ("Speer") is pleased to provide this Engagement Letter to the City of Mount Vernon, Iowa (the "Client") for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the "Bonds"). The purpose of the issuance of the Bonds, briefly stated, is to provide for construction/completion of a Community Center (the "Project").

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the "Engagement") as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions. The Client and Speer have previously entered into a Contract entitled Financial Services Agreement and dated December 1, 2014 (the "Existing Contract"). The purpose of this engagement Letter is to supplement and not amend any of the terms of the Existing Contract.

**Services.** Speer agrees to provide to the Client the municipal advisory services (the "Services") set forth in the attached **Exhibit A**. Certain limitations to Speer's Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer's Engagement. These terms are detailed in the attached **Exhibit C**.

**Authorization.** It is Speer's understanding that the CITY ADMINISTRATOR/MAYOR/CITY CLERK of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

**Term and Termination.** Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least thirty (30) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

Compensation. Speer's compensation for Services on the Bonds is set forth below.

*Further explanation*  
↙

Speer's compensation for Services with respect to issuance of the Bonds is set forth in the Existing Contract. Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

<b>Financial Advisory Services:</b>	<b>\$5,200 plus 3/10 of 1% of the municipal securities issued in excess of \$1,000,000.</b>
<b>Financial Advisory Services:</b>	<b>\$5,900 plus 3/10 of 1% of the municipal securities issued for Revenue and/or Refunding Bonds in excess of \$1,000,000.</b>

This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

**Representations of Client.** The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

**Required Disclosures.** MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

**Risk Disclosure.** Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Iowa as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: Maggio Burger  
Its: Sr. Vice President

Telephone: 319-291-2077  
Email: [mburger@speerfinancial.com](mailto:mburger@speerfinancial.com)

EXHIBIT A

**SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR  
CITY OF MOUNT VERNON**

**Financial Planning Services**

1. *Orientation*: Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination*: Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation*: Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
4. *Public Relations*: Responding to inquiries from the general public or news media relating to municipal issuance related matters.
5. *Planning*: Developing a debt financing plan that includes all or some of the following:
  - a. Maturity Schedules - Alternative maturity schedules relating to the financing. These schedules may "wrap" around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
  - b. Market Receptivity - An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
  - c. Tax Law - Consultation with bond counsel as to the ramifications of Federal tax law on the financing plan.
  - d. Credit Rating and/or Insurance - A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit ratings.
  - e. Competitive and Negotiated Sale of Debt Securities - An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
  - f. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

**Competitive Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).

3. *Disclosure Document, Notice of Sale and Bid Form:*
  - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
  - b. Notice of Sale Publication - Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
  - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
  - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

### **Negotiated Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document and Proposals:*
  - a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
  - b. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.

5. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

#### **Private Placement Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Disclosure Document and Proposals:*
  - c. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
  - d. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
3. *Advise on Financing Terms* - Advise the client on the terms of the financing including the interest rate offered and the covenants required by the intended purchaser.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

*With respect to all private placement Services, Speer will always serve as municipal advisor to the Client and as such will not specifically identify investors/purchasers in a securities offering or negotiate specific terms with the investor/purchaser of the Client's securities. Speer will not negotiate terms to directly place an issuance of securities with an investor. Any investors contacted or solicited will be identified by the Client and contacted on behalf of the Client.*

**EXHIBIT B**

**LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES**

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

EXHIBIT C

**OTHER TERMS OF THE SPEER ENGAGEMENT**

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

**EXHIBIT D**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF CONFLICTS OF INTEREST**

**A. Various Forms of Compensation**

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

### **B. Other Material Conflicts of Interest**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Representation Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

## **2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

**Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**How to Access Form MA and Form MA-I Filings.** Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

**Most Recent Change in Legal or Disciplinary Event Disclosure.** Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

## **3. FUTURE DISCLOSURES**

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

EXHIBIT E

**FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN IOWA**

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Iowa. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

**Financial Characteristics**

***Maturity and Interest.*** Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

**Security**

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

***General Obligation Bonds.*** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Debt Certificates.** You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

**Industrial New Jobs Training Certificates.** "INJT Certificates" are authorized by the State of Iowa Code Section 260E and allow Community Colleges to enter into agreements with area employers to use INJT Certificate proceeds to fund training, program costs, tuition, student fees or special charges for those employers. Repayment of INJT Certificates may be paid from one or a combination of the following sources:

- i) Incremental property taxes to be received or derived from an employer's business property where new jobs are created as a result of the project.
- ii) New jobs credit from withholding to be received or derived from new employment resulting from the project.
- iii) Tuition, student fees or special charges fixed by the board of directors to defray program costs in whole or in part.
- iv) Guarantee of payments to be received under any of the above.

The Iowa Department of Economic Development in consultation with the Department of Education shall coordinate the new jobs training program. The Iowa Department of Economic Development shall adopt, amend and repeal rules under Iowa Code chapter 17A that the community college will use in developing projects with new and expanding industrial new jobs training proposals. The department is authorized to make any rule that is adopted, amended, or repealed effective immediately upon filing with the administrative rules coordinator or at a subsequent stated date prior to indexing the publication, or at a stated date less than thirty-five days after filing, indexing and publication.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds.

Revenue bonds may, however, be subject to a reverse referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

**Tax Increment Financing.** "TIF" provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, commercial/industrial or housing areas. LA Code Sections 15A, 403 and 404 further describe; use of public funds to aid economic development projects, urban renewal and urban revitalization areas. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the TIF project area. Incremental property tax revenues are derived from the increase in the current assessed/taxable of the real property within the TIF area over and above the certified initial base valuation for such project area.

Before entering into an obligation related to TIF, necessary steps must be completed, include the project in the urban renewal plan for the municipality/county. Public hearings are required to be held to adopt such plan amendments, only after the time of these hearings can the municipality/county enter into a TIF agreement

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "reverse referendum," rather than a direct, referendum. Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of the bonds, similar to Revenue Bonds described above.

### **Risk Considerations**

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

**Issuer Default Risk.** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds.

If the bonds are revenue bonds or INJT Certificates, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

**Redemption Risk.** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

**Refinancing Risk.** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

**Reinvestment Risk.** You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

**Tax Compliance Risk.** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, AUGUST 21, 2017

HORSFIELD CONSTRUCTION INC	10TH AVE/PALISADES PROJECT	126,507.18
PAYROLL	CLAIMS	69,324.15
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	5,516.96
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,653.02
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	2,770.72
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,340.44
STATE HYGIENIC LAB	TESTING-SEW	2,146.00
IOWA DEPT OF NATURAL RESOURCES	NPDES PERMIT FEE-SEW	1,275.00
HBK ENGINEERING LLC	TOPO,UTILITY,SURVEY-COMM CTR	1,168.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	1,093.69
WEX BANK	FUEL-PD,WAT,SEW	1,045.02
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	680.75
AMERICAN PLANNING ASSOC	MEMBERSHIP-P&A	579.00
GALLS INC	UNIFORMS-PD	487.90
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	451.39
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
DOORS INC	LOCKSETS,RE-KEY-P&REC	414.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	375.00
ALLIANT IES UTILITIES	ENERGY USAGE-FD	319.27
IOWA SOLUTIONS INC	VIRUS,DISK SPACE-P&REC,P&A	312.50
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	285.62
QUALIFICATION TARGETS	SUPPLIES-PD	267.88
KURT PISARIK	UNIFORMS-PW	265.48
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	240.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	224.05
LYNCH FORD	ALTERNATOR/2005 EXCURSION-FD	217.19
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	198.06
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	179.51
ECICOG	ZONING ORDINANCE UPDATE-P&A	154.00
ALLIANT IES UTILITIES	ENERGY USAGE-PD	128.31
US CELLULAR	CELL PHONE-PD	116.17
STANARD & ASSOCIATES	CONTRACT SERVICE-PD	105.00
KATEY FOREST	REFUND-POOL	89.45
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	81.10
CAIDEN HAUSER	UMPIRE-P&REC	75.00
JAY A ARNOLD	UMPIRE-P&REC	75.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	67.50
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	57.32
CENTURY LINK	PHONE CHGS-WAT	53.47
CENTURY LINK	PHONE CHGS-RUT	51.47
CENTURY LINK	PHONE CHGS-FD	51.10
RACOM CORPORATION	VEHCILE REPAIRS-PD	47.50
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	44.69
CENTURY LINK	PHONE CHGS-POOL	44.20
ERIC NELSON	REFUND-P&REC	38.00
CENTURY LINK	PHONE CHGS-PD	37.60
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	32.25
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	19.32
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	11.39
	TOTAL	224,254.29

**AGENDA ITEM # J - 2**

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

**DATE:** August 21, 2017

**AGENDA ITEM:** Change Order #3

**ACTION:** Motion

**SYNOPSIS:** Change order #3, in the amount of \$600, was necessary to replace an existing valve box on the SE corner of the intersection. This is the final change order for the project and brings the total contract amount to \$195,929.41 (still under the engineers original estimate).

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Change Order #3

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17



**VEENSTRA & KIMM, INC.**

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

August 7, 2017

CHANGE ORDER NO. 3

2017 INTERSECTION IMPROVEMENTS  
TENTH AVENUE SW AND PALISADES ROAD SW  
MUNT VERNON, IOWA

Change Order No. 3 is for the following modifications to the project:

- 1. Additional labor, equipment and materials to install 1 new valve box for the existing gate valve in the boulevard area at the SE quadrant of the intersection of Tenth avenue SW and Palisades Road SW. LS \$ 600.00

Total: \$ 600.00

Change Order No. 3 increases the contract amount by \$ 600.00

**HORSFIELD CONSTRUCTION, INC.**

**CITY OF MOUNT VERNON, IOWA**

By *Chris Fisher*

By \_\_\_\_\_

Title *Project Manager*

Title \_\_\_\_\_

Date *8/7/2017*

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By *[Signature]*

By \_\_\_\_\_

Title Project Engineer

Title \_\_\_\_\_

Date August 7, 2017

Date \_\_\_\_\_



**HORSFIELD COMPANIES**  
 505 East Main Street  
 P.O. Box 305  
 Epworth, Iowa 52045  
 Phone (563) 876-3335  
 Fax (563) 876-3487  
 www.horsfieldinc.com

### CHANGE ORDER PROPOSAL NO. 3

**TO:** Dan Boggs  
**DATE:** 8/4/2017  
**PROJECT:** 2017 Intersection Improvements  
**LOCATION:** Mount Vernon, Iowa

HCI is pleased to quote materials and labor to complete the following on the above mentioned project:

ITEM	DESCRIPTION	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
3001	Furnish and Installation of Valve Box	1.00	LS	\$ 600.00	\$ 600.00

**TOTAL** ..... \$ 600.00

This Proposal contains more than one page, including specific provisions listed on the "Additional Agreement Provisions" page. These provisions are considered part of this Proposal. Please read all pages before signing/initialing. Your signature implies that you fully understand all provisions, and therefore constitutes a binding contract.

Authorized Signature: \_\_\_\_\_ Chris Huss

Payment to be made within 30 days of date of invoice to avoid delinquency charges as outlined in the Additional Agreement Provisions. Proposal may be withdrawn if not accepted within 15 days.

**Acceptance of Proposal:** By signing below we certify that we have read and understand all parts of this Proposal document, including the Additional Agreement Provisions. We agree to comply with all parts of this document. You are authorized to do the work as specified.

Date of Acceptance \_\_\_\_\_ By \_\_\_\_\_

Initial Here After Reading \_\_\_\_\_

## ADDITIONAL AGREEMENT PROVISIONS

### NOTICE OF LIEN RIGHTS

CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO THE UNDERSIGNED CONTRACTOR ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

### ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

### PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly-paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

### INCLEMENT WEATHER

Inclement weather may alter the completion of the paving work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after November 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

### WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. Due to low temperatures and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out on this document. All warranties are void if payment is not made as stipulated.

### DELINQUENCY CHARGE

Payment is due and payable upon receipt of invoice. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees and a delinquency charge on the balance at the maximum rates allowed by law. PURCHASER understands and agrees that the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Iowa or a court of the United States located in the State of Iowa.

### INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership, or corporation.

### SNOW REMOVAL AND SALT

Incomplete snow removal from pavement areas can lead to cracking due to differential temperatures in the pavement. Therefore, CONTRACTOR urges PURCHASER to remove snow completely from paved surface as soon as possible after it accumulates. Also, salting of the pavement during the first two winters after construction may cause spalling of the surface. CONTRACTOR cannot be held responsible for performance problems due to these two circumstances.

### BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

### ENTIRE AGREEMENT

This written Proposal/Contract consisting of the Proposal itself and this provisions sheet contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.

**AGENDA ITEM # J - 3**

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

**DATE:** August 21, 2017

**AGENDA ITEM:** Pay Application #3

**ACTION:** Motion

**SYNOPSIS:** This will be the second to last pay application for the project as all that will remain is the retainage. This pay application is in the amount of \$2,203.48.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Pay Application #3

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17



# VEENSTRA & KIMM, INC.

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

August 4, 2017

**PAY ESTIMATE NO. 3**  
**2015 STREET IMPROVEMENTS**  
**MOUNT VERNON, IOWA**

Horsfield Construction, Inc  
 505 East Main Street  
 Epworth, IA 52045

Contract Amount \$189,043.75  
 Contract Date May 15, 2017  
 Pay Period 8/1/2017 - Project Completion

**BID ITEMS**

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Traffic Control	LS	xxxxx	xxxxx	\$ 1,830.00	100%	\$ 1,830.00
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 5,500.00	100%	\$ 5,500.00
1.3	Construction Survey	LS	xxxxx	xxxxx	\$ 3,500.00	100%	\$ 3,500.00
1.4	Erosion Control	LS	xxxxx	xxxxx	\$ 2,000.00	100%	\$ 2,000.00
1.5	Stabilizing Materials	Tons	960.00	\$ 22.00	\$ 21,120.00	950.80	\$ 20,917.60
1.6	Surface Removal	SY	1,293.00	\$ 6.00	\$ 7,758.00	1,313.20	\$ 7,879.20
1.7	Topsoil Borrow Material	CY	197.00	\$ 22.00	\$ 4,334.00	197.00	\$ 4,334.00
1.8	Manhole/Intake Removal	Ea.	2.00	\$ 500.00	\$ 1,000.00	2.00	\$ 1,000.00
1.9	Storm Swr Rmvl, (15"&18" ID)	LF	148.00	\$ 10.00	\$ 1,480.00	148.00	\$ 1,480.00
1.1	Granular Backfill	Tons	35.00	\$ 17.00	\$ 595.00	40.85	\$ 694.45
1.11	Unclassified Excavation	CY	800.00	\$ 12.50	\$ 10,000.00	800.00	\$ 10,000.00
1.12	Removal & Reinstall Signs	Ea.	7.00	\$ 120.00	\$ 840.00	4.00	\$ 480.00
1.13	Storm Swr Manhole, SW-401	Ea.	1.00	\$ 3,400.00	\$ 3,400.00	1.00	\$ 3,400.00
1.14	Intake SW-505	Ea.	2.00	\$ 2,750.00	\$ 5,500.00	2.00	\$ 5,500.00
1.15	Storm Swr Pipe, 15" RCP	LF	27.00	\$ 57.00	\$ 1,539.00	27.00	\$ 1,539.00
1.16	Storm Swr Pipe, 18" RCP	LF	142.00	\$ 50.00	\$ 7,100.00	142.00	\$ 7,100.00
1.17	Longitud. Subdrain, 6", Typ. 2	LF	170.00	\$ 13.25	\$ 2,252.50	170.00	\$ 2,252.50
1.18	Subdrain Cleanout, Type 1	Ea.	1.00	\$ 425.00	\$ 425.00	1.00	\$ 425.00
1.19	Connection to Existing System	Ea.	1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00
1.20	Modified Subbase	CY	265.00	\$ 35.00	\$ 9,275.00	265.00	\$ 9,275.00
1.21	8" PCC Pavement, Reinforced	SY	1,282.00	\$ 47.75	\$ 61,215.50	1,289.20	\$ 61,559.30
1.22	PCC Pav't under Brick Pavers	SY	97.00	\$ 64.00	\$ 6,208.00	97.00	\$ 6,208.00
1.23	6" PCC Sidewalk	SY	142.00	\$ 46.00	\$ 6,532.00	155.00	\$ 7,130.00
1.24	PCC Service Walk Steps	SY	4.00	\$ 196.00	\$ 784.00	5.00	\$ 980.00
1.25	Detectable Warning	SF	56.00	\$ 24.00	\$ 1,344.00	56.00	\$ 1,344.00
1.26	PCC Brick Pavers	SF	526.00	\$ 18.00	\$ 9,468.00	533.00	\$ 9,594.00
1.27	Geogrid	SY	1,600.00	\$ 2.25	\$ 3,600.00	1,600.00	\$ 3,600.00



**SUMMARY**

	Total Approved	Total Completed
Contract Price	\$ 189,043.75	\$ 189,942.41
Approved Change Order (list each)		
Change Order 1	\$ 3,200.00	\$ 3,200.00
Change Order 2	\$ 2,187.00	\$ 2,187.00
Change Order 3	\$ 600.00	\$ 600.00
		\$ -
		\$ -
Revised Contract Price	\$ 195,030.75	\$ 195,929.41

Stored	
Total Earned	\$ 195,929.41
Retainage (5%)	\$ 9,796.47
Total Earned	\$ 186,132.94

Total Previously Approved (list each)

Pay Estimate No. 1	\$57,422.28
Pay Estimate No. 2	\$126,507.18

Total Previously Approved	\$ 183,929.46
Amount Due This Request	\$ 2,203.48

Percent Complete 100%

The amount \$2,203.48 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:  
Horsfield Construction, Inc

Recommended By:  
Veenstra & Kimm, Inc.

Approved By:  
Mount Vernon, Iowa

Signature: 

Signature: 

Signature: \_\_\_\_\_

Name: Chris Kiss

Name: Daniel J. Boggs, P.E.

Name: \_\_\_\_\_

Title: Project Manager

Title: Project Engineer

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

Date: 8/7/2017

Date: August 4, 2017

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

**AGENDA ITEM # J – 4**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Citizen Request – Don Hormann
<b>ACTION:</b>	Motion

**SYNOPSIS:** Don Hormann has submitted a letter requesting the Council consider the vacation of street right of way on 7<sup>th</sup> St. NW. An addition to Mr. Hormann’s home sits over the property line and within city right of way. I have included a map of the property for your reference as well. I would like to note that the map is not survey grade, but I estimate 6-8 feet between the addition and the curb line of the street. I have stated to Mr. Hormann that I would advise the Council against such action as it would severely limit the possibility of future sidewalks. As it is rare for cities to vacate operational street right of way, I wanted to bring the request in front of Council to gauge your interest prior to the start of the formal vacation process.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Letter

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

## Council members

I Live at The corner of <sup>1<sup>th</sup></sup> Garce and 7<sup>th</sup> ST. and I am asking you to sell me 7' 8 1/2" of your right-a-way. The reason for this request is I recently put my house up for sale and got a Buyer for it. They put down their Earnest money. They then went to City Hall to get a permit to remodel the garage into a living quarters and they were denied a permit because the garage sits 7' 8 1/2" on your right-a-way. The garage is built onto the house. It was built in 1920 the house was built in 1900. Since the city refused the building permit they back out of the deal and I had to return their earnest money. I have had numerous people look at the house and show interest but when they found out they can't touch the garage it has to say as is. The city administrator told me and my realtor that he could order the garage taken down at any time.

When my realtor tell INTEREST buyers  
that they all back away saying that  
they don't want to buy a house that the  
city can have part of it torn down.  
your planner and zoning person agree with  
the administrator. My house has become  
unseizable so for this reason I am asking  
the city to sell me the 7' 8 1/2" so that  
the garage sits on legal ground to make  
my house seizable

- Don P. P. P.  
400 E. W. W.  
MT Vernon Ia



**AGENDA ITEM # J – 5**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Consultant Services
<b>ACTION:</b>	Motion

**SYNOPSIS:** The committee interviewed three firms for the by-pass sub-area plan on August 9, 2017. At this time, the committee would like to recommend moving forward with Confluence. If the Council concurs with the selection, staff will begin negotiating a formal contract.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** RFP Response

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

STATEMENT OF QUALIFICATIONS  
CITY OF MOUNT VERNON CORRIDOR PLAN  
MOUNT VERNON, IOWA

JUNE 12, 2017



CONFLUENCE  
**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

900 2ND STREET SE SUITE 104  
CEDAR RAPIDS, IA 52401  
319.409.5401  
[www.thinkconfluence.com](http://www.thinkconfluence.com)

June 12, 2017

Chris Nosbisch, City Administrator  
City of Mount Vernon  
213 First Street NW  
Mount Vernon, IA 52314

Re: City of Mount Vernon Corridor Plan – Statement of Qualifications

Dear Chris:

Since the town was born more than 150 years ago, Mount Vernon has developed a character over the generations and it's one you should be proud of. The city's leaders have kept watch over how the city develops and have grown a city with a thriving Uptown and an excellent quality of life. That doesn't happen by accident and I'm sure you know that. That's why we're glad to see the opportunity in front of us to help you plan for the next generation and beyond. You have a solid base to build from and a remarkable opportunity in front of you.

As the Highway 30 extension begins to take shape, Mount Vernon will need to look at things differently but no less carefully. This big a change probably first came around when the Union Pacific came to town and it's going to be a challenge to balance the opportunity for new development while preserving your central business district. That's where we can help.

You'll see our qualifications in the following pages and we hope you'll see that this is exactly what we do – we work with the whole community to develop a creative, thorough and actionable plan for the future. That's going to take a conscientious effort to reach out to residents all over town and to work hand-in-hand with the City Council, Planning and Zoning Commission, Housing Commission, Parks and Recreation staff, Steering Committee, city staff and other key community stakeholders. It's going to take all of us.

We understand the importance of a practical, community supported master plan to guide future development and we've built the team to help you get there. Our team is very familiar with Mount Vernon and the study area bringing a unique set of capabilities with proven expertise in public engagement, corridor planning, land use, and urban design. Our team includes:

- **Confluence:** Project Lead, Public Engagement, Visioning, Smart Growth and Sustainability, Land Use and Natural Resources, Zoning, Parks and Recreation, Housing, and Implementation.
- **Fehr Graham:** Transportation and Public Works and Services.

You'll see in the following pages the requested information on our team, our proposed approach and our proposed fees. Only by working with us, though, will you get to see what Mount Vernon could be. And as you review the following qualifications, please contact me with any questions about the specifics of our scope, fees and schedule. We hope that what we have proposed is simply the beginning of a conversation and would welcome the opportunity to discuss any of it to meet your needs, budget and timeline.

Respectfully,



Christopher Shires, AICP  
Principal + Project Manager

# TABLE OF CONTENTS

LETTER OF INTEREST

**SECTION ONE |** TEAM ORGANIZATION, FIRM PROFILES + RESUMES  
(RFQ ITEMS 1-3)

**SECTION TWO |** PROJECT EXPERIENCE + EXPERTISE  
(RFQ ITEMS 4-6)

**SECTION THREE |** SIMILAR PROJECTS + REFERENCES  
(RFQ ITEM 7)

**SECTION FOUR |** PROJECT UNDERSTANDING AND APPROACH  
(RFQ ITEM 8)

**SECTION FIVE |** SCOPE OF SERVICES + FEE PROPOSAL  
(RFQ ITEM 9)

**SECTION SIX |** PROJECT TIMELINE  
(RFQ ITEM 10)

## SECTION ONE | TEAM ORGANIZATION, FIRM PROFILES + RESUMES

We present a unique team of professionals with the planning sensibilities and technical expertise to create an exciting Corridor Plan for the City of Mount Vernon. Included in this proposal you will find our team organization, firm profiles and resumes. Project examples of our work with other communities and our references are also included.

### TEAM ORGANIZATION

Our local team is familiar with Mount Vernon and we have created Corridor Plans, Master Plans, Land Use Plans, Design Guidelines, and Overlay Zoning Districts for numerous communities throughout the Eastern Iowa and the greater Midwest.

**Confluence** is a planning, urban design, and landscape architecture firm with over 40 professional planners and landscape architects in five office locations. Confluence has provided design and planning services for numerous cities and counties in Iowa, Missouri, Kansas, Nebraska, South Dakota, and Minnesota, and will be the lead firm for the planning team covering public and stakeholder engagement, visioning, Smart Growth and sustainability, land use and natural resources, zoning and design guidelines, parks and recreation, housing, and implementation strategies.

**Chris Shires**, a certified planner and Principal in Confluence's Des Moines office, will be the project manager and primary point of contact for the project. He will be responsible for project oversight and all aspects of the planning process, the project deliverables, and attending key meetings. Chris is a certified planner and has over 22 years of city planning experience. Before joining Confluence, he was employed for more than 18 years in the public sector first as the Development Coordinator for the City of Burlington, Iowa, and later as a City Planner and then the Development Manager for the City of West Des Moines, Iowa. Chris will be supported by **Patrick Alvord**, a licensed architect and landscape architect and Managing Principal of our Cedar Rapids office. Patrick brings over 16 years of planning, architectural, landscape architectural experience to the team and will lead our concept development and visioning efforts. **Brenda Nelson** is an Associate Principal in our Cedar Rapids office and has over 33 years of experience as a landscape architect and project manager. In both roles, Brenda has facilitated numerous design charrettes and workshops for public and private clients. She is adept crafting effective stakeholder input sessions and interactive open houses. **Jane Reasoner**, a Planner in our Des Moines office, will provide analysis and GIS mapping support.

**Fehr Graham** is a multi-disciplinary engineering firm with ten offices located in Iowa, Illinois and Wisconsin. **Nate Kass** is the Branch Manager for Fehr Graham's Cedar Rapids branch, he is a licensed Professional Engineer and Professional Land Surveyor with over 14 years of experience on municipal civil engineering projects. Nate and his local team will be responsible for evaluating the existing public facilities and infrastructure including water, sanitary sewer and storm sewer with an eye on expansion to the south. **Vaughn Lewis** is a Professional Traffic Operations Engineer (PTOE) operating out of Fehr Graham's Rockford, Illinois office. Vaughn has practical design and field experience on a variety of transportation engineering projects including traffic impact studies, intersection design, signal design, roadway design, and associated construction projects. Vaughn will provide oversight and review of all transportation related efforts included in this project.

# TEAM ORGANIZATION, FIRM PROFILES + RESUMES



## TEAM ORGANIZATION, FIRM PROFILES + RESUMES

### LOCATIONS

#### Minneapolis

530 N Third Street, Suite 120  
Minneapolis, Minnesota 55401  
952.451.0144  
Terry Minarik, Principal  
tminarik@thinkconfluence.com

#### Des Moines

525 17th Street  
Des Moines, Iowa 50309  
515.288.4875  
Chris Della Vedova, Principal  
chris@thinkconfluence.com  
Chris Shires, Principal  
cshires@thinkconfluence.com  
Matt Carlile, Principal  
mcarfile@thinkconfluence.com

#### Kansas City

417 Delaware Street  
Kansas City, Missouri 64105  
816.531.7227  
Terry Berkuegler, Principal  
terryb@thinkconfluence.com  
Chris Cline, Principal  
ccline@thinkconfluence.com  
PJ Novick, Principal  
pjnovick@thinkconfluence.com

#### Cedar Rapids

900 2nd Street SE, Suite 104  
Cedar Rapids, Iowa 52401  
319.409.5401  
Patrick Alvord, Principal  
palvord@thinkconfluence.com

#### Sioux Falls

524 North Main Avenue, Suite 201  
Sioux Falls, South Dakota 57104  
605.339.1205  
Jon Jacobson, Principal  
jjacobson@thinkconfluence.com

[www.thinkconfluence.com](http://www.thinkconfluence.com)



### OUR MISSION

Evolve our client's vision into unique realization by exceeding expectations, bringing together people and ideas to create meaningful, memorable places.

### ABOUT CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects and planners. Our firm's work includes a wide range of public, educational, institutional, and private sector projects. Our process is focused on collaboration and interaction with our clients, consultants and the community in which we work. Confluence's staff of 46 includes 24 licensed landscape architects and AICP certified planners. Our landscape architects carry licenses in Kansas, Iowa, Missouri, Minnesota, Nebraska, North Dakota, South Dakota, Tennessee, Wisconsin, and Wyoming.

We bring the skills of landscape architecture, land planning and urban design to each project, giving us the tools to merge our client's needs with the environment. Our work is characterized by a philosophy of place-making; creating unique, human connections with every project, its location, and its surrounding environment.

### MOMENTUM, ENERGY AND DEPTH

These three words best describe the passion, creativity, experience, and people of Confluence. With over a decade of award winning experience and hundreds of completed projects, Confluence has helped shape the practice of landscape architecture, planning, and urban design across the Midwest. We believe the values that we share define who we are and serve as the basis for our success. The same core principles set forth with our founding in 1998 continue to guide our growth—exceed expectations, better our communities, deliver exceptional service, and collaboratively design built environments with a sense of place.

### DESIGN IS CONFLUENCE

While program elements or locations may differ, our ability to listen, create, and uniquely respond to our client's needs remains consistent. We have unwavering focus on providing customized solutions that transport our clients' vision to life. Our expertise is evident by our built portfolio of completed projects. Corridor Plans. Land Use Plans. Mixed Used Development. Town Centers. Corporate Campuses. Cultural and Educational Environments. Park and Athletic Facilities.

### OUR APPROACH

As site master planning leaders, we collaborate across disciplines, keeping our client's goals, budget and schedule at the forefront. We strive to Relate (we listen and hear you), Translate (we see what you're saying), Navigate (we simplify your journey) and Exceed (we amplify your outcome). Great design is a managed process requiring the collaborative efforts of multiple people and skill sets — not an intuitive, happy accident. We expand the idea into a sustainable reality, the confluence of a client's needs and the value that we add.

*Confluence is a place where energy, momentum and depth converge — where your ideas become reality. The location where spaces become places and places become destinations.*



## TEAM ORGANIZATION, FIRM PROFILES + RESUMES

### LOCATION

**Cedar Rapids, Iowa**

200 5th Ave SE  
Cedar Rapids, IA 52401

[www.fehr-graham.com](http://www.fehr-graham.com)

### FEHR GRAHAM

Fehr Graham was founded on the principles of engineering excellence in 1973 by Allen E. Fehr, P.E., and Joseph G. Graham, P.E., through the merger of their practices. Today, we are a firm with over 140 diverse professionals, owned and managed by six dedicated partners:

- R. Todd Weegens, P.E.
- Michael W. Gronewold, P.E.
- Ken R. Thompson
- Adam G. Holder, P.E.
- Joel P. Zirkle, P.G.
- Noah Carmichael, P.E.

We have 10 regional offices in Iowa, Wisconsin and Illinois:

**Rockford, Illinois**

**Freeport, Illinois**

**Rockfall, Illinois**

**Champaign, Illinois**

**Springfield, Illinois**

**Monroe, Wisconsin**

**Plymouth, Wisconsin**

**West Union, Iowa**

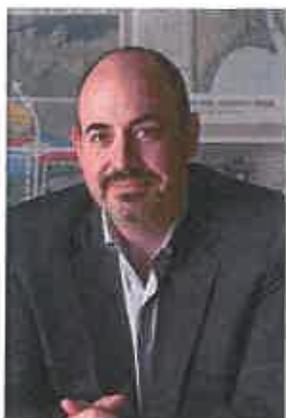
**Manchester, Iowa**

**Cedar Rapids, Iowa**

Our team consists of a wide range of experts including Professional Engineers, Professional Geologists, Environmental Scientists, Engineers-in-Training, Professional Land Surveyors, Community Development Specialists, Engineering and Environmental Technicians, Field Inspectors, and support technicians and assistants. Our staff has hands on experience and applicable registrations and licenses in their areas of discipline. Our services include:

- Site Design, Planning, Development
- Community Development Planning
- Brownfields Redevelopment
- Surveying, Geographic Information Systems
- Transportation
- Wastewater Collection, Treatment
- CAD Services
- Environmental Compliance Consulting
- Grant Writing & Administration
- Hydrology Studies, Hydraulic Modeling
- Information Technology
- Potable Water Systems
- Property Assessment, Remediation

## PROJECT TEAM AND QUALIFICATIONS / CONFLUENCE



### **CHRISTOPHER SHIRES, AICP | PRINCIPAL + PROJECT MANAGER**

During his more than 18 years as a city planner and a development manager, Chris has witnessed billions of dollars in new development and building construction and has reviewed and processed hundreds of development applications including retail, mixed-use, office, and multi-family site plans and plats. He is skilled in preparing comprehensive plans, corridor and redevelopment plans as well as drafting zoning and subdivision regulations, city codes and policies, and design guidelines.

Prior to joining Confluence, he was in charge of managing the development review process for the City of West Des Moines, Iowa; an award winning, fast growing community in the Des Moines Metropolitan area. In this role he was responsible for providing recommendations to the Planning Commission and City Council and establishing new codes and policies for development requirements and standards.

His experience in the public sector has allowed him the opportunity to see first-hand what works, and he feels strongly that attention to detail is very important in everything you do. Chris recognizes the importance of carefully listening so that the unique issues and needs found in every situation and location can be fully understood and addressed.

#### **PROFESSIONAL EXPERIENCE**

21 Years Experience  
3 Years with Confluence

#### **EDUCATION**

Iowa State University  
Bachelor of Science,  
Community and  
Regional Planning /  
Spring 1995

#### **PROFESSIONAL REGISTRATIONS**

- American Institute of Certified Planners: #108058

#### **PROFESSIONAL + CIVIC AFFILIATIONS**

American Institute of Certified Planners (AICP) / July 2001 to present

American Planning Association (APA) / January 1994 to present

American Planning Association (APA) Iowa Chapter

- Conference Planning Committee / March 2009 to present
- Board Member / March 2014 to present

Urban Land Institute (ULI) / October 2013 - present

- Urban Land Institute (ULI) Iowa Board Member / January 2014 to present

City of West Des Moines Leadership Development Program

- Tier I / June 2006
- Tier II / November 2006
- Tier III / May 2013

#### **CURRENT + NOTABLE EXPERIENCE**

Comprehensive Plan Update / Warrensburg, Missouri

Ankeny Plan 2040 Comprehensive Plan / Ankeny, Iowa

Merle Hay Road Redevelopment Plan / Johnston, Iowa

Johnson County Comprehensive Plan / Johnston County, Iowa

Mount Vernon Road Corridor Action Plan / Cedar Rapids, Iowa

Sub Area 1 Master Plan / Norwalk, Iowa

Kettlestone (Grand Prairie Pkwy Corridor) Master Plan + Design Guidelines / Waukee, Iowa

West Land Use Area Master Plan, Design Guidelines, and Zoning Overlay / Coralville, Iowa

Zoning Code Update / Norwalk, Iowa

Comprehensive Plan Update / Lansing, Kansas

Comprehensive Plan Update / Grain Valley, Missouri

Cedar Rapids Greenway Parks / Cedar Rapids, Iowa

Davis Estates Land Use Master Plan / West Des Moines, Iowa

Midwest Technology Business Park Master Plan and PUD / West Des Moines, Iowa

Visioning and Funding Prioritization Workshop / Carlisle, Iowa

North Shore Master Plan and PUD / Norwalk, Iowa

Woodland Hills PUD Amendment / West Des Moines, Iowa

New Waukee High School Master Plan / Waukee, Iowa

Comprehensive Plan Update / Mission, Kansas

Story County Comprehensive Plan (C2C) / Story County, Iowa

Land Use Plan Update / Adel, Iowa

On-Call Planning Services / Prairie Village, Kansas

## PROJECT TEAM AND QUALIFICATIONS / CONFLUENCE



### **PATRICK R. ALVORD, PLA, RA, LEED AP | PRINCIPAL**

With licenses to practice in both architecture and landscape architecture, Patrick brings a unique skill set to any project in which he is involved. He is quick to point out that landscape architecture is his first passion, and it shows in his work. He believes exemplary service and thoughtful design are at the core of every successful project and works tirelessly to provide both. Patrick worked in several Confluence office locations prior to being named Principal of our Cedar Rapids office. As a result, he truly understands the principles on which the company is built and shares in our collaborative approach.

### **PROFESSIONAL + CIVIC AFFILIATIONS**

American Society of Landscape Architects, Member / 2008 to present

American Institute of Architects, Member / 2001 to present

Central Iowa Architects

- Member / 2001 to 2009
- Vice President / January 2008 to 2009
- Secretary / January 2007 to January 2008
- Treasurer / January 2006 to January 2007

Greater Des Moines Leadership Institute

- Class of 2008 - 2009

### **PROFESSIONAL EXPERIENCE**

15 Years Experience  
5 Years with Confluence

### **EDUCATION**

Iowa State University  
Master of Architecture /  
Spring 2001

Iowa State University  
Bachelor of Landscape  
Architecture / Spring 1996

### **PROFESSIONAL REGISTRATIONS**

Licensed Professional  
Landscape Architect  
• Iowa / #00577

Licensed Professional  
Architect  
• Iowa / #06110

### **LEED AP**

- #1610339105130536

### **CURRENT + NOTABLE PROJECT EXPERIENCE**

University of Iowa Community Credit Union (UICCU) A Avenue / Cedar Rapids, Iowa

CRSF International World Headquarters Streetscape Design / Cedar Rapids, Iowa

University Avenue Corridor / Cedar Falls and Waterloo, Iowa

Medical District 10th Street Streetscape Design / Cedar Rapids, Iowa

East Village Market District Urban Design Study / Des Moines, Iowa

Marion Design Guidelines / Marion, Iowa

Coal Valley Market Study / Coal Valley, Illinois

West Land Use Area Master Plan, Design Guidelines and Zoning Overlay / Coralville, Iowa

Kettestone (Grand Prairie Parkway Corridor) Master Plan and Design Guidelines / Waukee, Iowa

Coralville Youth Sports Complex Trail and Parkland Enhancements / Coralville, Iowa

Marion Parks System Master Plan / Marion, Iowa

Cedar Rapids Amphitheater Flood Walls / Cedar Rapids, Iowa

Riverfront Greenway Park Master Plan / Cedar Rapids, Iowa

Lower City Park Master Plan / Iowa City, Iowa

Cedar Lake Park Master Plan / Cedar Rapids, Iowa

St. Patrick Society Irish Memorial / Davenport, Iowa

One University Place / University Heights, Iowa

West Glen Town Center / West Des Moines, Iowa

The Shoppes of River Bend / Des Moines, Iowa\*

Commerce Park / Waukee, Iowa\*

East Village Market District Urban Design Study / Des Moines, Iowa

East Grand La Plaza District / Des Moines, Iowa\*

\* work performed while employed by another firm

## PROJECT TEAM AND QUALIFICATIONS / CONFLUENCE



### **BRENDA NELSON, ASLA, PLA | LANDSCAPE ARCHITECT + ASSOCIATE PRINCIPAL**

Brenda brings decades of collaborative experience to each project. Her diverse background which includes seven years with a national architecture/engineering firm, nine years in a small engineering firm plus eleven years operating her own landscape architecture practice has given her a broad range of experience that includes large institutional, corporate and health care projects, commercial and residential subdivision planning, public streetscapes as well as park master planning.

She believes that creativity, collaboration and responding to the client's needs produce superior results. Whether it is working with a client, engineer, architect or the public, she works diligently to extract the best from all team members and to help facilitate a seamless project.

### **PROFESSIONAL + CIVIC AFFILIATIONS**

American Society of Landscape Architects, Iowa Chapter

Iowa Landscape Architectural Examining Board / 2016 to present

ACE Mentor / 2014 to present

Iowa Women in Architecture (IaWa)

### **CURRENT + NOTABLE PROJECT EXPERIENCE**

Mercy Hospital Streetscape / Iowa City, Iowa\*

Northside Marketplace Streetscape Master Plan / Iowa City, Iowa

Berry Street Pedestrian Plaza / Fort Wayne, Indiana\*

Medical District 10th Street Streetscape Design / Cedar Rapids, Iowa

Marion Design Guidelines / Marion, Iowa

West Land Use Area Master Plan, Design Guidelines and Zoning Overlay / Coralville, Iowa

Clubhouse Condominiums Land Planning / Iowa City, Iowa\*

Lower City Park Master Plan / Iowa City, Iowa

Marion Parks System Master Plan / Marion, Iowa

Coralville Youth Sports Complex Trail and Parkland Enhancements / Coralville, Iowa

Iowa Gold Star Military Museum Outdoor Memorial at Camp Dodge / Johnston, Iowa

Time Check Park Master Plan / Cedar Rapids, Iowa

Czech Village Park Master Plan / Cedar Rapids, Iowa

Riverfront Greenway Park Master Plan / Cedar Rapids, Iowa

Cedar Rapids Amphitheater Flood Walls / Cedar Rapids, Iowa

Roosevelt Park Master Plan / Dubuque, Iowa

Northern Cedar Falls Area-Wide Parkland Study / Cedar Falls, Iowa

Johnson County Armory Demolition & Site Improvements / Johnson County, Iowa

One University Place / University Heights, Iowa

Liberty Medical and Commerce Commercial Land Planning / North Liberty, Iowa\*

### **PROFESSIONAL EXPERIENCE**

35 Years Experience  
8 Years with Confluence

### **EDUCATION**

Iowa State University  
Bachelor of Landscape  
Architecture / Spring 1982

### **PROFESSIONAL REGISTRATIONS**

Licensed Professional  
Landscape Architect  
• Iowa / #253

*\* work performed while employed by another firm*

## PROJECT TEAM AND QUALIFICATIONS / CONFLUENCE



### JANE REASONER | PLANNER |

Jane joined Confluence in November 2016 upon returning to the Midwest after spending several years working and studying in Georgia. In May 2016, Jane graduated with her Master of City and Regional Planning from the Georgia Institute of Technology where she specialized in Land Use. At Georgia Tech, she gained hands-on experience in a variety of planning related skills and technologies. During graduate school, Jane worked at the Atlanta Regional Commission where she worked on technical reports addressing planning issues for Atlanta metro communities. During her undergraduate degree, Jane studied political science and earth science and gained an interest in the environment and sustainability. She became a LEED Green Associate in the summer of 2016. Since joining Confluence, Jane has worked on several comprehensive planning projects providing calculations for population projections, park and recreation level of service analyses, and a variety of environmental analyses.

### PROFESSIONAL + CIVIC AFFILIATIONS

American Planning Association

### CURRENT + NOTABLE PROJECT EXPERIENCE

Ankeny Comprehensive Plan / Ankeny, Iowa  
Tea Comprehensive Plan Update / Tea, South Dakota  
Johnson County Comprehensive Plan, / Johnson County, Iowa  
Merte Hay Road Redevelopment Plan, / Johnston, Iowa  
Warrensburg Comprehensive Plan / Warrensburg, Missouri  
Afti Vernon Road Corridor Action Plan / Cedar Rapids, Iowa  
Pleasant Hill Zoning Code Update / Pleasant Hill, Iowa  
UNI Micro Master Plan / Cedar Falls, Iowa  
Burlington Area-Wide Planning / Burlington, Iowa

### PROFESSIONAL EXPERIENCE

2 Years Experience  
1 Year with Confluence

### EDUCATION

University of South Dakota  
Bachelor of Arts / 2012

Georgia Institute of Technology  
Master of City and Regional Planning / 2016

### PROFESSIONAL REGISTRATIONS

American Planning Association  
LEED Green Associate

## PROJECT TEAM AND QUALIFICATIONS / CONFLUENCE

### **NATHAN P. KASS, PE, PLS | BRANCH MANAGER**



Nathan is the Branch Manager of our Cedar Rapids location and oversees all staff and projects in progress. He is involved with all phases of a project from preliminary concepts and opinion of costs through fieldwork, design, specifications, construction, and general project coordination. Nathan has experience in both design and construction of several types of civil engineering projects including street, storm sewer, drainage improvements, water main and sanitary sewer line extensions, sanitary sewer lift stations, water treatment systems, development site plans, and subdivision layout and design.

He is well versed in the use of current technology in both office design and field work. Nathan serves as City Engineer for the City of Vinton and the City of Ryan. He has a broad range of civil engineering project experience from planning and reports to design and construction. His PLS provides knowledge of surveying for subdivisions and easements.

### **PROFESSIONAL + CIVIC AFFILIATIONS**

American Society of Civil Engineers (ASCE)  
American Water Works Association (AWWA)  
Society of Land Surveyors of Iowa (SLSI)

### **CURRENT + NOTABLE PROJECT EXPERIENCE**

Mount Vernon Rd SE Improvements / Cedar Rapids, Iowa  
SW ADA Ramp Improvements / Cedar Rapids, Iowa  
Forest Drive SE Rehabilitation / Cedar Rapids, Iowa  
29th Street Drive SE Improvements / Cedar Rapids, Iowa  
FC United Soccer Facility – Primus Construction / Cedar Rapids, Iowa  
3rd Avenue SW Rehabilitation / Cedar Rapids, Iowa  
Parking Lot and Building Expansion – Quala / Cedar Rapids, Iowa  
Meadowview of Marion – The Views Properties / Marion, Iowa  
Manchester Comprehensive Plan / Manchester, Iowa  
West Marion Street Extension / Manchester, Iowa  
West Delaware Football Concession Stand / Manchester, Iowa  
Tributary A, Flood Plain Review / Manchester, Iowa  
Industrial Park Storm Water Management Plan / Cascade, Iowa  
Industrial Park Street Improvements / Cascade, Iowa  
Highway 13 Improvements / Manchester, Iowa  
Wells 4 & 5 Improvements / Manchester, Iowa  
Schulte Lift Station Improvements / Manchester, Iowa  
Regional Medical Center North Parking Lot Expansion / Manchester, Iowa  
Street Reconstruction - West 10th Street, West 15th Street, A Avenue, and 13th Street / Vinton, Iowa  
East 3rd Street Reconstruction / City of Vinton, Iowa  
Cubby Park / West Branch, Iowa

### **PROFESSIONAL EXPERIENCE**

14 Years Experience  
4 Years with Fehr, Graham

### **EDUCATION**

Iowa State University  
BS - Civil Engineering /  
2003

### **PROFESSIONAL REGISTRATIONS**

Professional Engineer  
Iowa #18659, 2008

Professional Land  
Surveyor  
Iowa #18659, 2016

## PROJECT TEAM AND QUALIFICATIONS / CONFLUENCE



### **VAUGHN R. LEWIS, PE, PTOE | PROJECT ENGINEER**

Vaughn Lewis has developed a diverse transportation engineering background with experience in traffic impact studies, intersection design studies, signal design, roadway design, storm water management, sanitary sewer and water main. He has a combination of practical field experience and design experience on various projects. His field experience includes construction observation and erosion control inspection. As a Project Engineer, Vaughn has been responsible for client coordination, scheduling, cost control, and QA/QC. He has participated in several high profile transportation projects that have included design and permitting for both municipal and private clients on local roads, as well as State Routes and subdivisions.

### **PROFESSIONAL + CIVIC AFFILIATIONS**

Illinois Society of Professional Engineers  
National Society of Professional Engineers  
Institute of Transportation Engineers

### **CURRENT + NOTABLE PROJECT EXPERIENCE**

Baxter Road IDS & Roadway Design / Winnebago County Highway Department, Illinois  
Mercy Way and Lyford Road Design Engineering Services / Rockford, Illinois  
Oak Grove Avenue and Doner Drive Design Engineering / South Beloit, Illinois  
Streetscape Signal Replacement / Rockford, Illinois  
Dalkin Drive Roadway Extension / Village of Roscoe, Illinois  
Cadbury Factory Warehouse Addition Traffic Impact Study - Kraft Foods / Loves Park, Illinois  
Madison Street Conceptual Roadway Planning / Rockford, Illinois  
Perry Creek Parkway (Spring Creek Road) / Rockford, Illinois  
Velocity Drive Roadway Realignment & Reconstruction / Machesney Park, Illinois  
Janis Major Conceptual Roadway Design / Rockford, Illinois  
Spring Creek Lakes Conceptual Roadway Design / Rockford, Illinois  
Ralston Road & Blue Bonnet Drive / Winnebago County, Illinois

### **PROFESSIONAL EXPERIENCE**

12 Years Experience  
3 Years with Fehr Graham

### **EDUCATION**

B.S.C.E., Transportation / Structural Engineering - University of Illinois, 2004

B.S., Biology - Northern Illinois University, 1998

### **PROFESSIONAL REGISTRATIONS**

Professional Engineer  
Illinois #062-061904  
Wisconsin #40489-6  
Iowa #23978

## SECTION TWO | PROJECT EXPERIENCE AND EXPERTISE

### CORRIDOR PLANNING SERVICES

Our team brings proven experience in all the services necessary to complete the desired corridor plan including:

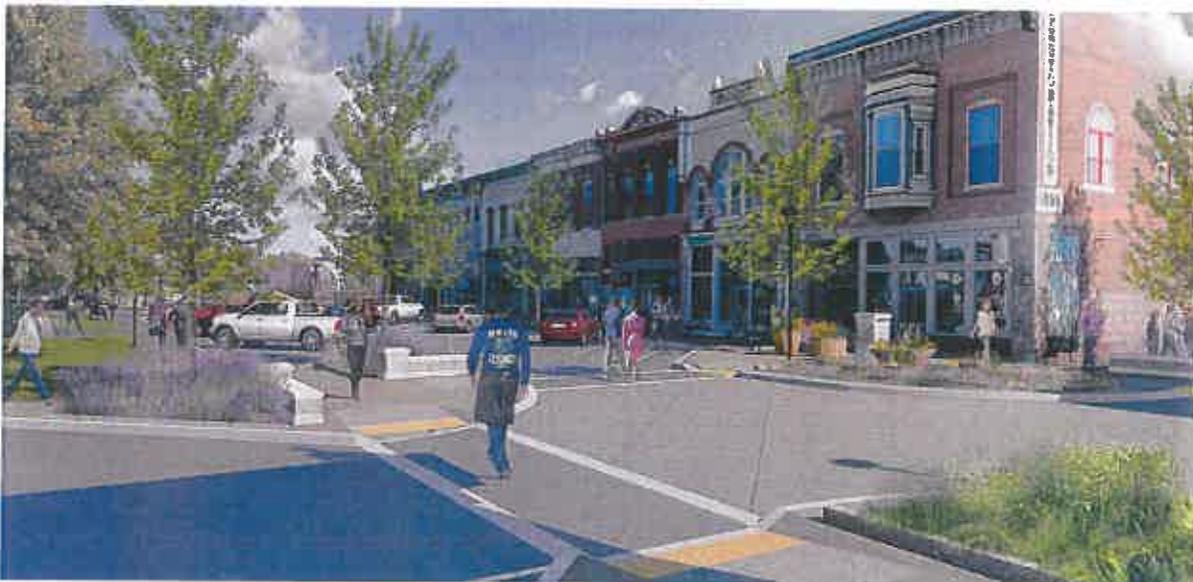
- Public engagement and facilitation
- Project visioning and identity development
- Smart Growth and sustainability practices
- Land use planning and housing
- Natural resource, parks and recreation planning
- Zoning including design guidelines and overlay zoning
- Transportation planning
- Public facilities and infrastructure assessment
- Implementation strategy

Our planning approach involves facilitating a dynamic and transparent process that engages key stakeholders, property owners, agencies, and the community in a step by step process of discovery. While we establish a framework for creating and evaluating alternative planning concepts and design solutions, our team seeks to transform our client's vision into a successful strategy for long-term economic development and future growth that does not negatively impact the existing community. This approach involves establishing design goals and objectives to effectively guide future improvements, allowing each project to realize its potential while contributing to the overall vision for revitalization on a larger scale.

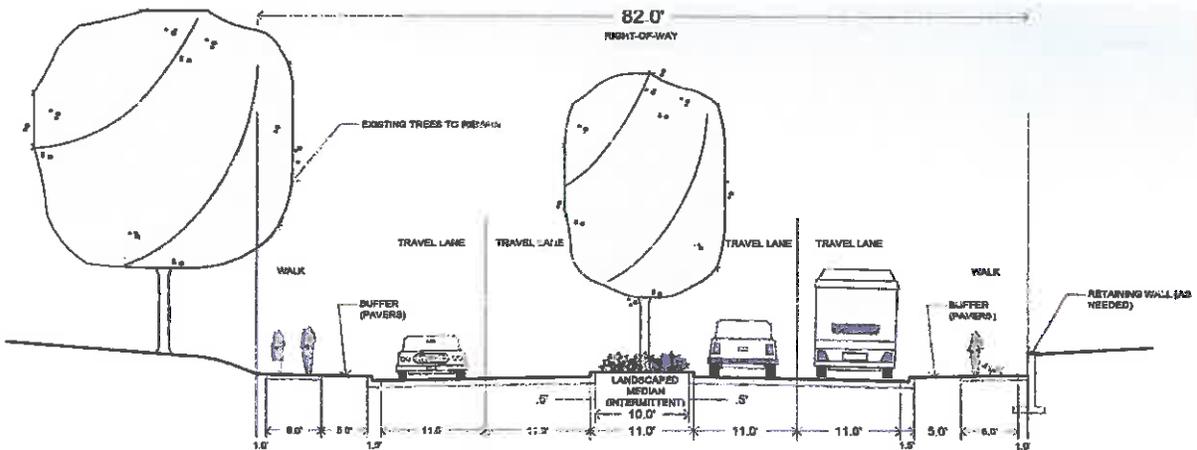
Our planning experience includes comprehensive analysis of land use, transportation, infrastructure, aesthetics, and economic development opportunities for a wide variety of districts and areas throughout the Midwest. The capacity for new development, including its feasibility and potential impact on supporting infrastructure systems, can be evaluated and determined through the results of this analysis. Whether working for a developer or for a municipality interested in promoting and attracting quality revitalization projects, our team of planners and designers is experienced in balancing the need for design flexibility with the need for development certainty.

Our team has worked with a broad range of clients, including private developers, governmental agencies, community associations, and municipalities to identify appropriate expectations for future growth. This includes establishing policies, recommendations, and regulatory tools that guide future development implementation and the community's use of development incentives.

We are experts at creating practical and actionable corridor and area master plans, including design guidelines and overlay zoning regulations, that are based on the needs of the community, rooted in stakeholder input, and take advantage of the community's unique opportunities. Included within the following pages are examples of specific relevant projects we have completed for other cities.



# PROJECT EXPERIENCE AND EXPERTISE



<p>Improve traffic circulation and safety</p> <p>Increase multimodal mode safety for pedestrians and bicyclists</p>	<p>1. Analyze and make improvements to reduce the number, and/or impact of the existing on-street intersections</p> <p>2. Reduce the number of commercial driveways that block access to Mount Vernon Road and restrict left turn traffic movements</p> <p>3. Establish a minimum standard street profile and right-of-way that accommodates 4' travel lanes, bike lanes, motor vehicle, sidewalks, and snow storage</p> <p>4. Create a plan to improve access to and use of public transit including bus stop locations and minimum necessary improvements to bus stop locations such as sidewalk accessibility, signage, benches and shelters</p> <p>5. Develop a plan to phase roadway, median, turn lanes, sidewalks, and crosswalk improvements with safety goals to areas with the most congestion</p> <p>6. Secure right-of-way dedication, street and sidewalk improvements, and driveway relocations of the zone of development or redevelopment of adjoining properties</p> <p>7. Provide signage to delineate the preferred bicycle routes through and around the Mt. Vernon Road Corridor</p>	<p>10</p> <p>10</p> <p>17</p> <p>10</p> <p>10</p> <p>17</p> <p>10</p>
---	---	---



**MOUNT VERNON ROAD CORRIDOR ACTION PLAN | CEDAR RAPIDS, IOWA**  
 Client: City of Cedar Rapids  
 Contact: Bill Michael, Assistant Community Development Director / 319.286.5045

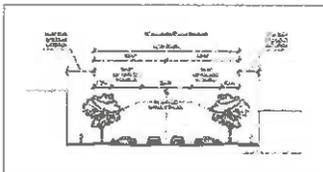
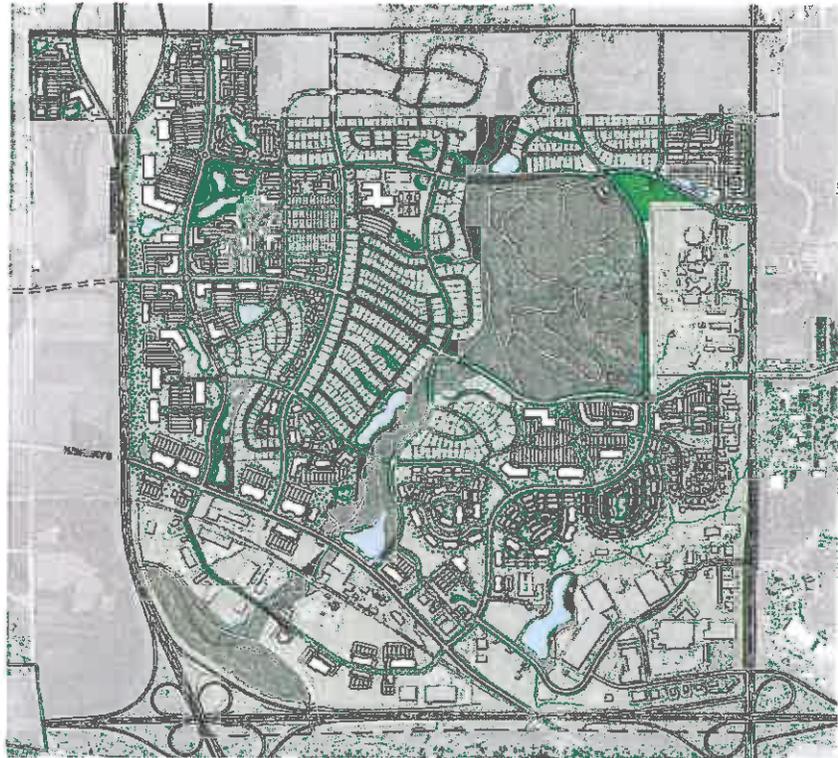
The City of Cedar Rapids, as the first initiative of their 2014 visioning process, retained Confluence to develop a Corridor Action Plan along 2.8 miles of Mount Vernon Road. Averaging over 20,000 vehicles a day, Mount Vernon road is one of the top 10 most traveled roads in the city. The road is bordered by a wide mix of land uses including commercial, mixed-use, multi-family residential and single family residential. The corridor also serves as a gateway into Cedar Rapids from the east, is a key arterial connection into the downtown district, acts as a primary truck route through the City, and was originally part of the historic Lincoln Highway.

**Features**

- Corridor Planning + Redevelopment
- Community Engagement
- Multi-Disciplinary Collaboration
- Implementation Recommendations

The goal of the action plan was to further Cedar Rapids' continuing progress towards becoming a more vibrant community. Strategies for enhancing the corridor include improving roadway infrastructure, analyzing the compatibility and relationships between existing land uses, identifying redevelopment opportunities, providing additional safety measures for pedestrians, and defining an approach to transform the corridor into an aesthetically appealing gateway into the City.

To define project goals and foster public support through education and inclusion, Confluence developed a robust public input process that engaged stakeholders and citizens. The community identified existing deficiencies, goals and opportunities, and prioritized proposed recommendations. Through detailed transportation engineering, site analysis and input from the public, the design team developed key focus areas: Circulation, Land Use and Character. These areas of focus were used as a framework to categorize and organize recommendations as part of the action plan. The final Corridor Action Plan was a citizen-driven planning tool that provided prioritized action items and recommended time frames for implementation.



**WEST LAND USE AREA MASTER PLAN, DESIGN GUIDELINES AND ZONING OVERLAY**

**CORALVILLE, IOWA**

Client: City of Coralville, Iowa

Contact: Ellen Habel, Assistant City Administrator / 319.248.1700 / ehabel@coralville.org

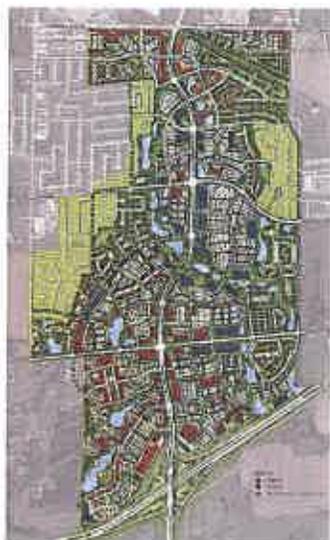
Confluence led a multi-disciplinary planning team to assist the City of Coralville, Iowa, in building upon the recently adopted 2014 Coralville Community Plan by establishing a detailed vision and plan for the future of the West Land Use Area. The West Land Use Area is located between Interstate 380 and Coral Ridge Avenue/Highway 965, south of Forevergreen Road, and north of Interstate 80.

The plan includes visioning; a market analysis to determine demand for housing, office, and retail space; a conceptual master plan and refined land use plan; and design guidelines and zoning overlay. This planning effort also included an analysis of the transportation network as well as the water distribution, sanitary sewer collection, storm water drainage utilities and the existing connection fee districts.

**Features**

- Community Engagement
- Market Analysis
- Implementation Recommendations
- Housing + Commercial Development Strategies
- Design Guidelines
- Zoning Overlay
- Multi-Disciplinary Coordination

Community input was an important component in establishing the vision for this area and the planning team facilitated several public meetings and numerous one-on-one stakeholder meetings to allow property owners and community members to contribute ideas about the future of this important growth area. Meeting formats have included open houses, presentations and the use of keypad polling to gather the community's preferences on various aspects of the development.



**KETTLESTONE (GRAND PRAIRIE PARKWAY CORRIDOR) MASTER PLAN + DESIGN GUIDELINES | WAUKEE, IOWA**

Client: City of Waukee, Iowa

Contact: Tim Moerman, City Administrator / 515.987.4522

For years, Grand Prairie Parkway (formerly known as the Alice's Road Corridor) has been a top economic development priority for the City of Waukee, Iowa. With more than 1,300 acres of land for development and with direct access to Interstate 80, the corridor offers the City of Waukee the ability to invest in the economic sustainability of the region and create opportunities for new industry and job growth. Previously, several high-level master plans had been completed for the area. With funding secured for the roadway and interstate interchange construction, Confluence was retained to expand upon previous planning efforts and to put the next level of detail to the master plan and refine the land use plan - laying out how the corridor can develop to its full potential and addressing the vision and goals of the City.

The Confluence team was also responsible for updating the previous market study, refining the open space and greenway plan, and developing concepts for branding the development, which is now known as "Kettlestone". A unique feature of this corridor is the extensive greenway that the City has been developing along with the roadway construction. This greenway also functions as a regional storm water detention facility and has a direct benefit for land owners as they can increase their development densities by utilizing land normally set aside for detention.

As a second phase to this planning effort, Confluence was further retained by Waukee to create development guidelines and an overlay zoning district as well as assist with the review of development proposals for plan compliance as they are received. The design guidelines and zoning overlay are the tools necessary for the City to implement the plan and realize the vision for Kettlestone.

In choosing a team for this project, the City felt it important to select a team with extensive contacts within the development and real estate communities in an effort to spark interest and development of the corridor. Another main consideration for the City was hiring a firm that could meet with the numerous land owners affected by the corridor to help them see the big vision and understand that setting the design and development bar high would help everybody realize the highest and best use of their land.

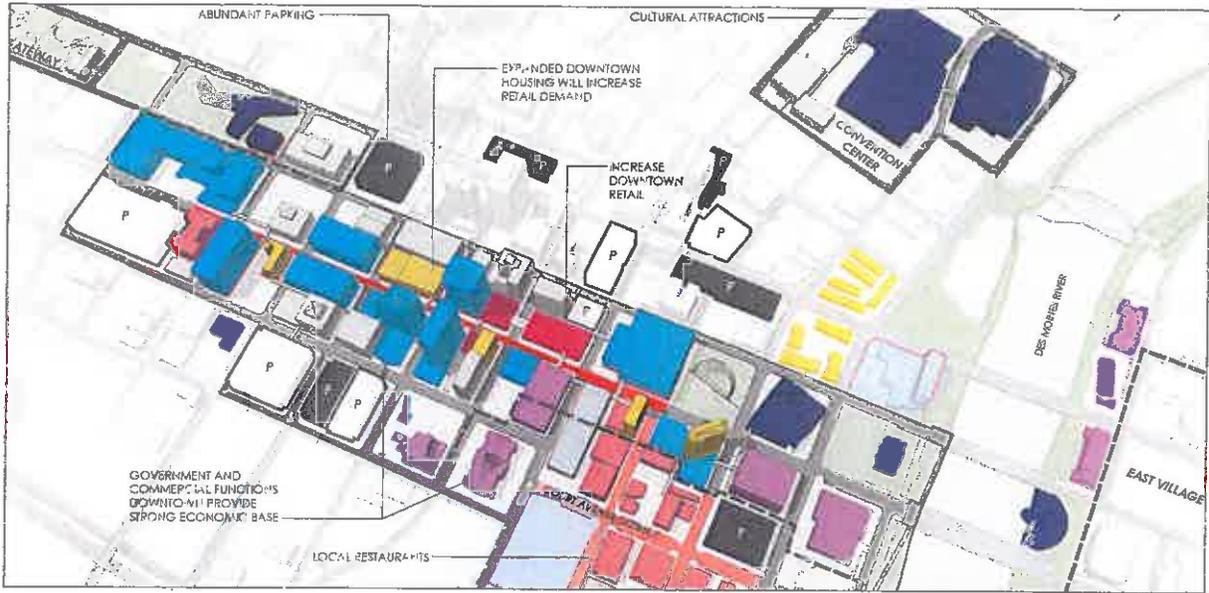
The Design Guidelines and Zoning Overlay were adopted in May of 2015, and in December of 2015, work on the interstate highway interchange was completed and the Grand Prairie Parkway was opened to traffic. Building activity along the corridor has already started.

**Features**

- Land Use Planning
- Design Guidelines
- Creation of Overlay Zoning District
- Land Owner Meetings
- Market Strategy
- Branding Strategy
- Long-Term City Relationship

**Recognition/Awards**

- 2016 Honor Award – Planning & Analysis: Iowa Chapter ASLA
- 2014 Communications Initiative Award - Iowa Chapter, American Planning Association (APA)



**WALNUT STREET CORRIDOR REVITALIZATION PLAN | DES MOINES, IOWA**

Client: City of Des Moines, Iowa  
Contact: Gary Hlavka, Project Engineer / 515.283.4025

Confluence is leading a multi-disciplinary team in preparing a streetscape improvement plan, along with a retail strategy + merchandising plan, for the Walnut Street Corridor in downtown Des Moines. Our team won the highly competitive commission with a mix of local design talent combined with an urban media consultant and an urban retail strategies consultant.

The project posed a number of challenges to the team, including the public's perception of the corridor, maximizing the City's dollars in infrastructure improvements, and creating a destination and memorable connection in the face of a generation-long flight to the suburbs. The Confluence team held a series of focus groups and public meetings to determine the key issues that would keep visitors and workers downtown to shop or dine in the area. In addition, the team conducted a Retail Market analysis which determined a need for 225,000 square feet of retail and restaurants in downtown Des Moines.

The resultant plan proposes a number of improvements to the district, including urban gardens, light art, on-street parking, inter-active kiosks, distinct street lights and a streetscape framework that allows plenty of room for outdoor dining, pop-ups, and vendors. Since the district is retail focused, only the block corners receive landscape treatment in an effort to maximize views to storefronts. The first phase of the project is currently under construction.

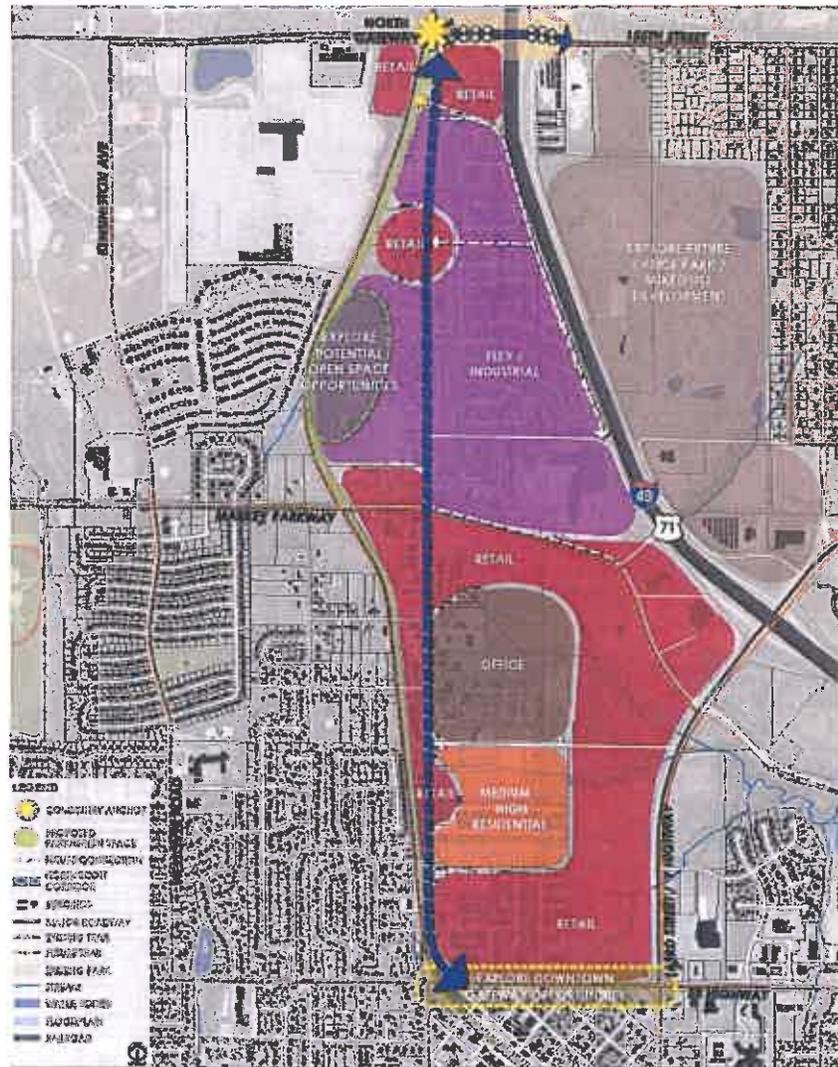
**Features**

- Multi-Disciplinary Team
- Public Facilitation + Community involvement
- Retail Strategy



**Features**

- Public Engagement
- Transportation and Land Use Planning
- Corridor Enhancement Recommendations



**NORTH SCOTT CORRIDOR PLAN | BELTON, MISSOURI**

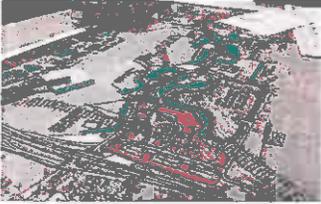
Client: City of Belton, Missouri

Contact: Jay Leipzig, Director of Community Planning and Development / 816.331.4331 / jleipzig@belton.org

The two-mile North Scott Corridor serves as the northern gateway into the City of Belton from the adjacent US 49 Highway Corridor. However, the physical appearance and mixture of land uses along the corridor needs significant revitalization.

The City of Belton selected Confluence to lead a community-driven planning process to establish a unifying vision for the future of this important corridor. A Steering Committee was engaged in an interactive planning process that included two public meetings and online opportunities for community input. Through a series of collaborative meetings that explored alternative land uses and future configuration options for the roadway, consensus was achieved and this vision plan was adopted in January 2015.

The plan calls for future enhancement of the streetscape character, a new gateway arrival area at the 155th Street interchange, updates to the future land use plan, connections emerging retail areas to the east, provision of future green space, and creation of development and design guidelines to enhance the character and quality of future development.



**TRUMAN ROAD GREEN GATEWAY DEVELOPMENT PLAN | INDEPENDENCE, MISSOURI**

Client: City of Independence, Missouri

Contact: Ann Smith-Tate, Economic Development Manager / 816.325.7000

Truman Road is a major east/west arterial in Jackson County, Missouri, and serves Independence, Kansas City, and eastern unincorporated Jackson County. As part of the Mid-America Regional Council's (MARC) Creating Sustainable Places Initiative, Confluence led a multi-disciplinary planning team to develop a plan which is intended to capitalize on the gateway potential of the corridor and the area's natural assets to better define a unique and distinctive sense of place and better leverage the area's proximity to the I-435 interchange.

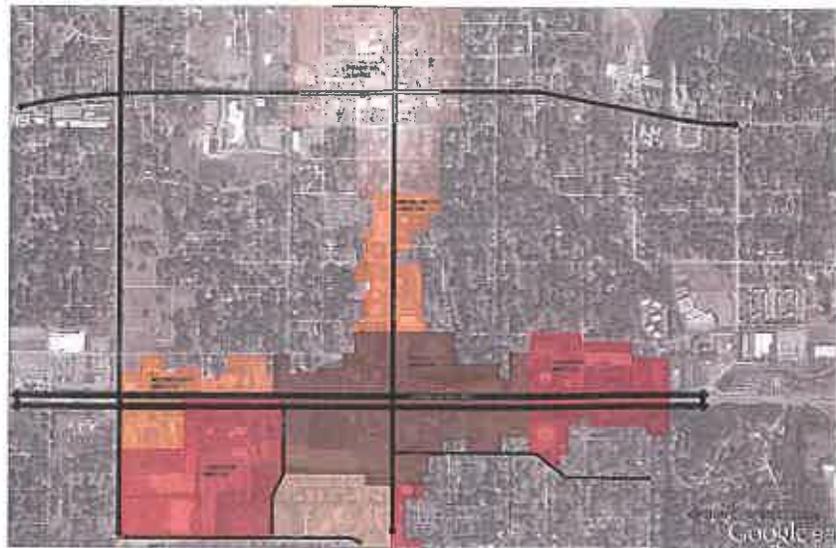
**Features**

- Stakeholder + Public Facilitation
- Corridor Redevelopment Scenarios
- Land Use + Transportation Planning
- Streetscape Enhancements

The Truman Road Green Gateway Development Plan establishes a consistent, comprehensive design approach for the corridor that promotes efficiency, safety, and functionality throughout. The plan outlines enhanced transportation choices for a variety of users including bicyclists, transit vehicles and riders, and pedestrians of all ages and abilities. Recommendations that promote pedestrian and bike facilities are at the forefront of this plan, with attention being paid to the impacts of future development on the traffic and future aesthetics of the corridor.

Through a robust citizen engagement process, the plan was created to promote sustainable land-use patterns by focusing on pedestrian and bicycle connections to adjacent residential uses and regional trails. Adjacent land use recommendations, which focus on infill and redevelopment potential throughout, are intended to identify opportunities for future redevelopment along Truman Road, in particular near the I-435 interchange to the west and around Winner Road to the east.

The planning team developed a series of corridor redevelopment scenarios ranging from conservative to aggressive for "focus areas" along the corridor. Corresponding graphics were produced to illustrate the vision of the build-out scenarios. Corridor enhancements including a streetscape "kit of parts" was also developed.



**Features**

- Transportation Planning + Analysis
- Market + Economic Analysis
- Fiscal Impact Analysis
- Public Facilitation
- Community Planning
- Urban Design
- Multi-Jurisdictional Client Collaboration

**SHAWNEE MISSION PARKWAY CORRIDOR I JOHNSON COUNTY, KANSAS**

Client: Mid-American Regional Council (MARC)

Contact: Jeff Hirt, Planner / 816.474.4240

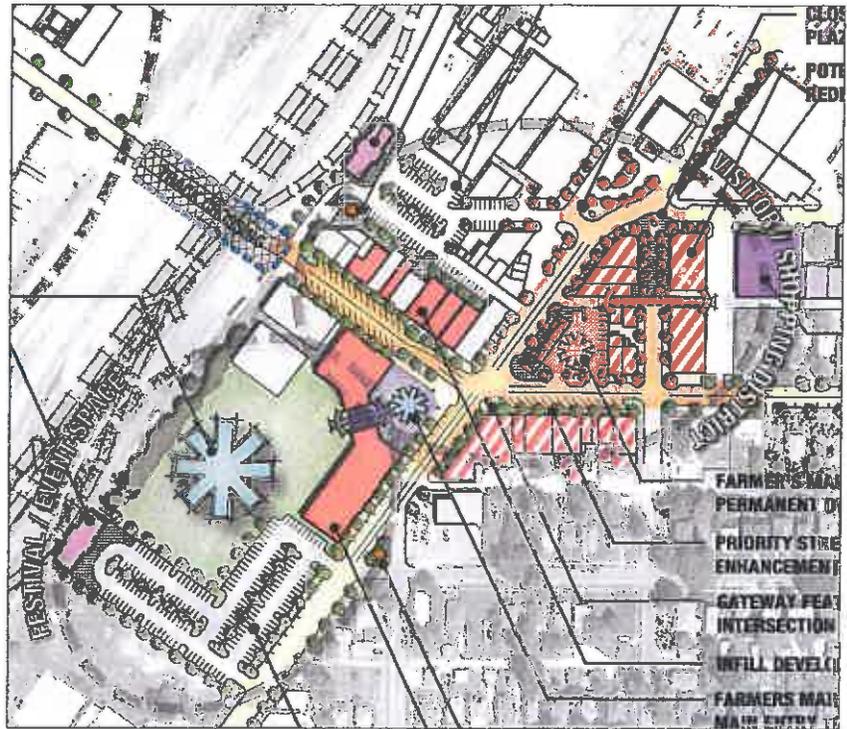
Confluence was part of the consulting team contracted to prepare a corridor plan for a portion of Shawnee Mission Parkway stretching from Metcalf to I-435. The study area includes portions of both the City of Merriam and the City of Shawnee, both in Johnson County, Kansas. The plan outlines transportation, economic development, and aesthetic improvement recommendations for the overall corridor. The primary focus of the effort was to create a community vision for two focus nodes along the corridor – the area surrounding Shawnee Mission Parkway and Nieman Road in Shawnee, and the area surrounding Shawnee Mission Parkway and Antioch in Merriam.

The conceptual ideas for the Nieman node considered how this area along the corridor could influence ongoing efforts to revitalize the Nieman Road corridor and nearby Downtown Shawnee. The conceptual ideas for the Antioch area considered the potential to encourage a mixed-use development pattern along Shawnee Mission Parkway just east of I-35 and how to leverage the area's significant traffic volumes as well as the proximity to a large area of regional retail along Johnson Drive. As part of the planning effort, a market scan was completed and the team conducted two rounds of community visioning sessions with residents of Shawnee and Merriam.



**Features**

- Stakeholder + Community Involvement
- Economic Development Strategies
- Community Planning
- Visioning Process



**SOUTHSIDE JUNCTION REDEVELOPMENT PLAN | ST. JOSEPH, MISSOURI**

Client: Southside St. Joseph Redevelopment Corporation

Contact: Larry Stobbs / 816.233.9652

The South St. Joseph community, commonly known as Southside, is an historic and eclectic mix of businesses, residential and industrial land uses related to the original stockyards, railroad and meat packing industries dating from 1887. The area has declined since the stockyards diminished and surrounding industries changed. It still remains a tight-knit community and home to over 5,000 residents, numerous small neighborhood businesses and large industrial users.

Confluence was part of a multi-disciplinary team who, along with local civic leaders, completed a redevelopment plan for the area. The planning process included active community involvement from residents as well as business owners and local elected officials. The plan outlines a redevelopment strategy for converting the 120 year old "junction" area into a unique, lively cultural arts and entertainment district that emphasizes the community's historic buildings and character.

The plan includes 14 implementation steps for the community to pursue to bring the redevelopment vision to fruition. It is envisioned to rebuild the local business strength and create new public gathering space for events, a farmer's market, space for galleries, boutique shops and district signage, streetscape and identity markers. It also includes plans for new infill development as well as renovation of existing buildings and new parking.

## SECTION THREE | SIMILAR PROJECTS + REFERENCES

### SIMILAR PROJECTS + REFERENCES

The following is a list of similar contracts and projects our team has completed for other cities including client contact information.

#### **KETTLESTONE MASTER PLAN + DESIGN GUIDELINES**

Tim Moerman | City of Waukee, Iowa

City Administrator / 515.987.4522 / tmoerman@waukee.org

#### **WEST LAND USE AREA MASTER PLAN + DESIGN GUIDELINES**

Ellen Habel | City of Coralville, Iowa

Assistant City Administrator / 319.248.1700 / ehabel@coralville.org

#### **MOUNT VERNON ROAD CORRIDOR ACTION PLAN**

Bill Micheel | City of Cedar Rapids, Iowa

Assistant Director, Community Development / 319.286.5045 / w.micheel@cedar-rapids.org

#### **NORTH SCOTT CORRIDOR PLAN + OVERLAY ZONING DISTRICT**

Jay C. Leipzig | City of Belton, Missouri

Community and Economic Development / 816.331.4331 / jleipzig@belton.org

#### **WALNUT STREET REVITALIZATION PLAN**

Matt Anderson | City of Des Moines, Iowa

Assistant City Manager / 515.283.4141 / maanderson@dmgov.org

## SECTION FOUR | PROJECT UNDERSTANDING AND APPROACH



### WHY THE CONFLUENCE TEAM?

Why should the City of Mount Vernon hire the Confluence team for this Corridor Plan? Because of what we know and how we think.

Effective and meaningful public engagement is a fundamental strength of our firm. Our plans are stakeholder driven as we know the long-term success of any plan requires the buy-in and a sense of ownership from the entire community as well as the elected officials. We have multiple public engagement techniques that we can utilize to create the best outcome for this plan.



We also know urban design from both the public and private sector point of view. Our master plans and land use plans are grounded in reality. We understand the needs of developers and yet know how to push for the aesthetic qualities and walkability components desired by most communities. We design sustainable, healthy, live/work/play developments and gathering spaces.



We know the value of a city's central business district. All five (5) of our offices are in downtown areas of the cities in which they are located. As a firm and as a group of planning and design professionals, we are committed to strengthening and enhancing all downtown environments as the heart of their communities.

The Mount Vernon Corridor Plan must enhance the community and manage the growth anticipated by the Highway 30 improvements, but this growth and development must not occur at the expense of Mount Vernon's Uptown District and existing neighborhoods. Mount Vernon is a special and unique community with a thriving central district and a special asset that is Cornell College. This Corridor Plan must not poach business from Uptown or detract from Cornell College but instead provide a connected corridor that enhances them both.



We are committed to creating a realistic and implementable Corridor Plan with an Overlay Zoning District that addresses the needs and desires of your community, capitalizes on opportunities, and supports to the creation of a corridor that provides long-term value to the community.

### PROJECT UNDERSTANDING + APPROACH

This corridor plan will establish a clear vision for the future of this strategic and important growth area for the City and will include appropriate goals and strategies to assist in the realization of this vision. We understand that this Corridor Plan needs to be viable and practical and must be a real-world planning document based on solid data and sound planning principles. This plan must reflect the values of the community and protect and enhance the long-term stability and success of the downtown.



Our team's approach to planning is based on open communication. We succeed by establishing an interactive, inclusive, and transparent planning process involving the public at large; key community and business stakeholders; property owners; the Planning and Zoning Commission; the Mayor and City Council; City staff; other agencies; and individuals interested in helping to shape the City's future.



Our team is committed to providing you with a uniquely tailored planning process that allows the plan to be appropriately influenced by those participating. Community and City leadership involvement is an inherent component of our team's planning process, and we look forward to the opportunity to bring a fresh perspective in planning for the future growth, development, and long-term sustainability of Mount Vernon.

## SECTION FIVE | SCOPE OF SERVICES + FEE PROPOSAL



### SCOPE OF SERVICES

The outline of our basic scope of services is listed below. We can adjust our scope, fees, and the project schedule as necessary to best meet your needs, budget, and timeline.

#### PHASE 1: PROJECT INITIATION

(Data Collection, Site Analysis, Base Mapping, Market Analysis, and Community Visioning)

- Project Kick-Off Meeting with the Steering Committee
- Data Collection, Site Inventory, and Existing Conditions and Public Facilities and Infrastructure Analysis
- Base Mapping
- Representative Projects Review + Site Tours (Bus Tour) [OPTIONAL TASK]
- Market Analysis [OPTIONAL TASK]
- Community Stakeholder and Property Owner Engagement and Input (public open house + visual preference polling and individual stakeholder meetings)
- City Review - City Council and/or Planning and Zoning Commission Work Session

#### PHASE 2: LAND USE AND TRANSPORTATION PLANNING

- Land Use Plan and New and/or Modified Land Use Districts and Definitions
- Transportation Plan
- Detailed Master Plan and site renderings (images) [OPTIONAL TASK]
- Community Stakeholder and Property Owner Engagement and Input (community workshop and individual stakeholder meetings)
- City Review - City Council and/or Planning and Zoning Commission Work Session

#### PHASE 3: DESIGN GUIDELINES, OVERLAY ZONING DISTRICT + IMPLEMENTATION PLAN

- Site Planning Guidelines
- Circulation, Street Access Management, Driveway Spacing, and Parking
- Architectural Design Guidelines
- Landscape and Open Space Design Guidelines + Buffering and Screening Guidelines
- Lighting Design Guidelines
- Signage Design Guidelines
- Overlay Zoning District Framework
- Implementation Master Plan
- Community Stakeholder and Property Owner Engagement and Input (stakeholder workshop and individual stakeholder meetings)
- City Review - City Council and/or P/Z Commission Work Session

### FEE PROPOSAL

The anticipated cost to provide professional services as outlined in this proposal:

Phase 1: Project Initiation	\$25,000.00
Phase 2: Land Use and Transportation Planning	\$30,000.00
Phase 3: Design Guidelines, Zoning + Implementation Plan	\$25,000.00

**Total:** \$80,000.00 plus reimbursable expenses not to exceed 10% of the project total.

Listed below are several optional services that can be provided for an additional fee.

Optional - Site Bus Tour	\$6,000.00
Optional - Market Analysis	\$45,000.00
Optional - Detailed Master Plan + Renderings	\$50,000.00

## SECTION SIX | PROJECT TIMELINE

### LEGEND



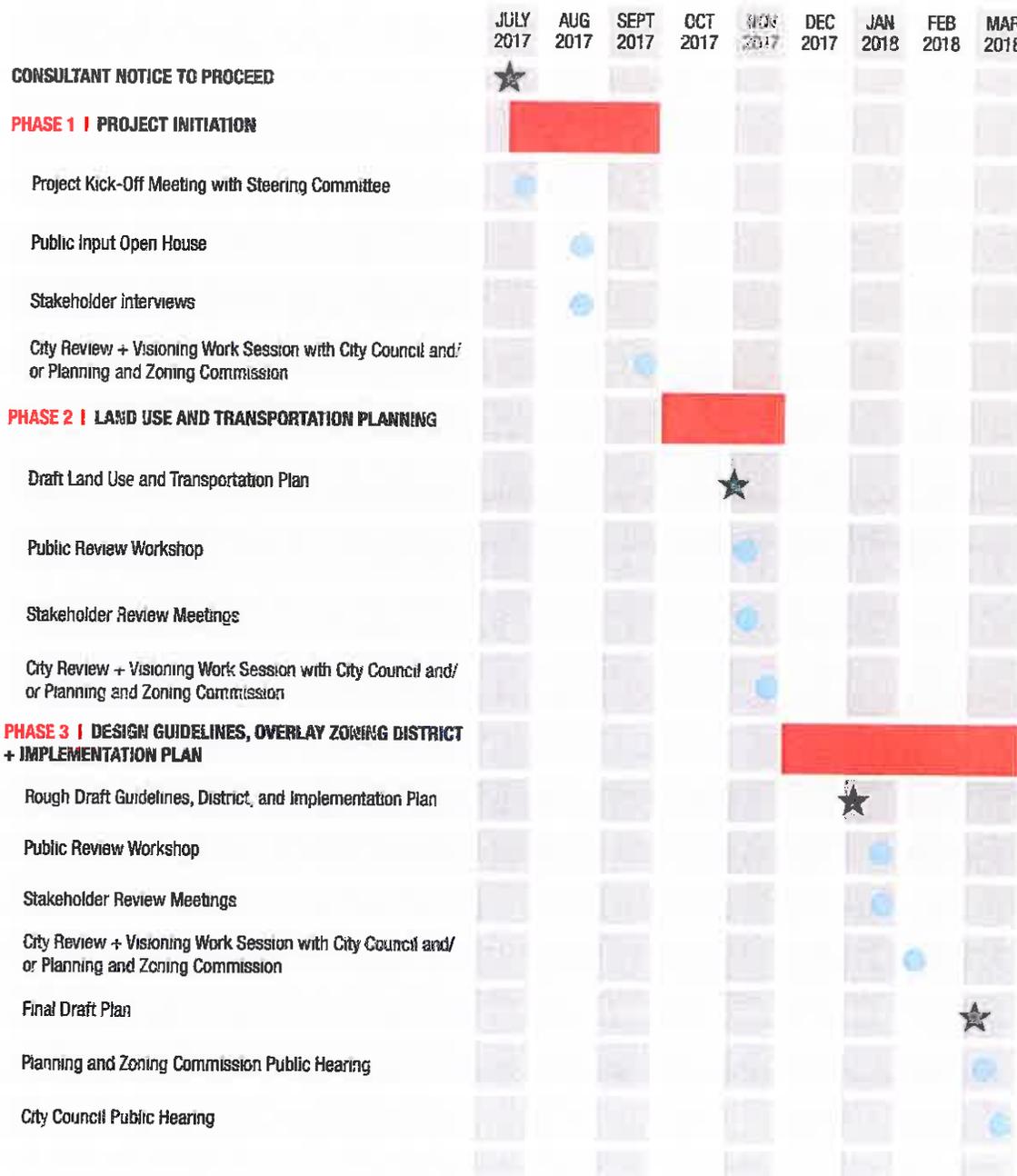
KEY DATES



KEY MEETINGS

### PROPOSED SCHEDULE

We are projecting that this planning process will take approximately 8 months to complete. Therefore, with an anticipated start date of July 17, 2017, we expect to deliver a final plan to the City of Mount Vernon by the beginning of March 2018. As part of the project kick-off we will outline a detailed work plan and public meeting schedule to meet the needs of the City. Our team is immediately available to commit the necessary time and resources to your project in order to deliver the City a stakeholder-driven Corridor Plan.



+ Monthly update Meeting with the Steering Committee and/or City Staff

**AGENDA ITEM # J – 6**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Consultant Services – Soil Borings
<b>ACTION:</b>	Motion

**SYNOPSIS:** OPN Architects has provided quotes from three different environmental firms to complete soil borings on the proposed school site. If you break the estimates down by cost per lineal foot of boring depth, both Braun and Team Services are fairly close to one another (if Team Services completes a majority of the borings at 25'). Given the importance of this phase of the process, staff is recommending that the City hire Braun Intertec for \$5,435. This contract will be paid with existing LOST I funds.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Quotes

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

## Chris Nosbisch

---

**From:** Matthew Stewart <mstewart@opnarchitects.com>  
**Sent:** Thursday, July 27, 2017 3:57 PM  
**To:** Chris Nosbisch  
**Cc:** Justin Bishop  
**Subject:** MVWC Soil Boring RFP  
**Attachments:** Braun QTB062152\_Mt Vernon Wellness Center\_Geo Proposal.pdf; Team 3-4492.pdf; Terracon P06175117\_0726\_MtVernon.pdf

Hi Chris,

Attached are the 3 RFP responses from Geotechnical Engineering firms to perform Soil Borings at the site to provide to our structural engineer to design the structural footing systems. The quick summary is:

Team Services - \$4,400 – (5) 20-25' borings

Braun Intertec - \$5,435 – (5) 30' borings

Terracon - \$6,000 – (3) at 30', (2) at 20'

The price per foot for Braun and Team are similar with Braun providing 30' borings.

Please review and let me know if you have any questions. The contracts are set up for you to execute from the files provided.

Thanks.

Matthew

**Matthew Stewart** AIA | LEED AP BD+C

**PROJECT ARCHITECT**

OPN Architects

d: (319) 730-2951 | c: (319) 743-5189 | mstewart@opnarchitects.com

200 Fifth Ave. SE Suite 201, Cedar Rapids, Iowa 52401

[www.opnarchitects.com](http://www.opnarchitects.com)



Braun Intertec Corporation  
1901 16th Avenue SW, Suite 2  
Cedar Rapids, IA 52404

Phone: 319.365.0961  
Fax: 319.365.1306  
Web: braunintertec.com

July 26, 2017

Proposal QTB-062152

Chris Nosbisch  
City of Mount Vernon  
213 First Street NW  
Mount Vernon, IA 52314

Re: Proposal for a Geotechnical Evaluation  
Proposed Mount Vernon Wellness Center  
10<sup>th</sup> Avenue  
Mount. Vernon, Iowa

Dear Mr. Nosbisch:

Braun Intertec respectfully submits this proposal to complete a geotechnical evaluation for the proposed Mt. Vernon Wellness Center in Mt. Vernon, Iowa.

## Our Understanding of Project

We understand that this project will consist of the construction of a two-story, masonry block building and a 4-foot tall retaining wall on the south side of the building. A building site location plan with proposed boring locations was provided at the time of this proposal. Based on our email correspondence with OPN Architects (OPN), we understand that wall loads will be on the order of 8 kips per linear foot, and column loads will be on the order of 120 kips. A specific site grading plan was not provided at the time of this submittal. However, based on aerial photos and our correspondence with OPN, the site appears to slope downward from southeast to northwest with approximately 30 feet of elevation change across the site. Additionally, we understand that there is approximately 12 feet of elevation change across the building footprint. Therefore, we assume that maximum cuts and fills will be on the order of 6 to 10 feet in the building area, 15 to 20 feet across the site.

## Purpose

The purpose of this geotechnical evaluation is to characterize subsurface geologic conditions at selected boring locations. Then, based on this information, provide a discussion and recommendations pertaining to the geotechnical aspects of the design and construction of the proposed building, foundations, and associated pavements.

## Project Approach

Braun Intertec has performed several borings in the Mount Vernon area for various projects over the past several years. Based on these borings and our experience in the area, we anticipate that our borings will encounter rather soft to medium consistency lean clay (loess) underlain by stiffer sandy lean clay with trace amounts of gravel (glacial till). Our approach to the project will be to assess the extent of the rather soft to medium consistency clay soils and determine the compressibility for foundation support.

## **Scope of Services**

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

### **Site Access, Staking and Utility Clearance**

Based on aerial photos we assume that the site will be accessible to our ATV-mounted drill rig. We assume that we will have permission to access the boring locations and that no additional landowner correspondence will be necessary. However, if coordination with landowners is required, please provide contact information before the start of our field work.

We will stake the boring locations using a hand-held GPS unit and coordinates obtained from Google Earth™. Alternatively, a project surveyor can stake the proposed boring locations with more accuracy. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those that are staked to facilitate accessibility. Recent policy changes by the Iowa One Call System requires borings be staked prior to the utility locate.

Prior to drilling or excavating, we will contact Iowa One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representatives are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Standard Penetration Test Borings**

As requested, we propose to drill a total of five (5) standard penetration test borings extending to depths of approximately 30 feet below existing grade for a total of 150 feet of drilling. Standard penetration tests (SPT) or thin-walled tube sampling will be performed at 2½-foot vertical intervals to a depth of about 10 feet, and at 5-foot intervals at greater depths. If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs. Selected borings will be left open for delayed groundwater level measurements.

### **Field Permeability Testing**

As requested, we propose to perform one (1) field permeability test. The permeability test will be performed using the Double Ring Infiltrometer method (ASTM D 5093).

### **Borehole Abandonment**

Following the completion of drilling and water level measurements, the borings will be backfilled with soil cuttings from the drilling process.

### **Sample Review and Laboratory Testing**

Soil samples will be returned to our laboratory, where they will be visually classified and logged by the geotechnical engineering staff. To help classify the materials encountered and estimate their engineering properties, we will develop a laboratory testing program depending on the soils encountered. We

anticipate that the lab testing program could include moisture content and density determinations and unconfined compressive strength tests. All laboratory testing will be performed in accordance with ASTM or AASHTO standards.

### **Reporting**

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions. We will perform engineering analyses related to the design and construction of the proposed building, foundations, and associated pavements. Based on these analyses and our experience, we will prepare a report addressing the items listed in the RFP as applicable. In general, our report will include boring logs from the investigation that will summarize the subsurface conditions encountered, our laboratory test results, and a discussion of the geotechnical aspects pertaining to the design and construction of the proposed building, foundations, and associated pavements.

A digital copy of our report will be submitted to you. At your request, hard copies can be prepared for you or other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so we can prepare a copy list for the recipients and distribute the additional reports expediently.

### **Cost**

We will furnish the services described for the proposed investigation for a lump sum fee of \$5,435. If additional borings are needed, they will be charged at a rate of \$550 per boring. Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

### **Schedule**

We anticipate that our work can begin within 2 weeks of receiving written authorization to proceed. The field exploration will likely take about 1 to 2 days to complete. We anticipate we can submit our report within approximately 4 weeks after completion of the fieldwork. We will pass along results, however, as they are obtained and reviewed. If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy to us in its entirety.*** The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call us at 319.365.0961.

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew Schweizer  
Staff Engineer



Justin D. Humke, PE  
Associate Principal/Project Engineer

Attachments:  
General Conditions (7/18/16)

---

The proposal is accepted, and you are authorized to proceed.

---

Authorizer's Firm

---

Authorizer's Signature

---

Authorizer's Name (please print or type)

---

Authorizer's Title

---

Date

## General Conditions

### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## **Section 5: Compensation**

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s)

empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of Insurance.*

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## **Section 8: Miscellaneous Provisions**

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

July 26, 2017

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

Attn: Chris Nosbisch

Re: Proposal for Subsurface Exploration  
Mount Vernon Wellness Center  
Mount Vernon, Iowa  
TEAM Proposal No. 3-4492

Dear Mr. Nosbisch:

Thank you for giving us the opportunity to provide our professional geotechnical engineering services for the subject project. This proposal documents our understanding of the project and presents a detailed estimate of our scope of services, a projected schedule and a fee estimate.

**Project Information** -- Project information has been provided by Mr. Matthew Stewart, AIA, LEED AP BD+C of OPN Architects, Inc. in a request for proposal letter sent by email to our Mr. Nick Gilles, P.E. dated July 14, 2017. Included with the letter was a site plan for the project showing the proposed boring locations. The project will consist of construction of a new two-story slab-on-grade building at the intersection of Palisades Road and 10<sup>th</sup> Avenue in Mount Vernon, Iowa. Column loads of 120 kips and wall loads of 8 klf have been estimated. We understand that a storm water detention area may also be installed on the site.

Based on previous experience in the area, we expect that soils encountered at this site will consist of wind-blown loess soils overlying glacial deposits. These native soils are typically suitable for shallow foundation bearing pressures ranging from 1,500 to 2,500 pounds per square foot, which should be suitable to support the low to moderate structural loads for the proposed building. Permeability/infiltration rates in the loess materials can vary depending on the silt and clay content.

**Scope of Services** – We propose to drill 5 borings within the proposed addition area to depths of 20 to 25 feet below existing grades, or to auger refusal, whichever is less. Sampling will be in accordance with our standard procedures wherein Shelby tube samples (ASTM D-1587) are obtained in cohesive soils, and split-barrel samples (ASTM D-1586) are obtained in granular soil, miscellaneous fill, and weathered rock or other very stiff or hard material. Soil samples will be obtained at approximately 2½-foot intervals in the upper 10 feet and at 5-foot intervals elsewhere. Groundwater levels will be observed during and at the completion of drilling

operations. Borings will be backfilled with auger cuttings at the completion of groundwater level readings.

A permeability test or infiltration test will be performed at the site in order to provide infiltration rates for design of the proposed storm water detention area.

Samples will be tested in accordance with our laboratory testing program where hand penetrometer, water content, and density tests will be performed on representative portions of Shelby tube samples and water content tests will be performed on split-barrel samples. Unconfined compression tests may also be run on selected Shelby tube samples. All tests and drilling operations will be performed in general accordance with the applicable ASTM procedures.

A report will be prepared under the supervision of a licensed engineer addressing the available project information, our exploratory and laboratory testing procedures and results, and providing geotechnical engineering recommendations for design and construction of the proposed building in accordance with the items requested in the RFP letter.

**Fees** -- We will perform the above geotechnical services for a lump-sum fee of \$4,400.00. If additional drilling is requested, it will be charged at a rate of \$20.00 per linear foot, which includes applicable laboratory testing and boring logs. Additional drilling will not be performed unless authorized by the client. An invoice will be submitted upon completion of our services. Unless otherwise instructed, invoices will be submitted to your attention.

**Conditions** -- Items to be provided by the client include the right of entry to conduct the exploration and the location of any private utilities existing in the area. We will call Iowa One Call for public utility location. Utilities not owned by subscribers to Iowa One Call should be identified to us. If there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to commencing field work. Our terms and conditions are attached and should be considered a part of our proposal for services.

**Performance Schedule** -- We anticipate starting field work within approximately 5 to 7 working days after notice to proceed, weather permitting. Our completed engineering report would be submitted within 10 to 15 working days following completion of fieldwork and laboratory testing. Preliminary recommendations can be provided prior to submission of the final report, if necessary.

*Proposal for Subsurface Exploration  
Mount Vernon Wellness Center – Mount Vernon, Iowa  
TEAM Proposal No. 3-4492  
July 26, 2017*



If in agreement with the outlined services, please sign below, and return this proposal letter to our office for notice to proceed. If there are any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,  
TEAM Services

A handwritten signature in dark ink, appearing to read "Nicholas Gilles".

Nicholas Gilles, P.E.  
Sr. Project Engineer

CC: Matthew Stewart AIA, LEED AP BD+C – OPN Architects

Enclosure: TEAM Services Terms & Conditions

ACCEPTANCE

BY: \_\_\_\_\_ FOR: \_\_\_\_\_  
(Name of Individual) (Name of Firm)

\_\_\_\_\_  
(Printed Name) DATE: \_\_\_\_\_

TEAM SERVICES  
TERMS AND CONDITIONS

**PAYMENT TERMS** \_ Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one\_half percent per month. If one and one\_half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. Client agrees to pay all costs associated with collection of overdue invoices, including reasonable attorney's fees.

In the event Client requests termination of the services prior to completion, a termination charge in an amount not to exceed thirty per cent of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of TEAM Services be made. If during the execution of the services, TEAM Services is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

**INSURANCE** \_ TEAM Services maintains Workers' Compensation and Employer's liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with limits of \$1,000,000/\$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TEAM Services will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits. TEAM Services shall maintain professional liability insurance in the amount of \$1,000,000 (claims made basis).

**STANDARD OF CARE** \_ The only warranty or guarantee made by TEAM Services in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

**SAMPLING OR TESTING LOCATION** \_ The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in TEAM Services' report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**RIGHT\_OF\_ENTRY** \_ Unless otherwise agreed, Client will furnish right of entry on the property for us to make the planned borings, surveys, tests, and/or explorations. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

**DAMAGE TO EXISTING MANMADE OBJECTS** \_ It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man\_made objects relative to field tests or boring locations. TEAM Services' field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instructions to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If TEAM Services is cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, TEAM Services will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to TEAM Services in writing, and to reimburse TEAM Services for expenses in connection with any such claims or suits, including reasonable attorney's fees.

**SAMPLE DISPOSAL AGREEMENT** \_ Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, TEAM Services will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

**OWNERSHIP OF DOCUMENTS** \_ All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by TEAM Services are instruments of service pursuant to this Agreement, shall be the sole property of TEAM Services. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without the written permission of TEAM Services. At the request and expense of Client, TEAM Services will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.

**SAFETY** \_ Should TEAM Services provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by TEAM Services is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

**SITE VISITS** \_ Client agrees that TEAM Services will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that TEAM Services will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by TEAM Services will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by TEAM Services to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees does not mean that TEAM Services is observing placement of all materials. Full\_time inspections means that an employee of TEAM Services has been assigned for eight\_hour days during regular business hours.

**GOVERNING LAW** \_ This agreement shall be governed in all respects by the laws of the State of Iowa.



July 25, 2017

City of Mount Vernon  
213 First Street NW  
Mount Vernon, Iowa 52314

Attn: Mr. Chris Nosbisch – City Administrator  
P: 319.895.8742  
E: [cnosbisch@cityofmtvernon-ia.gov](mailto:cnosbisch@cityofmtvernon-ia.gov)

Re: Proposal for Geotechnical Engineering Services  
Mount Vernon Wellness Center  
Northwest Corner of Palisades Road and 10th Avenue  
Mount Vernon, Iowa  
Terracon Proposal No. P06175117

Dear Mr. Nosbisch:

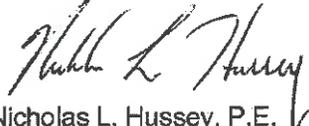
We appreciate the opportunity to submit this proposal to City of Mount Vernon (the City) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

- |           |  |
|-----------|--|
| Exhibit A | Project Understanding                      |
| Exhibit B | Scope of Services                          |
| Exhibit C | Compensation and Project Schedule          |
| Exhibit D | Site Location and Nearby Geotechnical Data |
| Exhibit E | Anticipated Exploration Plan               |

We propose to perform the scope of services described in this proposal for a lump sum fee of \$6,000. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,  
Terracon Consultants, Inc.

  
Nicholas L. Hussey, P.E.  
Geotechnical Project Engineer

  
Gregory J. Klein, P.E. *for*  
Principal

Terracon Consultants, Inc. 2640 12th Street SW Cedar Rapids, Iowa  
P (319) 366 8321 F (319) 366 0032 [terracon.com](http://terracon.com)

**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between City of Mount Vernon ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Mount Vernon Wellness Center project ("Project"), as described in the Project Information section of Consultant's Proposal dated 07/25/2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.  
 By:  Date: 7/25/2017  
 Name/Title: Gregory J. Klein / Office Manager  
 Address: 2640 12th St SW  
Cedar Rapids, IA 52404-3440  
 Phone: (319) 366-8321 Fax: (319) 366-0032  
 Email: Greg.Klein@terracon.com

Client: City of Mount Vernon  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: Chris Nosbisch / City Administrator  
 Address: 213 First Street NW  
Mount Vernon, IA 52314  
 Phone: (319) 895-8742 Fax: \_\_\_\_\_  
 Email: cnosbisch@cityofmtvernon-ia.gov

## EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by the City and the architect, OPN Architects (OPN), and the expected subsurface conditions as described below. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify this information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the northwest corner of Palisades Road and 10th Avenue in Mount Vernon, Iowa. See Exhibit D – Site Location and Nearby Geotechnical Data.
Existing Improvements	None – vacant field
Current Ground Cover	Grass
Existing Topography (Google Earth)	Site grades generally decrease to the north with surface elevations ranging from about 810 to 790 feet
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling equipment.

### Planned Construction

Item	Description
Project Description	A new wellness center and associated parking lot is planned to be constructed at the site.
Proposed Structure	The project includes a two-story building with a footprint of about 140 feet by 140 feet (19,600 square feet). The building will be slab-on-grade, and the southeast third of the building will require a 4-foot high retaining wall.
Building Construction	Load-bearing masonry walls or steel frame Slab-on-grade
Finished Floor Elevation	Anticipated to be near 805 feet
Maximum Loads	<ul style="list-style-type: none"> <li>■ Columns: 120 kips</li> <li>■ Walls: 8 kips per linear foot (klf)</li> <li>■ Slabs: 100 pounds per square foot (psf)</li> </ul>
Grading/Slopes	Up to 5 feet of cut and 5 feet of fill will be required to develop final grade. Final slope angles of as steep as 3H:1V (Horizontal: Vertical) are expected.

Item	Description
<b>Below Grade Structures</b>	A portion of the building in the southeast corner will be below grade approximately 4 feet, and the recessed patio in the southeast corner will be about 2 to 4 feet below grade.
<b>Pavements</b>	Paved driveway and parking will be constructed on the property. We assume both rigid (concrete) and flexible (asphalt) pavement sections will be considered.

## EXHIBIT B - SCOPE OF SERVICES

In order to develop a program of exploration that provides a geotechnical characterization that is sufficient for the planned construction, we develop an opinion of expected geotechnical conditions. This opinion is based upon information available in the public domain as well as Terracon's historical records in the vicinity of the project site. This data review allows a prediction of the geotechnical conditions that will be encountered at the site, and it provides the understanding necessary to develop our work scope for field exploration and laboratory testing.

Our opinion of **Expected Geotechnical Conditions** is based upon this data alone, without the benefit of site-specific data. Therefore, the opinions stated in this section cannot be used for design and must be confirmed with site-specific exploration.

### Information Sources

Terracon has developed concepts for developing and managing subsurface characterization data, using GIS methods for the following information:

- Publicly-available information related to:
  - Surface geology
  - Topography
  - Soil survey maps
  
- Terracon's historic information related to
  - Soil borings (including laboratory test results)
  - Groundwater information
  - Geotechnical engineering reports

### Expected Geotechnical Conditions

From the results of our review of the available data, we anticipate that the near-surface soils in the areas of the proposed wellness center are composed of higher plasticity (fat clay) soils to depths of about 5 feet below grade overlying sands extending to about 15 to 20 feet below grade. This zone is expected to be underlain by sandy lean clay (glacial till) material.

Shallow foundation support would generally be expected for structures with the assumed loads on native soils. Alternate foundation techniques such as aggregate piers or deep foundations would be considered if the soils were found to have lower strengths.

Using our opinion of **Expected Geotechnical Conditions**, along with our understanding of the project as noted in **Project Understanding**, we developed the following work scope for field exploration and laboratory testing.

## Field Exploration

OPN has requested 5 borings within the building footprint. Pavement recommendations were requested by OPN, and we recommend that an additional 3 borings be performed in the pavement areas shown on the site plan. Based on our knowledge of the soil conditions in the area, we recommend the scope detailed below.

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
5	30 feet: B-1, B-3, B-5 20 feet: B-2, B-4	Planned building area
Optional - 3	5	Planned parking/driveway area

1. Below ground surface

**Infiltration Testing:** An in-situ infiltration test will be performed in the proposed detention area to help develop recommendations in accordance with the Iowa Storm Water Management Manual. Our scope assumes the infiltration test will be performed within a depth of about 10 feet below grade. A separate hole would be drilled to the planned basin bottom depth and PVC pipe would be set into the hole to perform the in-situ infiltration testing.

**Boring Layout and Elevations:** We use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet based on the locations indicated on the Boring Plan supplied by OPN. Approximate elevations are obtained using an engineer's level from a convenient benchmark.

**Subsurface Exploration Procedures:** We advance soil borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

Our exploration team prepares field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We backfill borings with auger cuttings after the completion of delayed water level measurements. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings are dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary. We can provide this service, or grout the holes for additional fees, at your request.

### Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. Procedural standards noted below are for reference to methodology in general. In some cases, local practices and professional judgement require method variations. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

ASTM Standard	Test Description
D2488	Visual-Manual Description of Soils
D2216	Moisture Content
D4318	Atterberg Limits
D2974	Organic Content
D1140	Percent Passing No. 200 Sieve
D2166	Unconfined Compression Strength of Soil
D7263	Unit Weight of Soil
D2435	One-Dimensional Consolidation

Our laboratory testing program includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Safety

Terracon will contact the local "one-call" service for location of utilities in public easements. Locating private lines on the property is not part of the "one-call" or Terracon's scope. All private lines should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services and/or utilize geophysical equipment if required or deemed necessary. Fees associated with these additional services are

not included in our current scope of services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Employee safety is a core value of Terracon, and we are committed to an Incident and Injury-Free (IIF) workplace. This commitment is at all levels of our company to ensure that everyone goes home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Field work will be performed following Terracon-performed Pre-Task Planning and Tailgate meetings to discuss the potential safety hazards and reinforce project objectives and procedures. Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers that standard Level D Personal Protection Equipment (PPE) is appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Our field crew will make excavations into the ground, and as such, these excavations could encounter subsurface utilities and/or environmental hazards that could be harmful to our field crew. Terracon has dedicated significant time, resources and training necessary for an IIF environment, and all employees are authorized to 'stop work' if unsafe conditions are identified during the field exploration. If there is potential to encounter unknown or unmarked underground hazards, Terracon will reevaluate site conditions and propose alternative methods to proceed with the excavations to ensure the safety of our field crew. The owner/client will be consulted regarding possible alternative methods and authorization will be received from the owner/client prior to proceeding with the field work.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

## Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport** system. Upon initiation, we will provide you and your design team the necessary link and password to access the website (if not previously

registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to all project documents as they are uploaded to the site, and a collaboration portal. A typical delivery process includes three basic stages:

- Stage 1: Project Planning
- Stage 2: Site Characterization
- Stage 3: Geotechnical Engineering

When services are complete, we will upload a printable version of our complete final geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and final report will be maintained in our system indefinitely. This allows future reference and integration into subsequent aspects of our services, as the project goes through final design and construction.

The final geotechnical engineering report provides the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Groundwater levels observed during and after completion drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Subgrade preparation/earthwork recommendations
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Lateral earth pressure recommendations
- Recommended pavement options and design parameters

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in [Exhibit A](#) and our planned scope of services outlined in [Exhibit B](#), our lump sum fee is shown in the following table:

Task	Lump Sum Fee
Base scope – perform five requested borings, one in-situ infiltration test, laboratory testing, and reporting	\$6,000
Infiltration testing – additional in-situ infiltration tests <sup>1</sup>	\$500 per location
Additional borings (3 recommended) – up to 10 feet in depth <sup>2</sup>	\$200 per boring
Additional borings – between 10 and 20 feet in depth <sup>2</sup>	\$400 per boring

<sup>1</sup> Fee includes drilling additional hole, materials, performing test, and reporting.  
<sup>2</sup> Fees include limited laboratory testing (moisture content and unconfined compression strength, as appropriate). Reporting would be combined with the base scope for a single report.

Our scope of services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services. If borings are performed when crops are planted, a crop damage agreement should be established between the Client and crop owner prior to subsurface exploration.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require scope of services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the [Supplemental Agreement for Services](#) form.

### Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed <sup>1,2</sup>
Project Planning	3 days

<b>GeoReport Stage</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Site Characterization	15 days
Geotechnical Engineering	25 days

<sup>1</sup> Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.

<sup>2</sup> We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D - SITE LOCATION and NEARBY GEOTECHNICAL DATA

Mount Vernon Wellness Center in Mount Vernon, Iowa

July 25, 2017 in Terracon Proposal No. P06175117

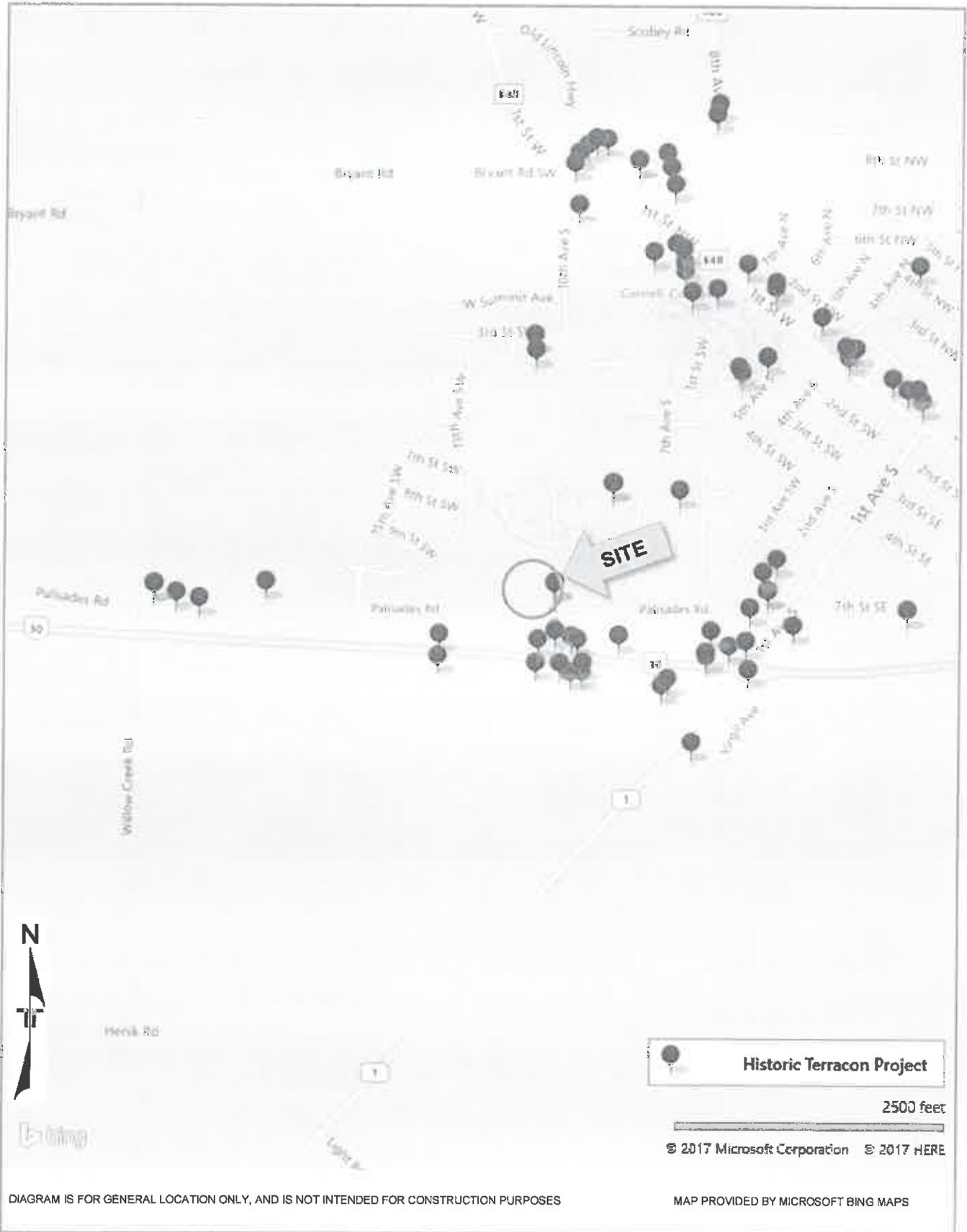
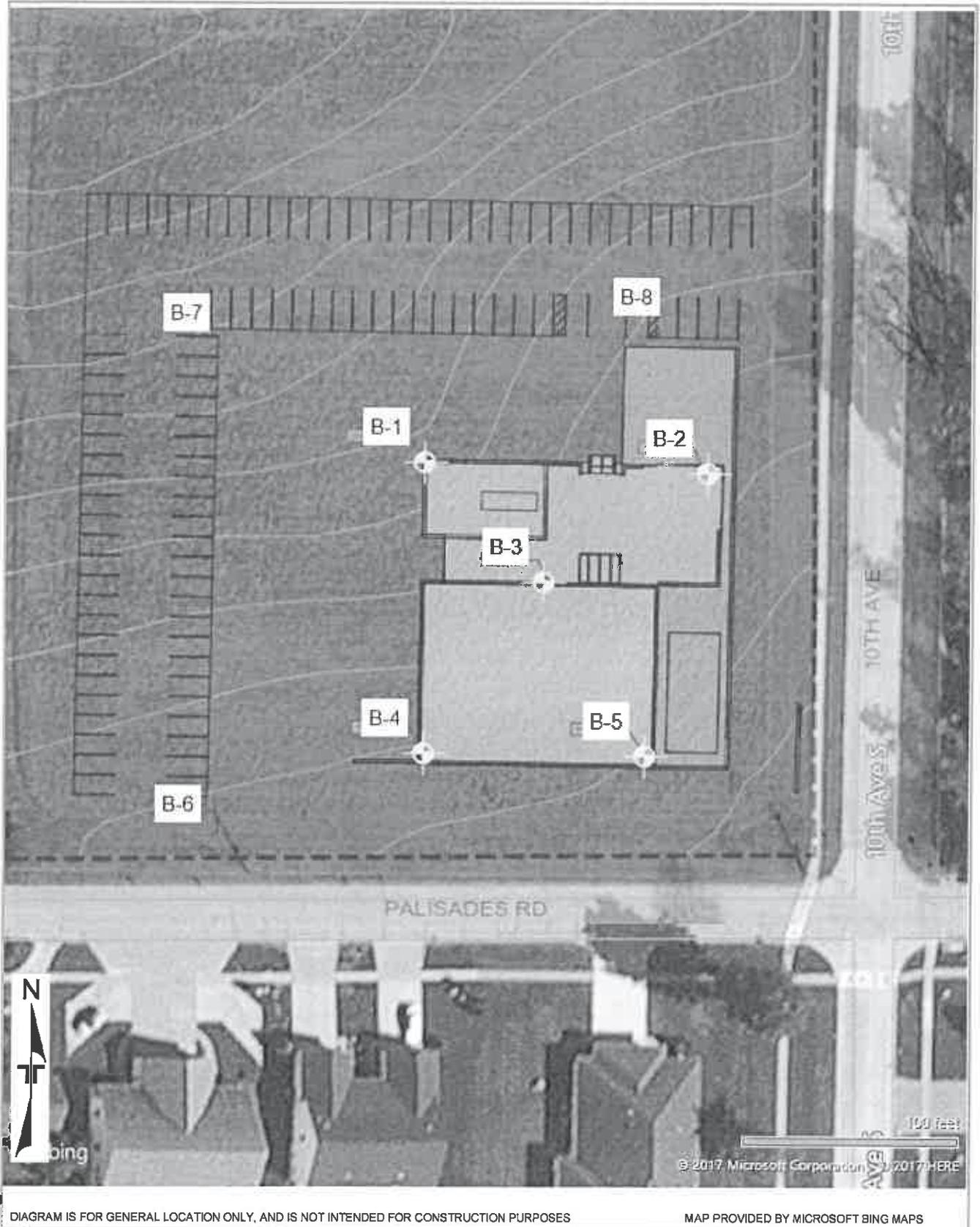


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



**AGENDA ITEM # J – 7**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	September 4 Council Meeting
<b>ACTION:</b>	Motion

**SYNOPSIS:** The first meeting in September falls on the Labor Day holiday. Staff would suggest moving the Council meeting to Tuesday or Wednesday of the same week.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

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



**Mount  
Vernon**  
IOWA

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

**Jamie Hampton, Mayor**

**Council:**

**Eric Roudabush**  
**Paul Tuerler**  
**Marty Christensen**  
**Scott Rose**  
**Tom Wieseler**

**JULY 2017**  
**POLICE REPORT**

**Vehicle Collisions**

There were 8 reported collisions in July. At Hwy 1 & 2<sup>nd</sup> St N there were two vehicles travelling north on Hwy 1, when a vehicle braked to turn left onto 2<sup>nd</sup> Street. This caused a chain reaction of braking vehicles, resulting in 1 vehicle failing to stop in assured clear distance and colliding with the vehicle in front of them. Damage was estimated at \$3,000 and no injuries were reported. During Heritage Days while 3<sup>rd</sup> Ave N was barricaded at 1<sup>st</sup> Street, a vehicle was backing onto 3<sup>rd</sup> Ave NW from the Presbyterian Church driveway. While backing, the vehicle collided with a parked car on 3<sup>rd</sup> Ave NW. Damage was estimated at \$1,500 and no injuries were reported. The next collision occurred in the North City Parking Lot during Heritage Days. This collision resulted when a vehicle was backing and struck a legally parked car. Damage was estimated at \$2,700 and no injuries were reported. At Hwy 1 & 30 roundabout a collision occurred when a vehicle travelling east on Hwy 30, failed to yield right of way to a vehicle that was proceeding southbound on Hwy 1 in the roundabout. Damage was estimated at \$3,500 and no injuries were reported. On Crestview Drive a vehicle was backing out of the driveway and collided with a legally parked vehicle. Damage was estimated at \$1,450 and no injuries were reported. At Gary's Food parking lot a vehicle was pulling out of a parked location, and cut the turn to sharp, colliding with the parked vehicle next to them. Damage was estimated at \$3,000 and no injuries were reported. On 1<sup>st</sup> Street West at 5<sup>th</sup> Ave a three vehicle collision occurred when a vehicle travelling south on 5<sup>th</sup> Ave NW failed to stop at the stop sign, entered the path of a vehicle that was travelling west on 1<sup>st</sup> Street. Both vehicles collided and ran into a vehicle that was eastbound on 1<sup>st</sup> St, waiting to turn left onto 5<sup>th</sup> Ave NW. Damage was estimated at \$6,000 and no injuries were reported. At Hwy 1 & 30 a bicyclist was travelling north on Hwy 1 from south of Hwy 30. The cyclist had entered the intersection and was traversing the roundabout when a vehicle travelling west on Hwy 30 approached the intersection, failed to yield to the bicyclist, and proceeded into the traffic circle, colliding with the cyclist. The cyclist was transported by ambulance to the hospital when she was treated and released for minor injuries. Damage was estimated at \$3,500.

**Incidents/Arrest**

There were 31 reported incidents in July, including: theft, possession of a stolen vehicle, check fraud, interference with official acts, OWI, Hit & Run, trespassing, fraudulent registration, public intoxication, counterfeit currency, animal bite (x2), driver's license violation, harassment, indecent exposure, assault, violation of a protection order, and identity theft. The reported incidents resulted in 7 arrests. The charges include: Assault on a police officer, theft of motor vehicle, criminal mischief, eluding, driving while revoked (x2), interference with official acts, OWI, public intoxication, assault, and violation of a protective order.

**Community Service:**

- Assisted with Heritage Days as needed.
- Chief Shannon assisted the Marching Mustangs during Heritage Days by volunteering to sit in the dunk tank.



**Mount  
Vernon**  
IOWA

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

**Jamie Hampton, Mayor**

**Council:**

**Eric Roudabush**  
**Paul Tuerler**  
**Marty Christensen**  
**Scott Rose**  
**Tom Wieseler**

- Chief Shannon met with Mount Vernon Superintendent Dr. Greg Batenhorst regarding police and school programs, needs, and desires.
- Chief Shannon attended the 911 Service Board meeting, where the City of Marion was granted funding to assist with an independent study regarding consolidation of Linn County PSAP's (Public Safety Answering Point).

**Training**

- Officer Daubs attended Field Training Officers class hosted by the National Association of Field Training Officers. The training was held in Tama, Iowa.

**GTSB**

In July 2017 officers worked 30 hours of STEP resulting in 1 OWI arrest, 1 OWI contact, 1 arrest for driving while suspended/revoked, and 1 felony arrest for possession of stolen vehicle, eluding, criminal mischief, and assault on a police officer; 4 speed violations, 1 stop sign violation, 4 registration violations, 3 equipment violations, 1 other traffic violation.

**LISBON**

Per the 28E agreement our department provided the following service to Lisbon in July 2017:

- Patrol: 1,805 minutes
- Calls for service: 300 minutes (7 calls for service)
- Administrative time: None

**Total time for June: 35.08 hrs: \$1,403.33.**

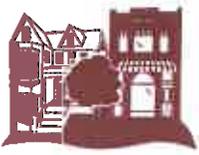
Lisbon was invoiced for 28E services in May, June, & July 2017. **Total time: 148.87 hours; \$5,954.66.**

**PERSONNEL**

The department received 14 applications for employment. Two applicants are currently ILEA Certified police officers. Testing for the non-certified officers was conducted on August 5<sup>th</sup> at 8:00 am at Cornell College Small Sports Center.

Respectfully Submitted,

Chief of Police



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

**Jamie A. Hampton, Mayor**

**Council:**

**Eric Roudabush**  
**Paul Tuerler**  
**Marty Christensen**  
**Scott Rose**  
**Tom Wieseler**

**Public Works Report**  
**August 21, 2017**

***Streets***

City crews have removed the babbling brook in the Stonebrook area. This area was a maintenance night mare. Crews were able to grade and seed this area. Getting grass to grow in the summer could pose a problem, we are currently watering the area as needed. This tends to promote weed growth but hopefully the seed will take and we will be able to eventually kill off the weeds.

Crews have finished grading and seeding the 10<sup>th</sup> Avenue and Palisades Road project. The contract was for city crews to grade and seed the area. This is something city staff is looking to change in the future. Seed has been placed and will be watered as needed.

Kluesner Construction recently completed crack sealing city streets in the Wolfe Martin area, the Stonebrook area, the Subway area, and the Oak Ridge area. While in town city staff also asked if they could add the city hall parking lot to this project. The fear was if the city hall parking lot was not crack sealed it may have ended up like the alley uptown.

***Storm Water***

City crews have completed 2 new storm water inlets. The inlets are near 620 5<sup>th</sup> Avenue SW on the west side of the street and also 421 4<sup>th</sup> Avenue SW on the north side of the street. The existing inlets were built out of brick, this is no longer an acceptable practice. The two new storm water inlets are built out of concrete to the SUDAS/IDOT standards. While replacing the inlets crews also removed bad panels along with curb and replaced them.





---

Parks and Recreation Department  
Directors Report  
July 15, 2017 – August 15, 2017

Parks

- ***Evan Tvedt, a local Eagle Scout, will be completing his dock project the weekend of September 2<sup>nd</sup>. We look to install the dock the following week.***
- ***Nick Nissen and I will be meeting soon to discuss Park and Rec Fall projects.***
- ***We hope to have a formal trail proposal at a September Council meeting for a trail to be built in Fall 2017. We will be discussing at the Park and Rec Board meeting on August 15<sup>th</sup>.***

Sports

- ***The NFL sent a letter back in April to all State Chairs of the NFL Punt Pass and Kick stating that they will no longer be funding or supporting the program nationwide. MV Park and Rec will continue to offer this program in the fall for our local youth as we see it as a great program.***
- ***Flag Football and Fall Soccer practices will begin week of August 21<sup>st</sup> and games will begin week of September 4<sup>th</sup>.***

Pool

- ***The pool use has been pretty steady. Some colder temperatures have caused the pool to close a couple of times early due to not meeting our minimum attendance requirements.***
- ***Pool Triathlon took place on July 16<sup>th</sup>. A total of 17 participants competed and showed some great final times in the events.***

Misc

- ***Art Camp hosted 8 participants and Lego Robotics Team registration has started and they will kick off their season on August 20<sup>th</sup> with a parent meeting.***

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

**AGENDA ITEM # L – 1**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Wells and Septic System Usage
<b>ACTION:</b>	None

**SYNOPSIS:** There will be a meeting to discuss this issue prior to the Council meeting. I have left this here as a placeholder in case further discussion and direction were needed. I have also attached a series of minutes that discuss a six month moratorium on septic systems north of the railroad tracks. There was also discussion surrounding a sewer study that was to be completed by the then City Engineer. I do not have information on the status of that study at this time.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

previously discussed by Peterson. Wildenberg seconded this motion. All approved.

Peterson then specifically explained the first major change. He stated that the Conditional Use Permit would be allowed for businesses such as beauty and barber shops in the Town Center and Urban Corridor districts. Wischmeyer commented that this proposed change accurately reflects their work session discussion. Wildenberg made a motion to recommend approval of the proposed changes of 611A in the Zoning Ordinance to City Council. Hileman seconded this motion. All approved.

Peterson went on to specifically explain the second major change of establishing criteria for rezoning requests. He explained that requests for rezoning would need to prove, using this criteria, that the reclassification is more appropriate than the current zoning. After questions regarding several criteria items, Hileman stated that he is opposed to establishing criteria for rezoning requests completely. He explained that this is a fundamental legislative power designated to each city by the Code of Iowa. Hileman added that he does not feel that the City of Mount Vernon should restrict itself beyond this designated power. Wildenberg suggested discussing this issue further during the next work session. Members agreed with this suggestion.

6. Public hearing and possible action on Hoffman First Addition Minor Subdivision. Wolfe made a motion to open this public hearing. Hileman seconded this motion. All approved.

Boggs began by stating that Hoffman would like to subdivide his property along Scoby Road while allowing access to his farm land to the north. He explained that the area has water service but no sewer service. Boggs then suggested a waiver of assessment for sidewalks since the road is not paved and no other sidewalks are present. Peterson agreed that he is in favor of the waiver of assessment. He then stated that they are still in the process of discussing the land dedication requirement and signing an acknowledgment that would require hooking onto the City sewer when it is made available within 100 feet of the property. Hileman responded that he is not sure that this subdivision meets minor subdivision requirements since it is not fully served by public utilities. Peterson commented that a variance for this has been requested specifically for Lot 1.

Wischmeyer asked if there were any plans to extend the sewer. Beimer responded that there are no current plans for extension because of the lack of development in this area. Hileman then expressed his concern with other lots in the area being developed with septic systems. Wolfe stated that he does not have a problem with the development of Lot 1 that is along Scoby Road but agreed that he also has concerns with additional development. Hileman added that Out Lot A is also a concern because it does not meet minor subdivision requirements. Wildenberg agreed.

Wildenberg made a motion to close this hearing. Wolfe seconded this motion. All approved.

Wolfe made a motion to recommend approval of Hoffman First Addition as a minor subdivision to City Council. This motion died for lack of second.

Hileman then made a motion to recommend disapproval of Hoffman First Addition as a minor subdivision due to Out Lot A to City Council. Wildenberg seconded this motion. Hileman approved, Wildenberg approved, Wolfe approved, and Wischmeyer opposed for a final vote of 3-1. Motion carries.

7. Discussion and possible action to set public hearing for rezoning the Kraus property at

5. Discussion and possible action on Hoffman First Addition Minor Subdivision. Peterson noted that, after the recommendation that was made by the Commission not to approve the Hoffman First Addition Minor Subdivision during their last meeting, Hoffman made revisions to this plat before the City Council meeting according to the concerns that were raised. He explained that City Council has sent the revised plat back to Planning and Zoning for their review. Boggs reported that the main concerns raised were the septic system and that all lots meet minor subdivision requirements. He stated that lots now meet minor subdivision requirements and proper documentation for a septic system on Lot 1 has been provided. Boggs explained that a septic system is the only available option at this time. Wischmeyer stated that she is concerned with the long term future effects of one or two lots being developed in this area from time to time with septic systems. Dave Rotschafer then reported that there may be a need to drill a well north of the railroad tracks in the future for the City's water supply system. He explained that, if septic systems are continued with development to the north, this would make drilling in this area difficult. One resident responded that he thought the drilling site for this future well would be well over a mile away. Rotschafer responded that the exact location of this well has not been determined. Wischmeyer stated that, if this subdivision is approved, she would like the City to consider the big picture with regard to future groundwater concerns. Wildenberg commented that he would like a plan to deal with this issue. He asked at what point should they draw the line with allowing septic systems. Snavelly agreed that this is a valid concern. Snavelly then made a motion to approve the recommendation of Hoffman First Addition Minor Subdivision with the variation to allow one septic system on Lot 1 to City Council. Wolfe seconded this motion. Snavelly approved, Wolfe approved, Wischmeyer approved, and Wildenberg opposed for a final vote of 3-1. Motion carries.
6. Report from Andy Wildenberg regarding the July 17, 2006 City Council meeting; report from Jenna Wischmeyer regarding the July 31, 2006 City Council meeting. Wildenberg reported that, due to the revisions for Hoffman First Addition Minor Subdivision, there was some confusion regarding how to handle revisions due to comments from the Planning and Zoning Commission. He then reported that City Council also had concerns with development north of the railroad tracks. Wischmeyer reported that there had been some discussion regarding rezoning requests. She explained that City Council members were in agreement with requiring a quorum when taking action on such requests.
7. Attendance of Commission member at August 21, 2006 and September 4, 2006 City Council meetings. It was determined that Hileman would attend the August 21, 2006 meeting, and Wolfe would attend the September 4, 2006 meeting.
8. Adjournment. This meeting was adjourned at 9:10 p.m. on August 2, 2006.

Respectfully submitted by Christine Rodman, Secretary - August 7, 2006

department heads. NIMS keeps a list of persons certified in the requisite categories and are listed online at the NIMS site. The purpose of NIMS is to standardize procedures nationally and also in the event of a catastrophe that would involve funding the City of Mount Vernon would be eligible for funds if it was NIMS compliant. Motion then made by Moore, seconded by Rud to approve resolution. Roll call all yes.

18. Open forum: each citizen limited to 5 minutes per discussion item.
20. Discussion and possible action on a recommendation from Planning and Zoning concerning a possible six month moratorium on approval of any plats north of the Union Pacific railroad within the corporate limits of Mount Vernon. Motion made by Moore, seconded by Christensen to open this item for discussion. City Administrator Beimer read the following memo from Planning and Zoning to City Council dated September 12, 2006. "At the September 6, 2006 Planning and Zoning meeting, commissioners discussed planning issues surrounding development in the City north of the railroad tracks. Dan Boggs indicated that he is moving forward with a study to project the cost and time needed to provide sanitary sewer to this area. In addition, he will look at the impact of adding sewer lines to the existing sewer infrastructure on the north side of town. Dan estimated that six months would be a reasonable amount of time to complete this study. Commissioners voted four to one to recommend that Council not approve plats north of the railroad tracks for six months or until Dan Boggs completes his report, whichever is sooner." Commission member Andy Wildenberg said that the septic system issue is primarily the issue driving this discussion and Planning and Zoning is concerned about the "creeping" of septic systems. City Engineer Dan Boggs said that north of the tracks is part of the issue of the whole north side concerning sanitary sewer hydraulic capacities and costs to repair. Council member Moore questioned whether or not the annexation of 20 plus years ago was voluntary or involuntary. If involuntary, Moore said, City services should have been provided to the annexed areas. Mayor Pro Tem Hoffmann said that the City needs to take a proactive approach to determine what is in the best interest of the City. City Attorney Scott Peterson said currently land west of Springville Road is zoned Rural Residential and land east of Springville Road is zoned Traditional Residential. The question then arose about what Planning and Zoning's role is in planning for this development and what is Council's role in planning for this development. Reporter Abbi Swanson then asked Scott Peterson if Council could legally impose a moratorium. Peterson responded that septic systems are not permitted except by Council approval and Council has the authority to take out this exception language unless there is access to sanitary services north of the railroad tracks. The exception for allowing septic systems would apply only to minor subdivisions as major subdivision require hooking up to sanitary services. Peterson continued that Council could say no more septic systems in the City limits would be allowed, period, and if so what is the commitment of the City to provide City services? Mayor Pro Tem Hoffmann then recommended that this item be placed for further discussion on the next Council agenda on October 2, 2006.

Motion to adjourn made by Christensen, seconded by Rud. Carried all.

9/18, 2006

- month would not be applicable. Motion made by Moore, seconded by Christensen to approve. Carried all.
8. Request for cigarette permit: Plaza Auto Auction. Motion made by Hoffmann, seconded by Rud to approve. Carried all.
  9. Request for new liquor license: Don Mar Lanes. Motion made by Rud, seconded by Hoffmann to approve. Carried all.
  10. Mayoral Proclamation: Character Counts Week.
  11. Third and final reading of Ordinance #9-5-2006A: An Ordinance amending the Code of Ordinances of the City of Mount Vernon, Iowa, 2006, by amending provisions pertaining to sewer service charges. Motion made by Christensen, seconded by Moore to approve. Roll call all yes.
  12. Third and final reading of Ordinance #9-5-2006B: An ordinance amending the Code of Ordinances of the City of Mount Vernon, Iowa, 2000: "Re-classification of zoning for property at 1108 First Avenue NE from LIMITED COMMERCIAL TO LIMITED INDUSTRIAL"; and amending the official zoning map. Motion made by Rud, seconded by Moore to approve. Roll call all yes.
  13. Request from Helen Danforth for water/sewer adjustment on high utility bill. No action was taken on this request. Staff will determine by the next Council meeting if water had seeped into a crawl space rather than gone down the drain, as it appeared that the water softener had been leaking causing the recent high water and sewer bill. Staff will report back to Council at the next regularly scheduled Council meeting.
  14. Request to set time and date to decide when to hold interviews to fill two vacancies on Planning and Zoning. Motion made by Hoffmann, seconded by Christensen to set interviews at 7:30 p.m., October 4, 2006, twenty minutes apart for the two applicants that have applied. (The following day it was discovered that one of the applicants would be out of town on October 4, 2006; subsequently, interviews will be held at 6:30 p.m. on October 16, 2006 pending Council approve.)
  15. Request to set time and date for public hearing on ordinance designating certain administrative fees for City water utilities. Motion made by Christensen, seconded by Moore to set public hearing at 7:45 p.m., October 16, 2006. Carried all.
  16. Resolution #10-2-2006A: A Resolution accepting dedication of improvements for Stonebrook Fourth Subdivision to the City of Mount Vernon, Iowa.
  17. Discussion and possible action on a recommendation from Planning and Zoning concerning a possible six month moratorium on approval of any plats north of the Union Pacific railroad within the corporate limits of Mount Vernon. Christensen pointed out that this should be a joint effort between Planning and Zoning and Council and if need be the City should bring in outside consultants with a well thought out document requiring a vast amount of research. Hoffmann said that Planning and Zoning is asking for a vision from Council concerning the northern portion of the City and she believed that Planning and Zoning could do much of the work with the appropriate expert advice of our City Engineer, as he is qualified to give options for public services of that area of the community. The question was then asked of Engineer Dan Boggs whether such a document could be produced within six months. Boggs replied that he will have to commit himself to the next six months. Boggs then said he would have to reorganize his priorities, which previously were culvert repairs, Phase II Water Improvements and a sewer hydraulic study on the north side of town. Christensen pointed out that there is a direct relationship between the aging facility on the north side of town and

10/4, 2006

**Planning and Zoning Commission  
City of Mount Vernon**

September 6, 2006 - 7:30 PM - City Hall

The Mount Vernon Planning and Zoning Commission met on September 6, 2006, at 7:30 p.m. with the following members present: Jenna Wischmeyer, Joel Wolfe, Dick Snavely, Rich Hileman, and Andy Wildenberg. Member absent: Kevin Holub. Also in attendance: Mike Beimer, Scott Peterson, Dan Boggs, and Perry Gruver. At 7:30 p.m. Chairman Jenna Wischmeyer called the meeting to order.

1. Consideration of September 6, 2006 agenda. The agenda for the September 6, 2006 meeting was approved as distributed.

Consideration of minutes for the August 2, 2006 meeting. Meeting minutes for the August 2, 2006 meeting were approved as distributed.

2. Open Forum: each citizen is limited to 5 minutes per discussion item. Peterson noted that there has been a question raised at the City Council level as to whether the Planning and Zoning Commission should have a role in recommending approval of stop signs and traffic lights. He explained that the Iowa Department of Transportation has conducting a study of the Highway 30/Highway 1 intersection and has prepared a draft copy for the City. Wildenberg stated that he would like to see a copy of this draft. Members agreed. Boggs then offered to send members an electronic copy of the draft.

Wischmeyer reported that Kevin Holub has submitted his letter of resignation to the Planning and Zoning Commission. She informed members that a letter of appreciation for his years of service on the Commission would be sent by the City Administrator. Wischmeyer then announced that there are currently two available positions on the Planning and Zoning Commission.

3. Zoning Administrator's Report. Gruver provided this report to members. He clarified that, in the nuisance abatement category, this mainly refers to the Ron Randall complaints. Wildenberg then asked for information regarding the Cornell College permit request. Gruver responded that this permit request was originally denied. He explained that the Board of Adjustment later granted the college a variance for the permit which was then approved.

4. Set public hearing for a minor boundary change requested by Gary Ulch. Hileman made a motion to set the public hearing for a minor boundary change as requested by Gary Ulch on October 4, 2006 at 7:30 p.m. Wolfe seconded this motion. All approved.

This motion was later amended by Wildenberg. Wildenberg made the motion to set the public hearing for a minor boundary change as requested by Gary Ulch during the regularly scheduled October 2006 Planning and Zoning Commission meeting. Hileman seconded this motion. All approved.

Discussion and possible action regarding planning issues surrounding development north of the railroad tracks. Boggs began this discussion by reporting that City Council has requested that he conduct a study and formally recommend a plan of action for the existing sanitary sewer trunk line to determine the impact of additional use if the trunk

line is extended to the development north of the railroad tracks. He explained that this recommendation would include costs and a time line. Wildenberg asked when his assessment would be complete. Boggs responded that this should be completed sometime early next year. One concerned resident from this development stated that he would like to know when the City planned to bring sanitary service to this neighborhood. He explained that the area was annexed twenty plus years ago with no future plan to bring this service to them. This resident then commented that he is now in the process of selling a portion of his land for development. Wolfe responded that the City should have some responsibility to bring such services to the development if they will not allow any additional housing to be built in the area. Peterson then suggested that Planning and Zoning make a recommendation to City Council on how to handle future subdivision requests for this area. Wischmeyer agreed with the suggestion of having a plan in place for future subdivision requests. Snavelly suggested imposing standards that include density and lot size that would allow for limited development. Wolfe responded that he thinks the Commission requires more information from the Boggs' assessment before a recommendation is made to City Council. He commented that he does not feel that six months is too long to wait. Hileman stated that additional development should only be allowed when and if the City continues sanitary service to the area. He explained that new services were brought to the Stoner development, and the same protocol should be implemented throughout the City. Wildenberg agreed and expressed his concerns regarding septic systems within city limits. Wischmeyer then suggested making the recommendation to City Council that no further development be allowed north of the railroad tracks until the Boggs assessment is available for review. Gruver additionally suggested, using the Stoner development preliminary planning conferences as an example, developing a plan for City Council of how the entire area should be developed as a whole during the interim. After no further discussion, Wildenberg made a motion to recommend that City Council not approve any additional development north of the railroad tracks for the next six months or until the assessment from Boggs has been received. Wolfe seconded this motion. Wildenberg approved, Wolfe approved, Snavelly approved, Wischmeyer approved, and Hileman opposed with a final vote of 4 - 1. Motion carries.

6. Update on status of ordinance revisions and discussion regarding next work session. Wischmeyer asked if members would like to continue scheduling work sessions for ordinance revisions. Members were in general agreement with scheduled work sessions. The next work session was scheduled on Saturday, October 14, 2006 at 8:00 a.m.
7. Report from Rich Hileman regarding the August 21, 2006 City Council meeting; report from Joel Wolfe regarding the September 5, 2006 City Council meeting. Hileman noted that there was nothing additional to report due to their previous discussion of the planning issues surrounding development north of the railroad tracks.
8. Attendance of Commission member at September 18, 2006 and October 2, 2006 City Council meetings. It was determined that Wildenberg would attend the September 18, 2006 meeting, and Snavelly would attend the October 2, 2006 meeting.
9. Adjournment. This meeting was adjourned at 9:00 p.m. on September 6, 2006.

Respectfully submitted by Christine Rodman, Secretary - September 11, 2006

**AGENDA ITEM # L – 2**

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

<b>DATE:</b>	August 21, 2017
<b>AGENDA ITEM:</b>	Amending the Ambulance 28E
<b>ACTION:</b>	None

**SYNOPSIS:** Members of the Mt. Vernon/Lisbon Ambulance Service have requested representation to the Board of Directors. Currently, there are four board members that are appointed to represent each community. After discussion with the Mayor, staff would recommend adding a member to the Board of Directors to be filled by an active member of the service. Both City's would have to agree to the change.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** 28E

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 8/18/17

**BY-LAWS  
OF THE  
LISBON-MOUNT VERNON AMBULANCE SERVICE**

**ARTICLE I  
OFFICES**

The principal office of the Corporation shall be located at 730 1<sup>st</sup> St. SE, Mount Vernon, Iowa. The Corporation shall have such other offices within Linn County, Iowa, as the Board of Directors may determine from time to time.

**ARTICLE II  
MEMBERS**

SECTION 1. CLASSES OF MEMBERS: There shall be one class of members. The members shall be the incorporated Town of Lisbon, Iowa, and the incorporated Town of Mount Vernon, Iowa.

SECTION 2. VOTING RIGHTS: Each member shall have the full and sole and unrestricted authority to appoint an equal number of directors to the Board of Directors of the Corporation. Upon the resignation or expiration of the term of a director, the member who appointed said director shall have the sole, exclusive, and unrestricted authority to appoint a replacement director and fill the vacancy on the Board of Directors of the Corporation. The action of the members in appointing directors shall be accomplished by and through the appropriate action of their respective Town Councils.

**ARTICLE III  
MEETINGS OF MEMBERS**

SECTION 1. ANNUAL MEETING: An annual meeting of the members shall be held at the principal office of the Corporation, or at any other appropriate place designated by the Board of Directors and located within the boundaries of either of the two members, at a date and time to be established by the President of the Board of Directors, for the purpose of appointing directors, and for the transaction of any other business as may come before the meeting. If the appointment of directors is not accomplished at the annual meeting, or at any adjournment thereof, the President of the Board of Directors shall convene a special meeting of the members to accomplish said appointments.

SECTION 2. SPECIAL MEETING: Special meetings of the members may be called by the President, the Board of Directors, or either of the members at a place designated by the Board of Directors. If no designation is made, the place of the meeting shall be the principal office of the Corporation, but if all of the members shall meet at any time and place, either within or without Linn County, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 3. NOTICE OF MEETING: Written or printed notice stating the place, day and hour of any meeting of members shall be delivered to the city administrator or the mayor of each member, not less than two days before the date of such meeting. In the case of a special meeting or when required by statute or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed to be delivered when deposited in the United States mail addressed to the particular city administrator or mayor, with postage thereon prepaid.

**ARTICLE IV  
BOARD OF DIRECTORS**

SECTION 1. GENERAL POWERS: The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of the incorporated towns of Lisbon or Mount Vernon, Iowa.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS: The number of directors shall be eight. Directors shall be appointed at the annual meeting of members, and the term of office of each director shall be until the next annual meeting of members and the appointment and qualification of his/her successor.

SECTION 3. REGULAR MEETINGS: A regular meeting of the Board of Directors shall be held without any other notice than this By-Law, immediately after, and at the same place as the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the Corporation, or at any other appropriate place designated by the Board of Directors and located within the boundaries of either of the two members.

SECTION 4. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by or at the request of the President or any two directors, and shall be held at the principal office of the Corporation, or at such other place as the directors may determine.

SECTION 5. NOTICE: Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally, by e-mail or by postal mail addressed to each director at his address as shown by the records of the Corporation. If delivered by postal mail, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice at such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. BOARD DECISIONS: The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws. Decisions meant to establish permanent policies may be incorporated into subsequent revisions of these By-Laws or appended thereto.

SECTION 8. VACANCIES: Any vacancy occurring in the Board of Directors shall be filled as provided heretofore in these By-Laws. The member which appointed the director wherein the vacancy exists, shall have the sole, exclusive, and unrestricted authority to appoint a successor director and fill the vacancy.

SECTION 9. COMPENSATION: Directors shall not receive any compensation or salary for their services. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

## **ARTICLE V OFFICERS**

SECTION 1. OFFICERS: The officers of the Corporation shall be the President, Vice-President, Secretary, Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

SECTION 2. ELECTION AND TERM OF OFFICE: The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of its officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be

created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor has been duly elected and qualified.

SECTION 3. REMOVAL: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

SECTION 4. VACANCIES: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. POWERS AND DUTIES: The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board of Directors. In the absence of such specifications, each officer shall have the power and authority, and shall perform and discharge the duties of officers of the same title serving in nonprofit corporations having the same or similar general purposes and objectives as this Corporation.

SECTION 6. COMMITTEES OF DIRECTORS: The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

#### **ARTICLE VI MEDICAL DIRECTOR**

SECTION 1. APPOINTMENT AND TERM OF OFFICE: The Medical Director shall be appointed by the Board of Directors and shall serve at the pleasure of the Board.

SECTION 2. QUALIFICATIONS: The Medical Director shall have those qualifications required by applicable laws and regulations.

SECTION 3. POWERS AND DUTIES: The Medical Director shall supervise the medical operations of the Lisbon-Mount Vernon Ambulance Service consistent with all applicable laws and regulations.

#### **ARTICLE VII EMS DIRECTOR**

SECTION 1. APPOINTMENT AND TERM OF OFFICE: The EMS director shall be appointed by the Board of Directors and shall serve at the pleasure of the Board.

SECTION 2. QUALIFICATIONS: The EMS Director shall have those qualifications deemed necessary by the Board of Directors including those qualifications required by law for the performance of her/his duties.

SECTION 3. POWERS AND DUTIES: The EMS Director shall have chief executive authority over and responsibility for day-to-day management of the Lisbon-Mount Vernon Ambulance Service. The Director shall recruit, train, supervise, nurture, and evaluate ambulance volunteers and other employees; assure compliance with governmental requirements, quality assurance protocols, policies adopted by the Board of Directors, and decisions of the Medical Director; oversee the financial affairs of the service, including financial accounting, grant applications, budgeting, and long-term planning; respond to emergency calls as needed; prepare the annual report to shareholders; and represent the Ambulance Service to the shareholder communities, to other governmental agencies, to EMS associations, to EMS partners (including law enforcement, fire services, and education providers), and to the media.

#### **ARTICLE VIII VOLUNTEERS**

SECTION 1. APPOINTMENT: Individuals shall be appointed or removed by the EMS Director in consultation with the elected leadership of the volunteers.

SECTION 2. OFFICERS: The volunteers are authorized to elect such officers as they shall see fit to efficiently execute their responsibilities and represent their interests.

SECTION 3. RESPONSIBILITIES: The Lisbon-Mount Vernon Ambulance volunteers shall execute their individual and collective responsibilities under the general direction of the EMS Director and consistent with all applicable laws and regulations, the decisions of the Medical Director, and the policies of the Board.

**ARTICLE IX**  
[reserved]

**ARTICLE X**  
**BUDGET**

SECTION 1. RULES OF PROCEDURE: The Executive Budget shall be privileged. Its receipt, and subsequent discussion and action germane thereto, shall be scheduled for the last regular Board meeting of the fiscal year and placed on the Agenda immediately after consideration of the minutes and any other business that is prerequisite to acting on the budget. The Executive Budget is advisory only, and the Board of Directors retains the authority to adopt any budget by majority vote.

SECTION 2. BUDGET AUTHORITY: Once adopted by the Board of Directors, the budget creates the authority for the EMS Director, or the Director's delegate, to expend funds consistent with the budget during the fiscal year.

SECTION 3. CONTINGENCY FUNDS: The Board may budget one or more contingency funds. Unless specified otherwise, contingency funds shall be reprogrammed to regular budget categories as necessary by the EMS Director, who shall in a timely fashion notify the President of the Board.

SECTION 4. AMENDMENTS: At any time, by majority vote, the Board of Directors may amend the budget or authorize expenditures outside the budget.

**ARTICLE XI**  
**CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

SECTION 1. CONTRACTS:

A. *Procurement Contracts*. Contracts shall be executed for the procurement of goods and/or services, other than routine supplies. Said contracts shall include descriptions in appropriate detail of the goods and/or services to be procured and a firm, fixed price for those goods and/or services. Catalog descriptions, catalog prices, and orders made pursuant thereto shall be deemed to satisfy this requirement.

B. *Multiple Proposals*. When the dollar value of a procurement contract is expected to exceed five hundred dollars and there are multiple suppliers for the goods and/or services to be procured, multiple contract proposals shall be solicited consistent with the provisions of paragraph A. Nothing in this section shall be construed to require that contracts be awarded to the lowest bidder.

C. *General Authority*. Nothing in this section shall be construed to limit the authority of the Board of Directors to authorize any person or persons, in addition to the officers authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or it may be confined to specific instances.

SECTION 2. CERTIFICATION OF EXPENDITURES: Prior to payment, the EMS Director shall examine every bill and, by his/her signature, approve payment of those found to be appropriate and consistent with the budgetary decisions of the Board of Directors.

SECTION 3. CHECKS, DRAFTS OR ORDERS: All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation, shall be signed or otherwise approved by such officer or officers, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer, and countersigned by the President of the Corporation. If either the Treasurer or President be unavailable, such instruments may be signed or otherwise approved by any other Board Officer. In the case of electronic fund transfers (EFTs), each of the designated Board Officers shall approve and sign a written record of the transfers to be made. The second of the two will verify in writing that the payments entered into the EFT system are identical to those on the written record and that he or she has observed the initiation of the EFTs.

SECTION 4. DEPOSITS: All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select. Officers of the Board of Directors are authorized to enter into agreements on behalf of the Corporation with banks, trust companies, and other depository institutions, and those agreements currently in force shall be appended to these By-Laws.

SECTION 5. GIFTS: The Board of Directors may accept on behalf of the Corporation, any contribution, gift, bequest or devise for any purpose of the Corporation.

#### **ARTICLE XII BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, committees having and exercising any of the authority of the Board of Directors, and all such books and records shall be kept at the principal office of the Corporation. All books and records of the Corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

#### **ARTICLE XIII FISCAL YEAR**

The 2014 fiscal year of the Corporation shall run from January 1, 2014 through June 30, 2015. Thereafter the fiscal year of the Corporation shall run from July 1 through June 30.

#### **ARTICLE XIV SEAL**

The Corporation shall have no seal.

#### **ARTICLE XV WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of Chapter 504A of the Code of Iowa, or under the provisions of the Articles of Incorporation or the By-Laws of the Corporation, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE XVI AMENDMENT OF BY-LAWS**

These By-Laws may be altered, amended, or repealed, and new By-Laws may be adopted by a majority of the directors present at any regular meeting or at any special meeting.

---

**CERTIFICATE OF ADOPTION OF BY-LAWS**

We, the undersigned, constituting a quorum of the Board of Directors of Lisbon-Mount Vernon Ambulance Service, do hereby certify that the foregoing By-Laws were adopted at a meeting of the Board of Directors of the Corporation on the 2<sup>nd</sup> day of September, 2014.

Craig W. Allin

Charles H. Halsey, Jr.

Mette-Gro Kelley

Richard G. Hileman

Julie Light

Marcia Hauschild

Jeffrey Silver

Rick Scott

**APPENDIX A**  
**DEPOSITORY AGREEMENTS**

Contents:

- I. Bridge Community Bank
- II. Hills Bank & Trust Company
- III. Mount Vernon Bank & Trust Company

**APPENDIX B**  
**PERMANENT BOARD POLICIES**

Contents:

- I. Policy to Repay Persons on the Lisbon-Mount Vernon Ambulance Service Who Obtain an Iowa Paramedic Certification
- II. Policy to Reimburse Volunteers for Expenses Related to Ambulance Runs and On-Call Status

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

---

**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
August 21, 2017**

---

- The crack sealing project is complete. The Wolfe Martin Addition along with Stonebrook were areas of concentration as staff attempts to extend the life of newer infrastructure. City Hall's parking lot was also crack sealed for the same reasons. The planned sealcoat projects will likely occur in September, although we ask the contractor for additional notice for these projects.
- Staff held a conference call with the Weidt Group to discuss the efficiency strategies for the proposed community/recreation center. A follow-up conference call will take place on August 31, 2017.
- Staff is working to compile a list of sidewalk contractors as we prepare to send notices of correction.
- I will be meeting with the NE City Managers group on Friday, August 25, 2017 in Independence.
- The Auditors have been spent the last five days with the City. We hope to have that wrapped up by September/October.