

# 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>February 20, 2018 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>February 16, 2018</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>	Stephanie West	<b>Assis. Admin/City Clerk:</b>	Sue Ripke
<b>Councilperson:</b>	Scott Rose	<b>Deputy City Clerk:</b>	Marsha Dewell
<b>Councilperson:</b>	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
2. Joe Horaney – Solid Waste Agency

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 – February 5, 2018 Regular Council Meeting
2. Approval of Liquor License – Kernoustie Golf Club
3. Approval of Cigarette License – Yock's Landing

## **E. Public Hearing**

1. Public Hearing for an Ordinance Amending and Correcting Ordinance 11-6-2017A for Providing that General Property Taxes Levied and Collected Each Year on All Property Located Within the Amended Mount Vernon Urban Renewal Area, in the City of Mount Vernon, County of Linn, Date of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Amended Mount Vernon Urban Renewal Area (Amendment No. 5 to the Mount Vernon Urban Renewal Plan)
  - i. Close Public Hearing – proceed to F-2
2. Public Hearing on the Proposal to Enter into a Development Agreement with Midwest Development Co.
  - i. Close Public Hearing – proceed to G-1

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

1. Ordinance #1-15-2018A: Amending Chapter 90.03 Mandatory Connections of the Mt. Vernon Municipal Code
  - i. Motion to approve third reading and final reading
2. Ordinance #2-20-2018A: Amending and Correcting Ordinance 11-6-2017A for Providing that General Property Taxes Levied and Collected Each Year on All Property Located Within the Amended Mount Vernon Urban Renewal Area, in the City of Mount Vernon, County of Linn, Date of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Amended Mount Vernon Urban Renewal Area (Amendment No. 5 to the Mount Vernon Urban Renewal Plan)
  - i. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after a vote of the second reading)

**G. Resolutions for Approval**

1. Resolution #2-20-2018A: Approving and Authorizing Execution of a Development Agreement by and between the City of Mount Vernon and Midwest Development Co.

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. None

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve

**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. Garbage Collection
2. Budget

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

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

**N. Adjournment**

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

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

## **C. Communications**

# SolidWaste Agency

**To:** Cedar Rapids Linn County Solid Waste Agency Member Communities  
**From:** Joe Horaney, Communications Director  
**Date:** January 23, 2018  
**Subject:** FY'19 Operating and Capital Budgets

The Cedar Rapids/Linn County Solid Waste Agency Board of Directors have approved the Agency's FY'19 operating and capital budgets. The new budget year will begin July 1, 2018. Rates and programs for community members remain largely unchanged, however, there are some program unknowns with recycling commodity markets.

**FY'19 rates and programs that will NOT change include:**

- Solid waste disposal \$40.00 per ton;
- Minimum disposal fees for cars/SUVs/minivans \$10.00 per load; pickups/full-size vans \$20.00 per load;
- Yard waste (compost facility) including grass clippings, leaves, brush, and food and other organic waste \$24.00 per ton;
- Finished compost – No charge up to 1 ton per visit for Linn county residents; purchases greater than 1 ton will be charged the standard rate of \$24.00 per ton, plus tax (business charge \$24.00 per ton);
- Residential Household Hazardous Waste Drop-off (Resource Recovery Building) – No charge for Linn County residents;
- Residential Recycling Drop-off (Resource Recovery Building) – No charge for Linn County residents;
- Wood chips – \$40.00 per ton, plus tax;
- White goods (appliances) fee – \$9.00 per unit;
- Tires for Linn County residents – up to eight (8) car, SUV, pickup, or minivan tires per visit for \$3 per tire on or off the rim. Quantities over eight (8) car, SUV, pickup, or minivan will be weighed and charged \$0.15 per pound. All larger-sized tires (semi, tractor) will be weighed and charged \$0.15 per pound;
- \$10.00 per unit computer monitors and televisions ≤18”;
- \$15.00 per unit computer monitors and televisions ≥19”.
- \$0.25 per pound for loads with 5 or more units and all bulk loads of electronics.

**Recycling Incentive**

The Agency has budgeted to continue to provide our eligible members with a recycling incentive to support curbside recycling and resource recovery. China's ban on importing foreign recyclables continues to drive recycling markets down. The Agency continues to seek the best prices it can for recyclables processing, but the volatile markets create limited options and may impact future programs.

The asphalt shingle recycling program recently ended because it was no longer cost-effective for the Agency's partner, LL Pelling to process shingles due to continue low fuel prices.

living. together. green

If you have any questions, comments, or concerns regarding the Cedar Rapids/Linn County Solid Waste Agency's fiscal 2019 budget, please contact me at (319) 377-5290, ext. 113.

I will be in touch to schedule a date to update your city council soon. Thanks.

## **D. Consent Agenda**

The Mount Vernon City Council met February 5, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, Christensen and Rose.

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

**Agenda Additions/Agenda Approval** City Administrator Chris Nosbisch asked that Agenda Item J2 / Discussion and Consideration of February 19, 2018 City Council meeting be discussed following the Consent Agenda Approval. Motion made by Wieseler, seconded by West to approve the Amended Agenda. Carried all.

**Consent Agenda.** Motion made by Rose, seconded by Wieseler to approve the Consent Agenda. Carried all.

Approval of City Council Minutes – January 15, 2018 Regular Council Meeting

Approval of City Council Minutes – January 22, 2018 Council Work Session

Approval of Liquor License – Yock’s Landing

Approval of Liquor License – Scorz Bar and Grill

Discussion and Consideration of February 19, 2018 City Council Meeting – Council Action as Needed. Because the 2<sup>nd</sup> council meeting in February falls on February 19 and Presidents Day is a City holiday, Council was asked to consider changing the meeting date. Rose motioned changing the 2<sup>nd</sup> meeting in February to Tuesday, February 20, 2018, seconded by West. Carried all.

### **Ordinance Approval/Amendment**

Ordinance #1-15-2018A: Amending Chapter 90.03 Mandatory Connections of the Mt. Vernon Municipal Code. Changes made by the City Attorney have been incorporated into the ordinance as well as a suggestion made by the City Engineer, shown as E in the ordinance and states that the owners of the private well will be inspected by a certified well driller at regular intervals not to exceed five years. Copies of that inspection report will be given to the city engineer for review. Staff has not received any written or verbal communication from the public regarding this ordinance.

Motion to approve second reading and proceed with third reading (Council may suspend rules and proceed to third and final reading after a vote of the second reading). West mentioned two verbiage errors which Nosbisch said would be corrected. Christensen questioned why the City is doing this; there was no work session or dedicated agenda item on this topic. He feels there should be much conversation when laws are changed. Nosbisch explained that it began when the property off of Country Club Drive came up for sale. After looking at the current ordinance the part that was a concern was in Section 1; the City would have had to have individual annexation agreements with each property owner that had a well on their property because there is likely no way that the City was going to be able to get services to homes that are located within an annexed area. The new ordinance gives the City Council the ability to look at a proposed development with wells. When Christensen asked if pros and cons have been listed and all angles been looked at Nosbisch replied that the City attorney and engineer have reviewed. Christensen stated that at the last meeting he brought up that wells for commercial use should be excluded. He still maintains that position. Rose motioned to approve the second reading of Ordinance 1-15-2018A, seconded by Roudabush. Roll call vote. Ayes: Roudabush, West, Wieseler, Rose. Nays: Christensen. Motion passes.

## Resolutions for Approval

Resolution #2-5-2018A: Approving the Notice of Proxy Representation at the 2018 Annual Meeting of the Members of the Lisbon – Mt. Vernon Ambulance Service. This annual resolution gives authority to our representatives to act on behalf of the City and establishes Jules Scadden as the Executive Director of the service. Motion to approve Resolution #2-5-2018A made by Wieseler, seconded by West. Roll call. Motion carries.

Resolution #2-5-2018B: Fixing a Date for a Public Hearing on the Proposal to Enter into a Development Agreement with Midwest Development Co. This resolution is the final step in the approval of the development agreement for Spring Meadow Heights (Skogman). The development agreement that was provided to Council will be what they will be considering at the public hearing. One point Nobsisch pointed out was that Skogman has asked for a cap of \$5,000.00 on their recuperation of legal fees by the City. The cost of going through this process is more like \$8-10,000. Nobsisch said he prefers a cap of \$8,000.00 versus \$5,000.00. This, as well as anything else in the agreement, will be discussed and decided at the public hearing. Rose motioned that the Public Hearing date be set for February 20, 2018, seconded by Wieseler. Roll call vote. Motion carries.

## Old Business

Discussion and Consideration of Establishing a Poet Laureate for the City of Mt. Vernon – Steve Maravetz – Council Action as Needed (*Need a motion to remove from table*). Rose motioned to remove from the table, seconded by Christensen. Carried all. Steve Maravetz, President of the Mount Vernon Area Arts Council was present to explain and take questions regarding a poet laureate. MVAAC suggested this be a two year appointment with a \$500.00 per year stipend that would be funded by them. The Poet Laureate would be expected to write and deliver an original piece during the Memorial Day commemoration at the cemetery and organize and execute one outreach activity in the community. A few of the qualifications were that they have had their work published and live within 10 miles of Mount Vernon. Council was agreeable and asked staff to research the steps needed to include the position of a poet laureate.

## Motions for Approval

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

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
AARON POWER	TRAINING-FD	62.57
ADAM DAKE	TRAINING-FD	156.53
AHLERS & COONEY P.C.	SPRING MEADOW HGHTS	1,196.84
AHLERS & COONEY P.C.	STONEBROOK URP	665.24
AHLERS & COONEY P.C.	BBAC/STONEBROOK	542.00
AHLERS & COONEY P.C.	SPRING MEADOW HGHTS URP	98.00
ALL SECURE	SECURITY SYSTEM MONITORING-POOL	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,699.63
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,659.66
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,255.64
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,049.85
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	1,817.57
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	877.85
ALLIANT IES UTILITIES	ENERGY USAGE-PD	807.16
ALLIANT IES UTILITIES	ENERGY USAGE-FD	589.65
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	508.39
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	331.94
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	197.71
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	185.04

ALLIANT IES UTILITIES	ENERGY USAGE-POOL	107.30
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	57.03
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	48.84
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	41.26
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	37.83
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	25.97
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	22.88
ANDY PITLIK	TRAINING-FD	125.21
ARAMARK	RUGS-FD	73.85
ARAMARK	RUGS-FD	73.85
AXON ENTERPRISE INC	HOLSTERS-PD	300.00
BARNYARD SCREEN PRINTER LLC	T-SHIRST-P&REC	248.00
BETHANY CAMPBELL-TVEDE	TRAINING-FD	86.06
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES--P&A,WAT	695.00
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	326.66
CARQUEST OF LISBON	VEHICLE MAINT-PW	356.23
CASEY O'CONNOR	TRAINING-FD	156.53
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	177.80
CHRIS NOLL	TRAINING-FD	99.11
CHRIS SANTIS	TRAINING-FD	112.16
COMPASS MINERALS	SNOW SUPPLIES-RUT	3,429.85
DAVE HEEREN	TRAINING-FD	80.84
DEREK BOREN	TRAINING-FD	227.00
DIESEL TURBO SERVICES INC	BREATHER KIT/2014 DUMP TRK	1,822.55
DIESEL TURBO SERVICES INC	SALT DOG/F450 REPAIRS-RUT	176.50
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	72.45
DIESEL TURBO SERVICES INC	CURB BROOM REPAIR-SW	1,035.30
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS	319.60
FERGUSON WATERWORKS	EQUIP REPAIR-WAT	28.82
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FUTURE LINE TRUCK EQUIPMENT	PIGTAIL,KICKSTAND,MISC-RUT	138.00
GALLS INC	UNIFORMS-PD	190.59
GALLS INC	EQUIP-PD	131.99
GARY'S FOODS	SUPPLIES-P&A,WAT	18.81
GLENN WOLFE	THERMOSTAT,FILTERS-P&A	191.83
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	58.30
GROUP SERVICES INC	INSURANCE-ALL DEPTS	20,302.08
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-PD	25.00
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-FD	143.05
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-FD	102.35
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-FD	24.50
IIMC	MEMBERSHIP-ALL DEPTS	160.00
IIMC	MEMBERSHIP-ALL DEPTS	100.00
IOWA D.A.R.E. ASSOCIATION	MEMBERSHIP-PD	100.00
IOWA MUNICIPAL FINANCE OFFICER	DUES-P&A	50.00
IOWA MUNICIPAL FINANCE OFFICER	DUES-P&A	50.00
IOWA ONE CALL	LOCATES-WAT,SEW	41.40
IOWA SOLUTIONS INC	SERVER DRIVER FAILURE,MAINT-PD	312.50
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	370.00
IOWA SOLUTIONS INC	BUSINESS INTERNET SERVICES-PD	59.00
IOWA STATE UNIVERSITY	TRAINING-PD	50.00
IOWA STATE UNIVERSITY	TRAINING-PD	50.00
J ROBERT HOPSON	ACTUARIAL CERTIFICATION-ALL DEPTS	550.00
JACOB BUSTER	TRAINING-FD	281.81
JASON BLINKS	TRAINING-FD	320.96

JEN LEE	TRAINING-FD	41.69
JEROD LYNCH	TRAINING-FD	140.87
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOSH FITZPATRICK	TRAINING-FD	44.30
KEATON BURGE	TRAINING-FD	20.81
KEITH HUEBNER	TRAINING-FD	52.13
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	427.53
LINN CO-OP OIL CO	FUEL-PW	2,470.43
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	1,168.00
LORI LYNCH	TRAINING-FD	62.57
MARION, CITY OF	COMPOST-RUT	48.00
MARK DUTRO	DEPOSIT REFUND-WAT	65.06
MARK KROB	TRAINING-FD	52.13
MARKET STREET TECHNOLOGIES INC	PREPAID LABOR-MVHPC	500.00
MARTIN EQUIPMENT	BUCKET/SKID LOADER-PW	1,100.00
MATT SIDERS	FITNESS MEMBERSHIP-P&REC	99.55
MATT SIDERS	MILEAGE-P&REC	76.85
MEDIACOM	PHONE/INTERNET-PD	282.76
MEDIACOM	PHONE/INTERNET-P&A	256.51
MEDIACOM	PHONE/INTERNET-RUT	161.13
MEDIACOM	PHONE/INTERNET-WAT	189.30
MEDIACOM	PHONE/INTERNET-P&REC	158.98
MEDIACOM	UTILITY SERVICE-FD	15.96
MEHRDAD ZARIFKAR	TRAINING-FD	193.07
MID AMERICA METER INC	EQUIP REPAIR-WAT	350.55
MID AMERICA METER INC	EQUIP REPAIR-WAT	285.00
MIKE BUSER	TRAINING-FD	70.40
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,697.20
MOUNT VERNON ACE HARDWARE	EQUIP REPAIR-FD	40.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	77.34
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,260.21
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	90.00
NATE GOODLOVE	TRAINING-FD	148.70
NEAL'S WATER CONDITIONING SERV	WATER/SALT-RUT,P&A	53.90
NICK BOREN	TRAINING-FD	96.50
OFFICE EXPRESS	CHAIRMATS-P&A	86.98
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE 1	18,207.24
P&K MIDWEST INC	AIR,OIL FILTERS-RUT	71.97
PAYROLL	CLAIMS	60,540.80
PAYROLL	CLAIMS	57,818.96
PAYROLL	CLAIMS	1,024.00
PERSONAL TOUCH EMBROIDERY	UNIFORMS-RUT	6.50
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	371.07
RACHAEL HEFFLEFINGER	TRAINING-FD	193.07
RHOMAR INDUSTRIES INC	RHOMA-SOL-RUT	530.58
ROBERT STUDDT	TRAINING-FD	227.00
ROTO-ROOTER	CLEAN MAIN SEWER-SEW	1,535.00
ROTO-ROOTER	HYDRO VAC MAIN BREAK-WAT	1,575.00
SEAN BOREN	TRAINING-FD	52.13
SEAN DIETRICH	TRAINING-FD	101.72
SIMMERING CORY IOWA CODIFICATION	CODE UPDATES-P&A	514.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,875.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,545.00

STAPLES ADVANTAGE	BINDERS-P&A	59.79
STAPLES ADVANTAGE	SUPPLIES-P&A	48.30
STOREY KENWORTHY	TAX FORMS-ALL DEPTS	42.92
STOREY KENWORTHY	TAX FORMS-ALL DEPTS	42.92
T & M CLOTHING COMPANY	UNIFORMS-FD	336.40
TEMP VENDOR	ROTO ROOTER INV REIMB-SEW	112.35
TIM KEEGAN	TRAINING-FD	289.64
TODD GEHRKE	TRAINING-FD	104.33
TRANS IOWA EQUIPMENT INC	2000 PELICAN REPAIRS-SW	233.91
TRANS IOWA EQUIPMENT INC	SIDE BROOM PARTS-SW	143.39
TREASURER STATE OF IOWA	SALES TAX	4,454.00
TYLER SVATOSCH	DEPOSIT REFUND-WAT	27.14
ULTRAMAX AMMUNITION	SUPPLIES-PD	430.00
UNITYPOINT CLINIC-OCCUPATIONAL	MEMBERSHIP DUES-ALL DEPTS	60.00
US BANK	CREDIT CARD PURCHASES	6,539.58
US CELLULAR	CELL PHONE-RUT,P&REC	150.96
US CELLULAR	CELL PHONE-PD	116.17
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	6,950.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,842.75
VEENSTRA & KIMM INC	WAGON PASS EVALUATION	268.40
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	90.64
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	23,877.20
WAPSI WASTE SERVICE	RECY-SW	949.62
WAPSI WASTE SERVICE	RECY-SW	643.72
WAPSI WASTE SERVICE	RECY-SW	606.10
WAPSI WASTE SERVICE	RECY-SW	575.64
WENDLING QUARRIES	CONCRETE SAND-WAT	141.40
	TOTAL	263,470.25

Discussion and Consideration of February 19, 2018 City Council Meeting – Council Action as Needed. This agenda item was discussed following the Consent Agenda.

Discussion and Consideration of Setting a Public Hearing Date for March 5, 2018 to Consider the City of Mt. Vernon Fiscal Year 2018-2019 Proposed Budget – Council Action as Needed. The budget must be adopted and certified to the State by March 15, 2018. Staff is recommending a levy rate of \$12.99899 for FY19. Wieseler motioned to set the Public Hearing date for public input on March 5, 2018, seconded by Christensen. Carried all.

Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Amending and Correcting Ordinance 11-6-2017A for Providing that General Property Taxes Levied and Collected Each Year on All Property Located Within the Amended Mount Vernon Urban Renewal Area, in the City of Mount Vernon, County of Linn, State of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Amended Mount Vernon Urban Renewal Area (Amendment No. 5 to the Mount Vernon Urban Renewal Plan) – Council Action as Needed. The legal description for Ordinance #11-6-2017A was changed prior to the City Council meeting. Staff handed out new copies of the ordinance prior to the meeting start however the old description was used for the recording. It was decided to re-approve an ordinance with the new legal description. Motion to set Public Hearing date for an Ordinance Amending and Correcting Ordinance #11-6-2017A for 2-20-2018 made by Rose, seconded by Christensen. Carried all.

Discussion and Consideration of Land Purchase for an Extension of Elliot Park – Council Action as Needed. During the design of the Spring Meadow Heights the City asked the developers (Skogman) if they would be interested in selling a portion of the property near the railroad tracks. The property was platted with the intent to sell the ground to the City. The purchase price is the same amount the developers paid; \$17,500.00 per acre. Staff has discussed the possibility of decreasing that in exchange for eliminating the developers' responsibility to pave and extend services on Davis Drive to the Lisbon City limits. The City would be purchasing 5.43 acres of park space for \$95,025.00, plus \$2,500.00 in surveying and legal fees. If Council is amenable to the infrastructure reduction the price would be reduced to \$74,818.00 or \$13,780.00 per acre. Funding the land purchase would be by an internal loan, probably from the Sewer Fund. Rose motioned to move forward with the land purchase extension of Elliott Park as outlined in the memo, seconded by Wieseler. Carried all.

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

Budget. Nobsisch put together a memo regarding the FY19 budget which highlighted significant changes but there were many departments, groups or committees that remained the same or changed only slightly. Revenues generated by the proposed \$12.99899 levy are estimated to increase by \$41,177. The second part of the budget discussion was the CIP which Nobsisch also explained project by project.

Green Space Contributions in Proposed Subdivisions. Nobsisch said that the process for greenspace discussion starts with Park and Rec looking at the master plan and making a recommendation to Council. A site plan of every sub-division coming in is given to all departments where they review them and make their comments prior to the plat. One issue coming up is the 17 acres at Stonebrook, of which not all are considered parks; part of it will be storm water detention. Depending on what is decided, it could be vegetation or green grass. After everyone has had their opportunity to talk, their ideas are funneled into the preliminary plat for council review.

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

City Administrator's Report. Staff will be presenting the MV Community Wellness Center CAT application to the IEDA Board on February 7, 2018. Confluence is hosting a public input workshop on February 21, 2018 at 6:00 p.m., Council Chambers. If unable to attend Confluence will meet residents individually throughout the day. Mediacom sent notice of a rate increase.

**Closed Session** – Pursuant to Chapter 20, Exempt Session for Employee Relations. Rose motioned to go into closed session, seconded by West, the time being 8:28 p.m. At 8:53 p.m. Rose motioned to come out of Closed Session, seconded by West. Carried all.

As there was no further business to attend to the meeting adjourned, the time being 8:54 p.m., February 5, 2018.

Respectfully submitted,  
Sue Ripke  
City Clerk

## Marsha Dewell

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**From:** Licensing@IowaABD.com  
**Sent:** Saturday, February 10, 2018 1:34 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** Liquor License Pending Dram Shop

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

<b>License #</b>	<b>License Status</b>	<b>Business Name</b>
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LC0038985	Pending Dram Shop	Kernoustie Golf Club (203 Country Club Drive S.E. Mount Vernon Iowa, 52314)
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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

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & F – 2**

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

<b>DATE:</b>	February 20, 2018
<b>AGENDA ITEM:</b>	Public Hearing - Ordinance #2-20-2018A
<b>ACTION:</b>	Motion

**SYNOPSIS:** As I stated in the last meeting, the legal description for Ordinance #11-6-2017A was changed prior to the City Council meeting. Unfortunately, the new legal description was not incorporated into the recorded version. This is a corrective ordinance so staff would ask to complete all three readings at this meeting.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** See Ordinance

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/13/18

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

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

<b>DATE:</b>	February 20, 2018
<b>AGENDA ITEM:</b>	Public Hearing - Resolution #2-20-2018A
<b>ACTION:</b>	Motion

**SYNOPSIS:** This resolution is approving the development agreement between the City and Midwest Development Co. I should have an executed copy of the agreement from Kyle Skogman by the start of the Council meeting.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** See Resolution and Agreement

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/13/18

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

**AGENDA ITEM # F – 1**

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

<b>DATE:</b>	February 20, 2018
<b>AGENDA ITEM:</b>	Ordinance #1-15-2018A
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff has not received any new verbal or written communication regarding the proposed ordinance change since the last meeting.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/13/18

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

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

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

**AN ORDINANCE AMENDING CHAPTER 90.03 MANDATORY CONNECTIONS 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.** By adding and removing the following language, "All residences and business establishments within the City limits intended or used for human habitation, occupancy or use shall be connected to the public water system if a water main is within one hundred (100) feet of the property line of such owner and if the building is not furnished with pure and wholesome water from some other source. No new private on-site well systems will be allowed to be constructed or drilled within the corporate City limits without a waiver approved by the City Council. All new private on-site well applications to the City must meet the following minimum standards before the application can be considered and may be subject to further conditions of approval by the City Council: ~~Any existing private wells, as of October 12, 1992, will be allowed the following amortization schedule: New wells, as of October 12, 1992, will be discontinued and properly capped and abandoned by the property owner on or before December 31, 2011, or five years from the date of official notice from the city that the effluent waste water disinfected in accordance with all applicable State and Federal laws and to be used solely for irrigation purposes, is available from the municipal waste water treatment facility for connection within 100 feet of the owner's property line, whichever is later. Wells that are 5 years old will be allowed a 15 year amortization period; wells that are 10 years old will be allowed a 10 year amortization period; etc. If one of the aforementioned private wells dries up before the amortization period ends, a new well will not be allowed to be drilled or reconstructed.~~

A. Compliance with regulations. The type, capacity, location, construction and layout of a proposed private on-site well system shall comply with all applicable City, State and Federal laws, and will be subject to compliance reviews by the City Engineer.

B. Subdivisions. Consideration of an application for a waiver to construct or drill a private on-site well system is limited to plats created under the minor subdivision procedures of Chapter 166 of the City Code or individual lots whose property line sits more than 100 feet from a city water main. The Council shall

not grant applications for private on-site well systems for lots created under the major subdivision procedures of Chapter 166.

C. Feasibility. The Council shall deny applications for a waiver to construct or drill a private on-site well system if the approved five year capital improvement plan (CIP) includes the construction of a water main which will bring a main within 100 feet of the property line of the lot.

D. Mandatory Connection. The developer or homeowner of any lot granted a waiver under this subsection shall be required to sign a mandatory connection agreement with the City requiring connection to a city water main at such time one is provided within 100 feet of the property line. Said agreement shall be notarized and recorded with Linn County.

E. Maintenance and Inspection. The owners of the private well shall cause the well to be inspected by a certified well driller at regular intervals not to exceed five (5) years. Copies of the well inspection report shall be provided to the city engineer and shall include a detailed description of the condition of the well casing, well pump and discharge pipe, exposed formations and any contaminants present in the well as determined through water quality testing (conducted by a State or certified laboratory).

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

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

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

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

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

AN ORDINANCE AMENDING AND CORRECTING ORDINANCE NO. 11-6-2017A FOR PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED MOUNT VERNON URBAN RENEWAL AREA, IN THE CITY OF MOUNT VERNON, COUNTY OF LINN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF MOUNT VERNON, COUNTY OF LINN, MOUNT VERNON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED MOUNT VERNON URBAN RENEWAL AREA (AMENDMENT NO. 5 TO THE MOUNT VERNON URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Mount Vernon, State of Iowa, on November 6, 2017, by Resolution No. 11-6-2017A, adopted and approved an Amendment No. 5 to the Mount Vernon Urban Renewal Plan, which amendment removed area from the Mount Vernon Urban Renewal Area (“Urban Renewal Area”); and

WHEREAS, the City Council had previously, in Ordinance Nos. 9-20-93A, 11-15-93A, 5-23-93A, and 6-5-2006A, provided for the division of taxes within the Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa, including that property which was removed from the Urban Renewal Area by Amendment No. 5; and

WHEREAS, the City Council adopted Ordinance 11-6-2017A on December 4, 2017, in order to amend the prior ordinances to reflect the removal of property from the Urban Renewal Area through the adoption of Amendment No. 5; and

WHEREAS, Ordinance 11-6-2017A contained a scrivener’s error for the legal description of one of the areas being removed by Amendment No. 5 and this amending ordinance is intended to correct said errors.

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

Section 1. Section 1(f) of Ordinance No. 11-6-2017A is hereby removed and replaced with the following:

f) Amendment No. 5 Area shall mean that portion of the City of Mount Vernon, State of Iowa, described in Amendment No. 5 to the Urban Renewal Plan for the Mount Vernon Urban Renewal Area approved by Resolution No. 11-6-2017A on the 6<sup>th</sup> day of November, 2017, which Amendment No. 5 Area removes the lots and parcels located within the area legally described as follows:

LEGAL DESCRIPTION OF THE LAND TO BE REMOVED FROM THE MOUNT VERNON URBAN RENEWAL AREA AND PLACED IN THE STONEBROOK URBAN RENEWAL AREA:

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

LEGAL DESCRIPTION OF THE LAND TO BE REMOVED FROM THE MOUNT VERNON URBAN RENEWAL AREA AND PLACED IN THE SPRING MEADOW URBAN RENEWAL AREA:

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

And

SE ¼ NE ¼ Section 10-82-5

Except

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

And

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

All of the above being in Linn County, Iowa

Section 2. Such action in amending Ordinance No. 11-6-2017A is hereby taken nunc pro tunc, which means that although Ordinance No. 11-6-2017A is amended by this Ordinance, the effective date of Ordinance No. 11-6-2017A will remain the same.

Section 3. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

Read First Time: \_\_\_\_\_, 2018

Read Second Time: \_\_\_\_\_, 2018

Read Third Time: \_\_\_\_\_, 2018

PASSED AND APPROVED: \_\_\_\_\_, 2018.

I, \_\_\_\_\_, City Clerk of the City of Mount Vernon, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2018, signed by the Mayor on \_\_\_\_\_, 2018, and published in the Mount Vernon-Lisbon Sun on \_\_\_\_\_, 2018.

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

(SEAL)

01445471-1\13932-029

## **G. Resolutions for Approval**

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

RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND  
BETWEEN THE CITY OF MOUNT VERNON AND MIDWEST  
DEVELOPMENT CO.

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

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

WHEREAS, the City has received a proposal from Midwest Development Co. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of approximately 150 Housing Units, together with all related site improvements, and Public Improvements, including streets, sanitary sewer, storm sewer, trails, and other infrastructure, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make annual payments of Economic Development Grants to Developer starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending in the fiscal year that the maximum cumulative total of the Grants has been paid; the cumulative total for all Grants not to exceed the lesser of (i) \$675,000, (ii) the amount of the Developer's certified costs and expenses in constructing the Public Improvements, or (iii) the amount of Tax Increment collected, before the Termination Date of the Agreement, in respect of the Minimum Improvements less the amount of Tax Increment set aside annually to satisfy the low and moderate income housing assistance requirements of Section 403.22; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

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

PASSED AND APPROVED this 20<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

February 20, 2018

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

\_\_\_\_\_

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

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

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Mount Vernon and Midwest Development Co., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MOUNT VERNON AND MIDWEST DEVELOPMENT CO.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at this place.

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

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the measure duly adopted.

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF MOUNT VERNON, IOWA

AND

MIDWEST DEVELOPMENT CO.

\_\_\_\_\_, 2018

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_\_ day of February, 2018, by and between the CITY OF MOUNT VERNON, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2017, as amended (hereinafter called "Urban Renewal Act") and MIDWEST DEVELOPMENT CO., an Iowa corporation having an office for the transaction of business at 411 First Avenue SE, Cedar Rapids, Iowa 52401 (the "Developer").

WITNESSETH:

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

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Linn County, Iowa; and

WHEREAS, the Developer owns or will own certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to cause certain Minimum Improvements and Public Improvements to be constructed on the Development Property; and

WHEREAS, the City is willing to support the construction of the Public Improvements through the provision of Economic Development Grants to Developer under the terms set forth herein; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing projects have been undertaken and are being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Certificate of Completion means a certification in the form of the certificates attached hereto as Exhibit C and hereby made a part of this Agreement, provided to the Developer pursuant to Section 3.4 of this Agreement.

City means the City of Mount Vernon, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building official of the City as required by applicable City codes.

County means the County of Linn, Iowa.

Developer means Midwest Development Co. and its permitted successors and assigns.

Development Property means that portion of the Spring Meadow Heights Urban Renewal Area of the City described in Exhibit A hereto.

Economic Development Grants means the payments from Tax Increment to be made by the City to the Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or Public Improvements, or all such Mortgages as appropriate.

Homeowner means the person or persons who buy a Housing Unit.

Housing Unit means each single-family dwelling unit, whether constructed on an individual lot as a single-family structure or constructed as a unit within a multi-family townhome or brownstone structure, on the Development Property.

Low or Moderate Income Families means those families, including single person households, earning no more than eighty percent (80%) of the higher of the median family income of Linn County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Midwest Development Co. TIF Account means a separate account within the Spring Meadow Heights Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and Development Property.

Minimum Improvements means the construction of Housing Units on the Development Property as more particularly described in Exhibits B and B-1 to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Spring Meadow Heights Urban Renewal Area Tax Increment Revenue Fund.

Phase means one of the four distinct projects to be undertaken pursuant to this Agreement on the Development Property, as identified by that portion of the Development Property described in Exhibit B-2 upon which each project is to be completed, which includes Phase 1, Phase 2, Phase 3, and Phase 4, as the same may be modified pursuant to Section 3.6.

Public Improvements means the streets, sanitary sewer, storm sewer, trails, and other infrastructure to be completed by Developer on the Development Property under this Agreement, which improvements shall be dedicated to the City upon acceptance by the City, which are detailed and separated into the four Phases (Phase 1 Public Improvements, Phase 2 Public Improvements, Phase 3 Public Improvements, and Phase 4 Public Improvements) in Exhibits B, B-2, and B-3 attached to this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Public Improvements, including interest during construction and for not more than six months thereafter, costs for landscaping, grading, drainage, engineering, plans, and specifications, and legal expenses related to those improvements, as more particularly described herein. If Public Improvements for a Phase are not completed pursuant to the schedule in Section 3.3(a) or the costs and expenses for said Public Improvements are not certified under Section 3.3(b), the costs and expenses incurred for those Public Improvements shall not constitute Qualified Costs and Expenses and shall not be reimbursable under this Agreement.

Spring Meadow Heights Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or

refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Midwest Development Co. TIF Account of the Spring Meadow Heights Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area means the area known as the Spring Meadow Heights Urban Renewal Area.

Urban Renewal Plan means the Spring Meadow Heights Urban Renewal Plan, as amended, approved in respect of the Spring Meadow Heights Urban Renewal Area, described in the preambles hereof.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in their individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. The Developer is an Iowa corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results, or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer will cause the Public Improvements and Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws, ordinances, and regulations.

f. The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Public Improvements and Minimum Improvements may be lawfully constructed.

g. The Developer shall dedicate (1) the Public Improvements and (2) all rights-of-way in the Development Property, if any, to the City, upon acceptance by the City and at no cost to the City.

h. The Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not

currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. The Developer has firm commitments for construction or acquisition and permanent financing for the Phases in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements and Public Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.8 hereof.

j. The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements or Public Improvements.

k. The Developer would not undertake its obligations under this Agreement without the potential for payment of Economic Development Grants by the City to the Developer pursuant to this Agreement.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS, AND TAXES

Section 3.1. Construction of Minimum Improvements and Public Improvements. The Developer agrees that it will cause the Minimum Improvements and Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2. The Developer agrees that the scope and scale of the Minimum Improvements and Public Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement and the Construction Plans. All work with respect to the Minimum Improvements and Public Improvements to be constructed or provided by the Developer shall be in conformity with the Construction Plans and other plans approved by the building official or any amendments thereto as may be approved by the building official. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements and Public Improvements to inspect such construction and the progress thereof. Developer will be deemed to have complied with its obligations with respect to the construction of the Public Improvements under this Section 3.1 for each Phase upon receipt of Certificate of Completion for that Phase under Section 3.4. Developer shall be deemed to be in compliance with this Section 3.1 with respect to the construction of the Minimum Improvements so long as Developer is making commercially reasonable efforts to construct Minimum Improvements consistent with this Agreement in each Phase for which the Developer has received a Certificate of Completion under Section 3.4.

Section 3.2. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements and Public Improvements which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the

Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and/or Public Improvements, as applicable; and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 is solely for purposes of this Agreement, and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City nor subject the City to any liability for the Minimum Improvements or Public Improvements as constructed, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

**Section 3.3. Commencement and Completion of Public Improvements; Qualified Costs and Expenses.** The Economic Development Grants contemplated in Article VIII shall be made as reimbursement to the Developer only for each Phase of Public Improvements completed in accordance with Section 3.3(a) and only for those Qualified Costs and Expenses of each Phase of Public Improvements approved by the City in accordance with Section 3.3(b). Developer agrees that Developer's failure to comply with the provisions of this Section 3.3 for any Phase will result in forfeiture of Economic Development Grants to reimburse the costs and expenses of constructing that Phase's Public Improvements. However, Developer's failure to comply with Section 3.3 for one Phase shall not affect Developer's eligibility for Economic Development Grants for later-completed Phases. For example, assuming no election by the Developer under Section 3.3(a) to complete the Phases in non-numerical order, if Developer fails to complete the Phase 1 Public Improvements by the Phase 1 Completion Date but completes the Phase 2 Public Improvements by the Phase 2 Completion Date, the Developer would not be eligible for Economic Development Grants associated with the cost and expenses of the Public Improvements in Phase 1, but would remain eligible for Economic Development Grants related to the Qualified Costs and Expenses for Phase 2, as well as those Economic Development Grants contemplated for Phase 3 and Phase 4.

a. **Schedule of Phases.** Subject to Unavoidable Delays, the Developer shall cause construction of each Phase of the Public Improvements to be undertaken and completed according to the Completion Dates set forth in this Section 3.3(a) or such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

The Public Improvements associated with each Phase, as further detailed in Exhibit B and B-2, shall be completed by the following dates:

<u>Phase</u>	<u>Completion Date</u>
Phase 1 Public Improvements	October 1, 2018
Phase 2 Public Improvements	October 1, 2021
Phase 3 Public Improvements	October 1, 2024

It is expected that the Phases will be completed in numerical order (such that Phase 1 Public Improvements are completed by the first Phase Completion Date, the Phase 2 Public Improvements are completed by the second Phase Completion Date, etc.); however, the Developer may elect to complete Phases 2-4 in a different order, provided that: (i) the Developer provides written notice to the City of the new order at least 90 days in advance of the initiation of any construction on the Public Improvements in the accelerated Phase; and (ii) a distinct Phase of Public Improvements is completed on or before each Completion Date set forth above. If the Developer elects to complete the Phases in non-numerical order, after it has notified the City of the change in order and which Phase will be completed by the next Phase Completion Date, Developer's failure to complete the Public Improvements in that Phase by the designated Phase Completion Date shall constitute a forfeiture of Economic Development Grants related to the costs and expenses of that Phase's Public Improvements.

b. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Public Improvements submitted for reimbursement as Economic Development Grants and that such amounts are true and correct. The Developer shall submit one Certification for each Phase after all the Public Improvements included in that Phase have been completed. See Exhibit E for the form of Certification. Along with each Certification, Developer shall attach documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements, which documentation may take the form of an invoice from Developer's contractor(s). Developer shall provide additional supporting information for each Certification upon request of the City.

Developer shall not be required to record or certify those costs for which Developer does not seek reimbursement as Qualified Costs and Expenses; for example, the amount of costs in a Phase that exceed the estimated amount shown in Exhibit B-3 for that Phase's Public Improvements. Therefore, Developer shall be deemed to have complied with the terms of this Section 3.3(b) if the Developer provides the required certification and supporting documentation for those Qualified Costs and Expenses incurred up to the estimated amount shown in Exhibit B-3 for each Phase.

Section 3.4. Certificates of Completion. Upon written notice from the Developer of completion of a Phase of Public Improvements within the time limits set forth in Section 3.3(a), submission of the Developer's Certification of Qualified Costs and Expenses for that Phase pursuant to Section 3.3(b), and the provision of the bonds required by Section 6.6, the City shall inspect the Public Improvements included in that Phase and determine whether they have been completed in accordance with this Agreement.

a. If the City finds that the Phase's Public Improvements have been duly completed in compliance with this Agreement (including the schedule in Section 3.3(a)) and all City ordinances, policies, and procedures, the City is in receipt of the Developer's Certification of Qualified Costs and Expenses for that Phase and any related documentation pursuant to Section 3.3(b), the bonds required by Section 6.6. have been provided, and the City approves the Public Improvements for that Phase, the Developer shall dedicate to the City and the City shall accept dedication of the Public Improvements completed in that Phase, and the City shall furnish the Developer with the Certificate of Completion for that Phase, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and

conditions of this Agreement with respect to the obligations of the Developer to construct the portion of the Public Improvements included in that Phase only. If the City determines that the Public Improvements have not been completed in compliance with this Agreement, it shall notify the Developer in the form described in Section 3.4(b) below.

b. Each Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after notice of completion of a Phase by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Public Improvements included in that Phase in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion for that Phase.

Section 3.5. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

Section 3.6. Phase Boundaries. Developer shall have the right to modify the exterior boundaries of any uncompleted Phase provided that:

a. The exterior boundaries of the Phase to be modified remain substantially similar to the boundaries described in Exhibit A and depicted on Exhibit B-1;

b. The exterior boundaries of the Phase to be modified have not previously been modified (i.e., the Developer may exercise this right only once with respect to each Phase);

c. The Certificate of Completion under Section 3.4 for the Phase to be modified has not yet been issued;

d. No Ordinance has been adopted by the City for the property included in the Phase to be modified; and

e. The City and Developer have executed an amendment to the Exhibits of this Agreement incorporating the boundary modifications into this Agreement.

## ARTICLE IV. INSURANCE

### Section 4.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and Public Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the transfer of each Housing Unit to a Homebuyer, and upon completion of construction of the Public Improvements until the City accepts dedication of those Public Improvements, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements and Public Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements and Public Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements and Public Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article IV shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to Developer and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article IV, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements and/or Public Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements (for each Housing Unit that has not been transferred to a Homebuyer) and/or Public Improvements (until the City accepts dedication of the Public Improvements) or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the Minimum Improvements and/or Public Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements (for each Housing Unit that has not been transferred to a Homebuyer) and/or Public Improvements (until the City accepts dedication of the Public Improvements), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

f. Developer shall only be required to insure the Public Improvements until acceptance of the Public Improvements by the City and issuance of the maintenance bond as described in Section 6.6. Developer's insurance requirements as set forth in this Article IV shall cease/terminate once City

accepts the Public Improvements and the maintenance bond has been issued on said Public Improvements.

## ARTICLE V. RESERVED

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements that have not been transferred to a Homebuyer and, until the Public Improvements are accepted by the City, the Public Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to activities undertaken pursuant to this Agreement in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws/Non-Discrimination. In the construction and operation of the Minimum Improvements and Public Improvements, the Developer will comply with all federal, State, and local laws, rules, and regulations and shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and Homeowners are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.4. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.5. LMI Requirements. The City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa specifically with respect to the Low and Moderate Income (LMI) assistance. The current applicable percentage for Linn County is 37.23%. The City will set Tax Increment aside to comply with Iowa Code Section 403.22 before any Economic Development Grants are made to Developer. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

Section 6.6. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given project of the Public Improvements shall remain in effect until construction of such project or improvement is completed, at which time a four-year maintenance bond shall be substituted for each performance bond.

The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Public Improvements.

Section 6.7. No Abatement. Homeowners who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal, or local law, and Developer shall inform prospective homeowners of this information in writing prior to the sale to a buyer of any lot(s) on the Development Property and secure a receipt from all buyers that they received such information prior to the sale in the form of Exhibit F.

## ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets, or transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, parks, trails, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code Section 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

Section 7.3. Transfer of Lots after Completion of Public Improvements. Notwithstanding anything to the contrary in this Agreement or the terms of Section 7.1, following receipt of a Certificate of Completion for the Public Improvements in a particular Phase, Developer may transfer property in that Phase to a third party for purposes of causing the construction of Minimum Improvements thereon, provided Developer ensures compliance with the terms and conditions of this Agreement with respect to the transferred property and the construction of the Minimum Improvements thereon. A failure of the third party to comply with the terms of this Agreement associated with transferred property or the Minimum Improvements thereon, including but not limited to Sections 3.1, 3.5, 4.1, 6.1, 6.3, and 6.7, shall be an Event of Default hereunder.

## ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of each payment, to make annual payments of Economic Development Grants to Developer on June 1, commencing in the first fiscal year for which Tax Increment has been collected on the Development Property and ending on the earlier of the Termination Date or the date the maximum aggregate amount of grants described in Section 8.1(a) has been paid, subject to the terms and limitations of this Agreement.

a. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the aggregate of the Qualified Costs and Expenses of the Public Improvements for which a Certification of Completion has been issued pursuant to Section 3.4, or (ii) Six Hundred Seventy-Five Thousand Dollars (\$675,000). In no case shall any year's Economic Development Grant exceed the available Tax Increments collected with respect to the assessments imposed on the Development Property and Minimum Improvements less any LMI set-aside. The source of the Economic Development Grants is further limited by Section 8.2.

b. Calculation of Grants. Each annual payment shall be equal in amount to 100% of the Tax Increments remaining after the LMI requirements of Chapter 403 are satisfied, with respect to the Tax Increments that were collected by the City with respect to the portion of the Development Property then included in an Ordinance and deposited into the Midwest Development Co. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article.

For example, if no Housing Units are sold as LMI-affordable units and the percentage of Low or Moderate Income Families in Linn County is 37.23%, the LMI requirements of Chapter 403 require that 37.23% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 62.77% of the originally collected Tax Increments.

c. Limitations. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article VIII is wholly contingent upon and shall be limited to reimbursement of actual costs incurred with respect to construction of those Public Improvements included in a Phase for which a Certificate of Completion was issued pursuant to Section 3.4, and payment shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon those portions of the Development Property which are included in an Ordinance. The City makes no assurance that the Developer will receive Economic Development Grants which cover the cost of the Public Improvements or which reach the stated maximum.

d. Statutory Limitation/City Certification of Debt. The City intends to place a separate Ordinance for the collection of Tax Increment over each of the four separate Phase areas. The Developer acknowledges that Tax Increment in each Phase area can be collected only for up to ten (10) fiscal years

beginning with the second fiscal year after the year in which the municipality first certifies to the county auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with each Ordinance. Subject to the requisite legislative processes and the discretion of the Council inherent therein, the City shall adopt an Ordinance for a Phase area and certify debt related to said Phase within sixty (60) days after issuing a Certificate of Completion for the Public Improvements in that Phase pursuant to Section 3.4.

Section 8.2. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Midwest Development Co. TIF Account of the Spring Meadow Heights Urban Renewal Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the enacted Ordinances covering portions of the Development Property in force during the term hereof and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the Midwest Development Co. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements and Development Property to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, or receipt of such an opinion, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Midwest Development Co. TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to this Article VIII, the City shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants under Section 8.1 hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

Section 8.4. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the Developer's compliance with the terms of this Agreement through the date of payment. In the event that an Event of Default under Section 10.1(a) occurs with respect to any given Phase, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants for that given Phase and the provisions of this Article shall terminate and be of no further force or effect with respect to that given Phase. In the event that any other Event of Default occurs, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, the Minimum Improvements, or Public Improvements (but only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements or Public Improvements (but only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements) or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Public Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

#### ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Public Improvements or Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements or Public Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default.

a. Whenever an Event of Default under Section 10.1(a) of this Agreement occurs and is continuing, the City may take any one or more of the following actions but only with respect to the Phase for which the Event of Default under Section 10.1(a) occurred and only after the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

1. The City may suspend performance with respect to the impacted Phase;
2. The City may withhold a Certificate of Completion with respect to the impacted Phase;
3. The City may suspend payments of Economic Development Grants with respect to the impacted Phase, and
4. The City may take legal, equitable, or administrative action with respect to the impacted Phase.

The Agreement shall continue in full force and effect with respect to all Phases that have not been affected by such an Event of Default.

b. Whenever any Event of Default other than an Event of Default under Section 10.1(a) occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under Sections 10.1(d) or 10.1(e)) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

1. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;
2. The City may terminate this Agreement;

3. The City may withhold a Certificate of Completion;
4. The City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants; and
5. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer understands and agrees that an amount equivalent to the lesser of (i) \$8,000.00 or, (ii) the entirety of the City's costs and attorney fees incurred in connection with the drafting and execution of this Agreement, as well as attorneys and planning fees in connection with the drafting and adoption of the Urban Renewal Plan, shall be deducted from Developer's Economic Development Grants.

b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to this Agreement, has had or shall have any interest, direct or indirect, in any

contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Agreement at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Midwest Development Co. at 411 First Ave SE, Cedar Rapids, IA 52401; Attn: Kyle Skogman, President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Mount Vernon at 213 First Street NW, Mount Vernon, IA 52314; Attn: City Administrator;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for all costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. Regardless of the completion of any or all of the Public Improvements, the enactment or timing of any Ordinance, or the aggregate amount of Grants then made, this Agreement shall terminate and be of no further force or effect on and after December 31, 2039, unless terminated sooner under the terms hereof.

Section 11.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: \_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Nosbisch, City Administrator

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

On this \_\_\_\_\_ day of February, 2018, before me a Notary Public in and for said State, personally appeared Jamie Hampton and Chris Nosbisch, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Agreement for Private Development – City of Mount Vernon, Iowa]*

MIDWEST DEVELOPMENT CO.,  
An Iowa corporation

By: \_\_\_\_\_  
Kyle Skogman, President

STATE OF IOWA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of February, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Kyle Skogman to me personally known, who, being by me duly sworn, did say that he is the President of Midwest Development Co., and that said instrument was signed on behalf of said corporation; and that the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Agreement for Private Development – Midwest Development Co.]*

EXHIBIT A  
DEVELOPMENT PROPERTY

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

PHASE 1

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

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

SAID PARCEL CONTAINS 586,698 SQ.FT., 13.47 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PHASE 2

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

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

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

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

### PHASE 3

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

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

AND

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

## EXHIBIT B

### MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

The Minimum Improvements shall consist of the construction of the following Housing Units together with related site improvements, consistent with the approved plats and plans:

- Approximately 51 single-family entry level Housing Units with an average size of 1300 square feet, each with a 2-car garage (average price of \$240,000)
- Approximately 44 single-family market rate Housing Units with an average size of 1800 square feet, each with a 3-car garage (average price of \$325,000)
- Multi-family townhomes with approximately 23 Housing Units, each with an average size of 1300 square feet (average price of \$210,000)
- Multi-family brownstones with approximately 31 Housing Units, each with an average size of 1200 square feet (average price of \$195,000)

*See Exhibit B-1 for a map of the Minimum Improvements.*

The Public Improvements are streets, sanitary sewer, storm sewer, trails, and other infrastructure to be completed by Developer on the Development Property; said Public Improvements are to be dedicated to the City upon completion by Developer and acceptance by the City.

*See Exhibit B-2 for a map of the Phases for Public Improvements.*

*See Exhibit B-3 for an estimation of the costs of Public Improvements, by Phase.*

SOUTHEASTERLY 59.86 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S69°10'10"E 59.81 FEET); THENCE SOUTHEASTERLY 172.67 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS S78°33'01"E 171.11 FEET); THENCE N88°04'49"E 51.60 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 264.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 502,177 SQ.FT., 11.53 ACRES, SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

#### PHASE 4

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

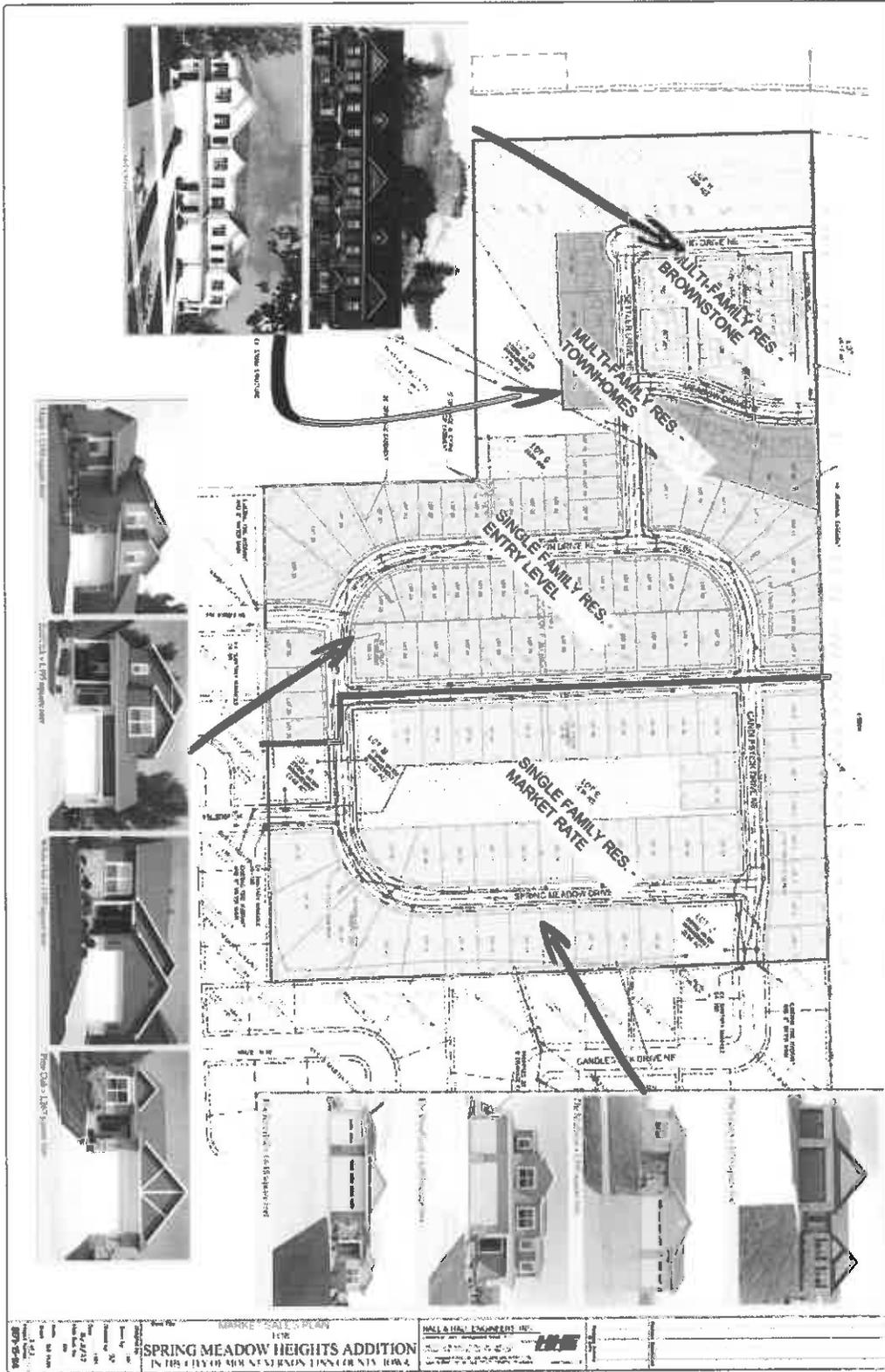
COMMENCING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE NORTHEAST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

AND

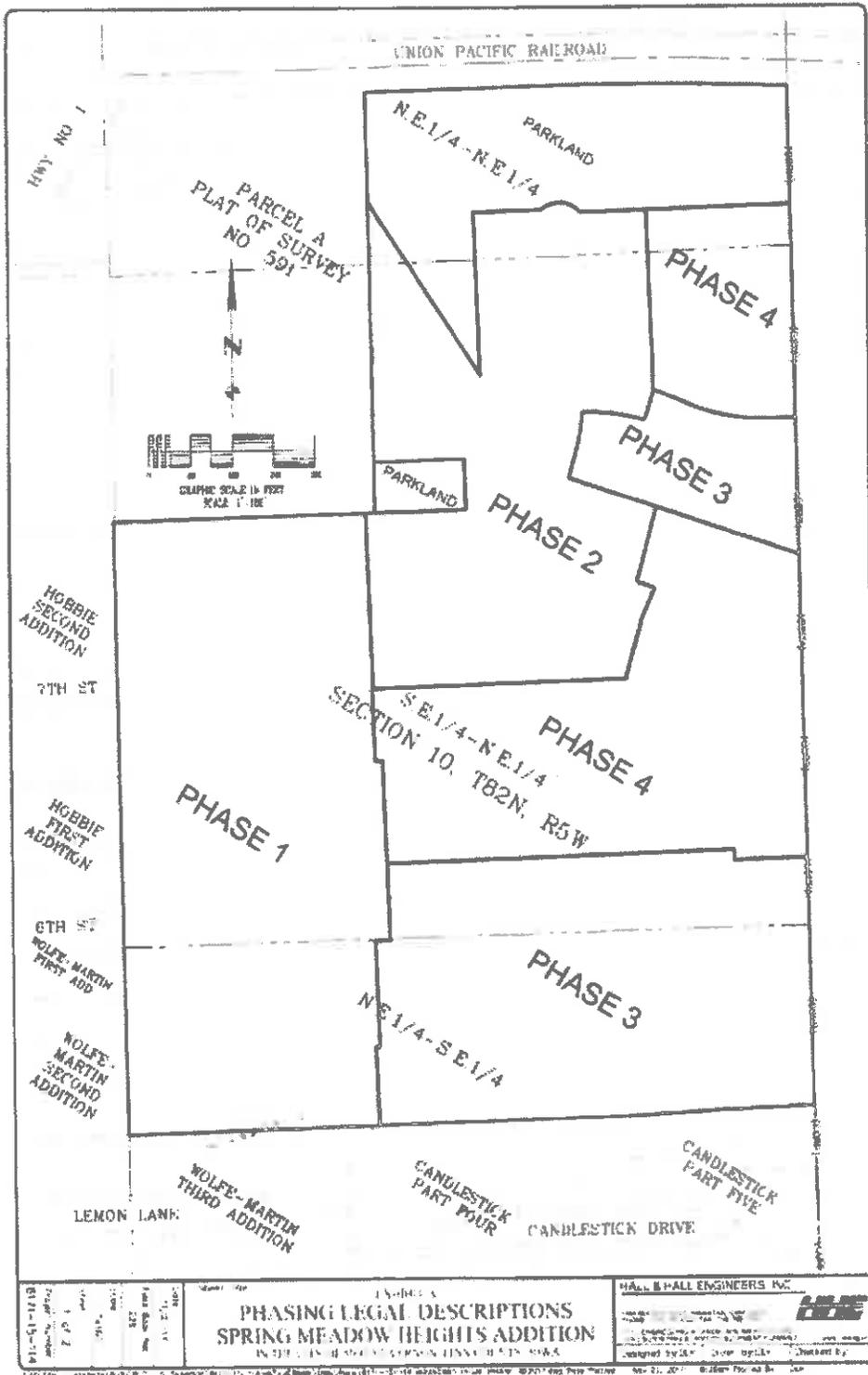
COMMENCING AT THE NORTHEAST CORNER OF CANDLESTICK, PART FIVE TO MOUNT VERNON, IOWA AS RECORDED IN BOOK 4483, PAGES 507-514 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10 TO THE NORTHEAST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

SAID PARCEL CONTAINS 476,463 SQ.FT., 10.94 ACRES, SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

**EXHIBIT B-1  
MAP OF MINIMUM IMPROVEMENTS**



**EXHIBIT B-2**  
**PHASE MAP FOR PUBLIC IMPROVEMENTS**



**EXHIBIT B-3  
ESTIMATED COSTS OF PUBLIC IMPROVEMENTS BY PHASE**

Items to be reimbursed through TIFF	Estimated Cost	Percent associated with Phase of Construction in (%)				Total
		1	2	3	4	
1 Sanitary Sewer Extension (Elliot Park)	\$ 85,000		100%			
			\$ 85,000			
2 Storm Sewer Extension (Elliot Park)	\$ 65,000	100%				
		\$ 65,000				
3 Storm Sewer Extension (Candlestick Dr)	\$ 50,000	100%				
		\$ 50,000				
4 NA						
5 Trail Construction	\$ 153,000		51%	37%	12%	
			\$ 79,050	\$ 57,350	\$ 18,600	
6 NA						
7 Upgrade Storm Water Detention (3 locations)	\$ 120,000	80%		20%		(oversized basins, subdrainage pipe, and addressing farm debris washing onto Elliot Parking Lot near Lot 29)
		\$ 96,000		\$ 24,000		
8 Design/platting and administration for off-site infrastructure or grading improvements	\$ 38,000	65%	15%	5%	15%	
		\$ 24,700	\$ 5,700	\$ 1,900	\$ 5,700	
9 Infrastructure/Street Adjacent to Park	\$ 159,000		41%		59%	
			\$ 65,190		\$ 93,810	
	\$ 672,000	\$ 235,700	\$ 234,940	\$ 118,110	\$ 118,110	\$ 672,000
	Total	Phase 1	Phase 2	Phase 3	Phase 4	Total

EXHIBIT C-1  
CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 1

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

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Developer to construct certain Phase 1 Public Improvements (as defined therein) in accordance with the Agreement on a portion of the Development Property more particularly described as follows:

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

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

SAID PARCEL CONTAINS 586,698 SQ.FT., 13.47 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 1 Public Improvements in a manner deemed by

the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Phase 1 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 1 Public Improvements on the Development Property.

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion – Phase 1]*

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

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

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

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

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

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

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 2 Public Improvements in a manner deemed by

the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Phase 2 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 2 Public Improvements on the Development Property.

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion – Phase 2]*

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

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

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

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

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

AND

COMMENCING AT THE NORTHEAST CORNER OF SAID CANDLESTICK, PART FIVE; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 720.08 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE N71°24'29"W 466.82 FEET; THENCE NORTHEASTERLY 5.85 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (CHORD BEARS N14°09'07"E 5.85 FEET); THENCE N14°46'23"E 58.46 FEET; THENCE NORTHEASTERLY 66.44 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS N9°00'20"E 66.33 FEET); THENCE EASTERLY 120.18 FEET ALONG THE ARC OF A

370.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S82°27'47"E 119.66 FEET); THENCE N16°50'33"E 60.00 FEET; THENCE SOUTHEASTERLY 59.86 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S69°10'10"E 59.81 FEET); THENCE SOUTHEASTERLY 172.67 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY (CHORD BEARS S78°33'01"E 171.11 FEET); THENCE N88°04'49"E 51.60 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 264.81 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 502,177 SQ.FT., 11.53 ACRES, SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

and

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

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Phase 3 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 3 Public Improvements on the Development Property.

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion – Phase 3]*

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

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

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

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

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

AND

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

N1°58'43"W 348.42 FEET; THENCE N88°01'17"E 280.29 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE S0°59'08"E 411.46 FEET ALONG SAID EAST LINE AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 476,463 SQ.FT., 10.94 ACRES, SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

and

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

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

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certificate of Completion – Phase 4]*

**EXHIBIT D**  
**MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT**

WHEREAS, the City of Mount Vernon, Iowa (the "City") and Midwest Development Co., an Iowa corporation (the "Developer"), did on or about the \_\_\_\_ day of February, 2018, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

**PHASE 1**

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

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

SAID PARCEL CONTAINS 586,698 SQ.FT., 13.47 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**PHASE 2**

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

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 591 AS RECORDED IN BOOK 3908, PAGE 662 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER;

THENCE N88°17'35"E 176.88 FEET; THENCE N1°58'43"W 98.69 FEET; THENCE S88°01'17"W 175.19 FEET TO THE EAST LINE OF SAID PARCEL A; THENCE N0°59'11"W 502.69 FEET; THENCE S32°48'01"E 397.74 FEET; THENCE N1°58'43"W 314.00 FEET; THENCE N88°01'17"E 132.01 FEET; THENCE EASTERLY 82.40 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS S86°03'27"E 73.38 FEET); THENCE N88°01'17"E 126.00 FEET; THENCE S1°58'43"E 348.42 FEET; THENCE S16°50'33"W 60.00 FEET; THENCE WESTERLY 120.18 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (CHORD BEARS N82°27'47"W 119.66 FEET); THENCE SOUTHWESTERLY 66.44 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE, CONCAVE WESTERLY (CHORD BEARS S9°00'20"W 66.33 FEET); THENCE S14°46'23"W 58.46 FEET; THENCE SOUTHWESTERLY 5.85 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (CHORD BEARS S14°09'07"W 5.85 FEET); THENCE S71°24'29"E 175.66 FEET; THENCE S14°25'20"W 150.98 FEET; THENCE SOUTHEASTERLY 35.72 FEET ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY (CHORD BEARS S71°07'44"E 35.68 FEET); THENCE S23°19'12"W 60.00 FEET; THENCE S15°12'10"W 124.24 FEET; THENCE S88°01'17"W 487.45 FEET; THENCE N1°58'43"W 195.00 FEET; THENCE S88°01'17"W 0.22 FEET; THENCE N1°58'43"W 144.10 FEET TO THE SOUTH LINE OF SAID PARCEL A; THENCE N88°17'35"E 18.12 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

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

### PHASE 3

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

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

AND

COMMENCING AT THE NORTHEAST CORNER OF SAID CANDLESTICK, PART FIVE; THENCE N1°02'03"W 348.45 FEET ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE N0°59'08"W 720.08 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE N71°24'29"W 466.82 FEET; THENCE NORTHEASTERLY 5.85 FEET ALONG THE ARC OF A 270.00

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

SAID PARCEL CONTAINS 502,177 SQ.FT., 11.53 ACRES, SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

#### PHASE 4

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

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

AND

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

LINE AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 476,463 SQ.FT., 10.94 ACRES, SUBJECT TO EASEMENT AND RESTRICTIONS OF RECORD.

WHEREAS, the term of this Agreement shall commence on the \_\_\_\_ day of February, 2018, and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the City and the Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Mount Vernon, Iowa.

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Agreement for Private Development as of the \_\_\_\_ day of February, 2018.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: \_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

By: \_\_\_\_\_  
Chris Nosbisch, City Administrator

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF LINN        )

On this \_\_\_\_\_ day of February, 2018, before me a Notary Public in and for said State, personally appeared Jamie Hampton and Chris Nosbisch, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Mount Vernon, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement for Private Development – City of Mount Vernon, Iowa]*

MIDWEST DEVELOPMENT CO.,  
An Iowa corporation

By: \_\_\_\_\_  
Kyle Skogman, President

STATE OF IOWA            )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of February, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Kyle Skogman to me personally known, who, being by me duly sworn, did say that he is the President of Midwest Development Co., and that said instrument was signed on behalf of said corporation; and that the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement for Private Development – Midwest Development Co.]*

**EXHIBIT E**  
**DEVELOPER CERTIFICATION OF QUALIFIED COSTS AND EXPENSES**  
**FOR PUBLIC IMPROVEMENTS**

Midwest Development Co. (the "Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Phase \_\_\_\_\_ Public Improvements that are the subject of a Development Agreement entered into the \_\_\_\_\_ day of February, 2018, between the City of Mount Vernon, Iowa and the Developer (the "Agreement"). The Developer certifies that no expenses claimed or shown on this table relate to personal or unallowable expenses.

In the event of an overpayment by the City for expenses not actually incurred, or if payment was received from another source for any portion of the expenses claimed, the Developer assumes responsibility for repaying the City in full for those expenses.

<b>Certified Costs of Public Improvements for Phase _____</b>							
<b>Project Cost Category</b>	<b>Engineering, Plans, Specifications</b>	<b>Construction Costs</b>	<b>Legal Costs</b>	<b>Drainage, Landscaping, Grading</b>	<b>Cost for acquisition of land within the ROW</b>	<b>Interest during construction and for not more than six months thereafter</b>	<b>Miscellaneous</b>
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
<b>Total Cost per category</b>							

If you need additional space please attach another table.

**Attach actual receipts and invoices**

*[Signature page to follow]*

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

**MIDWEST DEVELOPMENT CO.**, an Iowa corporation

By: \_\_\_\_\_  
Kyle Skogman, President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF \_\_\_\_\_        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned, a Notary Public in and for said State, personally appeared Kyle Skogman, to me personally known, who, being by me duly sworn, did say that he is the President of Midwest Development Co. and that said instrument was signed on behalf of said corporation; and that the said Kyle Skogman as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature Page to Developer's Certification of Qualified Costs and Expenses for Public Improvements]*

**EXHIBIT F**  
**RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX ABATEMENT**

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this form, you (the homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under the City of Mount Vernon's Urban Revitalization Plan, if any, or any other state, federal, or local law.

Legal Description/Property Address:

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

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

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

Address: \_\_\_\_\_

01418289-1\13932-030

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, FEBRUARY 20, 2018

PAYROLL	CLAIMS	58,658.22
ALLIANT ENERGY	ENERGY USAGE-WAT	2,666.05
STATE HYGENIC LAB	TESTING-SEW	2,213.50
NORTHWAY CORP	CHLORINE BOOSTER PUMP-WAT	1,833.22
WEX BANK	FUEL-PD,WAT,SEW	1,543.10
TOTAL TREE CARE	REMOVAL-RUT	1,500.00
ALLIANT ENERGY	ENERGY USAGE-RUT	1,439.74
TOTAL TREE CARE	TRIMMING-RUT	1,100.00
TOTAL TREE CARE	REMOVAL-RUT	1,000.00
ROTO ROOTER	HYDRO VAC MAIN BREAK-WAT	700.00
ALLIANT ENERGY	ENERGY USAGE-PD	642.64
IOWA SOLUTIONS	COMPUTER MAINT-PD	561.18
ALLIANT ENERGY	ENERGY USAGE-FD	559.79
VAN METER	EQUIPMENT-SEW	426.17
STAPLES	TONER-P&A	362.74
CREATIVE PRODUCT SOURCING	DARE-PD	289.10
IOWA SOLUTIONS	COMPUTER MAINT-P&A	250.00
LYNCH FORD	VEHICLE MAINT-PD	203.11
JORDAN AXTELL	REFEREE-P&REC	195.00
BEN BRANNAMAN	REFEREE-P&REC	195.00
STAPLES	TYPEWRITER-P&A	149.99
ALLIANT ENERGY	ENERGY USAGE-P&REC	142.16
HAWKEYE WELD & REPAIR	PLOW REPAIR-RUT	135.77
JAY ARNOLD	REFEREE-P&REC	135.00
CARTER RODMAN	REFEREE-P&REC	135.00
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	129.16
VAN METER	LED BULBS-P&A	124.98
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	118.69
DIESEL TURBO SERVICE	VEHICLE/EQUIP REPAIRS-RUT	117.95
COGRAN SYSTEMS	ONLINE REG FEES-P&REC	104.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
FRANCESCA THOMPSON	CLEANING SERVICE-P&A	60.00
AIRGAS	CYLINDER RENTAL FEE-RUT,WAT,SEW	59.80
IOWA ONE CALL	LOCATES-WAT,SEW	52.20
ALLIANT ENERGY	ENERGY USAGE-POOL	51.74
GALLS	UNIFORMS-PD	51.55
CENTURY LINK	PHONE CHARGES-PD	51.41
LYNCH FORD	VEHICLE MAINT-PD	43.84
STAPLES	SUPPLIES-PD	19.13
	TOTAL	78,080.93

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



**Mount  
Vernon**  
IOWA

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

**Jamie A. Hampton, Mayor**

**Council:**

**Eric Roudabush**  
**Marty Christensen**  
**Scott Rose**  
**Tom Wieseler**  
**Stephanie West**

**JANUARY 2018**  
**POLICE REPORT**

**Vehicle Collisions**

There were 6 reported collisions in January. The first collision occurred in the City Hall parking lot when a vehicle entered the parking lot from 1<sup>st</sup> Street and attempted to park in the upper lot. Due to weather related conditions, the driver failed to maintain control and slid into a parked vehicle. Damage was estimated at \$1400.00, and no injuries were reported. The second collision occurred on College Blvd SW near College Blvd N, when a vehicle travelling west on College Blvd Lost control on the curves, and collided with a tree. Damage was estimated at \$1,400.00 and no injuries were reported. The third collision occurred at 3<sup>rd</sup> Ave NW and 2<sup>nd</sup> Street when a vehicle was eastbound on 2<sup>nd</sup> Street NW and approached the intersection of 3<sup>rd</sup> Ave. The driver proceeded through the intersection to the barricaded side and drove over the plowed snow embankment colliding with the barricade, causing the vehicle to be stuck on the snow pile. Damage was estimated at \$1,100.00 and no injuries were reported. The fourth collision occurred at the intersection of 5<sup>th</sup> Ave & College Blvd NW. This collision occurred when a vehicle travelling westbound on 4<sup>th</sup> Street failed to yield right of way from the stop sign, and proceeded into the intersection while a vehicle was travelling south on 5<sup>th</sup> Ave. The vehicles collided causing and approximately \$4,000.00 damage, no injuries were reported. The fifth collision occurred at Hwy 1 N and 3<sup>rd</sup> Street NE when a vehicle travelling north on Hwy 1 was attempting to turn right onto 3<sup>rd</sup> street and failed to maneuver the corner due to slick road conditions, and slid into the stop sign, knocking it down. Damage was estimated at \$1,100.00 and no injuries were reported. The sixth collision occurred at A Ave and 1<sup>st</sup> Street E. This collision occurred when a vehicle turned west onto 1<sup>st</sup> Street from A Avenue. While driving on 1<sup>st</sup> Street E this vehicle was struck by a vehicle that was backing out of a parking space. Damage was estimated at \$2,000.00 and no injuries were reported.

**Incidents/Arrest**

There were 21 reported incidents in January. Reports included Hit & Run, harassment, striking unattended vehicle, driving while suspended, arrest warrants served, possession of controlled substance, possession of drug paraphernalia, OWI, Assault, private property tow, emergency committal, Ambulance assist-AED usage, violation of instruction permit, possession of tobacco as a minor, search warrant execution, criminal mischief, and terror threats.

Additionally our office had 5 arrests in January. Arrests occurred for possession of controlled substance, possession of drug paraphernalia, OWI, Assault, Interference with official acts, and obstruction of emergency communication.

**Community Service:**

- Chief Shannon and Councilperson Scott Rose attended the EMA meeting on 1/16/2018
- Chief Shannon facilitated the Hazard Mitigation Community Meeting on 1/17/2018
- Chief Shannon attended the PSAP consolidation study presentation at the Linn County Sheriff's Office on 1/22/2018, and also at Marion PD on 1/23/2018. Marion PD wishes to continue the research of consolidation with Phase II of the study, identifying space



Mount  
Vernon  
IOWA

Chris Nosbisch, City Administrator  
Douglas Shannon, Chief of Police

**Jamie A. Hampton, Mayor**

**Council:**

Eric Roudabush  
Marty Christensen  
Scott Rose  
Tom Wieseler  
Stephanie West

---

needs, costs vs benefits, governance, etc. I have included a copy of the PSAP consolidation study for review.

**GTSB**

Officers worked 8 hours of STEP in January. During this enforcement, officers contacted 5 speed violations, 5 equipment violations, 2 insurance violations, and made 1 narcotics arrest.

**LISBON**

Per the 28E agreement our department provided the following service to Lisbon in January 2018:

- Patrol: 1,920 minutes
- Calls for service: 470 minutes (9 calls for service)
- Administrative time: 160 minutes

**Total time for January: 42.5 hrs x \$40/hr = \$1,700.00**

**Quarterly Invoice (November 2017 through January 2018): \$5,137.87**

Respectfully Submitted,

Chief of Police

# Marion Iowa Feasibility Study for Consolidated 9-1-1 and Dispatch Final Report

January 5, 2018

Prepared by



**L.R. Kimball™**  
*Combining Decades of LMR & PSAP Experience*

***FE/Kimball***  
**10600 Arrowhead Dr., Suite 160**  
**Fairfax, VA 22030**  
**703-359-8200**

## Table of Contents

Executive Summary .....	5
1. Introduction .....	8
2. Study Methodology .....	9
3. Existing Conditions Analysis, Consolidation Assessment & Interview Results	10
3.1 Existing Conditions Analysis .....	10
3.2 Consolidation Assessment.....	11
3.3 Interview Results.....	12
3.3.1 Focus Group - Communications .....	13
3.3.2 Focus Group - Law Enforcement.....	13
3.3.3 Interview Sheriff Gardner .....	14
3.3.4 Focus Group - Fire, EMS, EMA .....	18
3.3.5 Interview - Technical Support - RACOM.....	19
3.3.6 PSAP Management Interviews .....	20
4. Findings, Requirements, and Recommendations .....	22
4.1 Findings .....	22
4.2 Requirements .....	22
4.3 Service Level Expectations, Requirements, and Operational Methodology.....	25
4.3.1 Emergency Calls.....	27
4.3.2 Administrative Calls .....	28
4.4 Technology Requirements .....	29
4.4.1 Logging Recorder .....	30
4.4.2 Computer Aided Dispatch (CAD) System .....	31
4.4.3 Radio .....	31
4.4.4 9-1-1 Telephone System and Customer Premise Equipment (CPE) .....	32
4.5 Call Volume/Workload .....	32
4.5.1 Call Volume .....	33
4.5.2 Dispatching .....	33
4.5.3 Administrative Support.....	34
4.5.4 Staffing.....	35
4.5.5 Maintaining Current Configuration of PSAPs .....	36



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4.6	Consolidation Models.....	37
4.6.1	Full Consolidation .....	38
4.6.2	Transition of Marion PSAP into Linn County or Cedar Rapids.....	38
4.6.3	Workload and Staffing Summary .....	40
5.	Costs.....	42
5.1	Facility.....	48
5.2	Governance Options, Organizational Structure and Requirements .....	49
5.2.1	Option 1 - Independent County Department .....	50
5.2.2	Option 2 - Part of the LCSO or Cedar Rapids Police .....	52
5.2.3	Administrative Support.....	52
5.2.4	User Groups .....	53
5.3	Governance Model Recommendation.....	53
5.4	Funding Mechanisms.....	53
5.4.1	Iowa Funding Background - Funding Statutes and Administrative Rules.....	53
5.4.2	Funding Options Addressing Capital, Transition & Ongoing Operational Costs 54	
5.4.3	Potential Cost Savings.....	57
5.4.4	Cost Distribution Models .....	57
Appendix A -	PSAP Surveys: Linn County, City of Marion, City of Cedar Rapids ....	60
Appendix B -	Joint Emergency Communications Center (JECC) Cedar Rapids Emergency Communications (CDCOM) Backup PSAP Agreement (Johnson County and Cedar Rapids) .....	61
Appendix C -	Iowa Code/2013 Title I State Sovereignty and Management Subtitle 12 Emergency Control Chapter 29C Emergency Management and Security.....	62
Appendix D -	Agreement between City of Cedar Rapids and Chauffeurs, Teamsters and Helpers Local No. 238 (Joint Communications) July 1, 2016 - June 30, 2019 .....	63
Appendix E -	Agreement between Linn County, Iowa and Public, Professional and Maintenance Employees, Local 2003, I.U.P.A.T., July 1, 2017 through June 30, 2020	64
Appendix F -	Master Contract between the City of Marion Iowa and the Marion Policeman's Protective Association (MPPA) July 1, 2016 to June 30, 2020 .....	65
Appendix G -	Linn County Iowa Communications Systems Diagrams.....	66
Appendix H -	Linn County Hexagon/Intergraph Scope of Work and Renewal Quote for I/CAD and I/LEADS.....	67

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Appendix I - Linn County PSAP Consolidation in 10 Pages, March 2016 by Cedar  
Rapids' Charlie McClintock..... 68



## Executive Summary

The City of Marion engaged *FE/Kimball* to provide 9-1-1 Consolidation Consulting Services to the Cities of Marion and Cedar Rapids, and Linn County, Iowa. The Cities and County are seeking information necessary to determine if a shared services model would best serve the communities and response agencies. Areas to be examined in this study include the current conditions, service levels, operational methodology, technology, workload and staffing, governance, costs and funding.

*FE/Kimball* approached this effort via a discovery process in which statistical and demographic data, technology inventory, budgets and agreements were gathered and analyzed.

The data and information gathered in the discovery process was analyzed for any roadblocks or unique requirements that must be considered in a consolidation model. Statistical data was used to calculate workload, staffing, space and technology needs and cost estimates.

### Existing Conditions

1. A review of the current condition of the two Cities and the County Public Safety Answering Points (PSAPs) found each operating with fewer staff than industry standards and best practices require, and without the requisite number of on the floor and available supervision.
2. Situational awareness in each PSAP is impeded by the physical separation of dispatchers during cross-jurisdictional and multi-agency response scenarios.
3. The Cedar Rapids and Linn County Sheriff's Office (LCSO) PSAPs have experienced, and remain threatened by, river flooding directly or by blocking access to/from the facility. Structural issues exist with the Cedar Rapids facility causing leaks inside the building. The LCSO is located directly adjacent to a raised highway corridor posing risk of debris, vehicle accidents and/or hazardous material, to affect the facility. The LCSO is also located within 10-15 feet of street level roadway and parking areas without physical setbacks or significant bollards or barriers to mitigate manmade threats from subjects on foot or in vehicles, e.g., backpack bombs.

### Consolidation Assessment

The representatives of the County and Cities' PSAPs expressed mixed feelings about partial or full consolidation. The Cities' representatives are positive and supportive of the concept if it is well planned, requirements are met, and executed properly. The Linn



County Sheriff is not supportive of the concept of full consolidation but provided access, data and input to this study.

Full consolidation provides the most cost efficiencies and the highest return on investment (ROI) through the creation of a single organization housed in one facility with singular systems, with appropriate backup provided by adjacent county(ies).

### Interviews

Individual interviews were conducted with agency heads. Focus group meetings were facilitated with participants from all affected agencies and identified stakeholders, such as response, operations and technical support staff.

### Findings

Linn County and the Cities of Cedar Rapids and Marion communications centers are currently operating understaffed based on industry standards set forth by the Association of Public Safety Communications Officials (APCO), the National Emergency Number Association (NENA) and the National Fire Protection Association (NFPA).

Another critical issue found was the locations of the LCSO and Cedar Rapids facilities flooding on more than one occasion. Steps have been taken to protect the physical space and the staff; however, access is an issue for both facilities and structural integrity and maintenance is a larger issue for Cedar Rapids. Full site evaluations will be required for these facilities should the agencies decide to continue their communications operations at these sites.

### Requirements and Recommendations

1. The progression of the State's NG9-1-1 initiative and impact on the local PSAPs – **FE/Kimball** recommends that the County and Cities take further advantage of the grant program by moving forward with consolidation planning and requesting grant funding for the capital investment necessary to bring full or partial consolidation into a single facility, streamlining systems and networks, and addressing the transition of operations.
2. The ability for local PSAPs to comply with industry standards and best practices regarding staffing, supervision and quality of service – **FE/Kimball** recommends that the County and Cities pursue the projected number of positions, staff and supervision, projected in Section 4.5, *Call Volume/Workload*, of this report, in a full consolidated PSAP configuration.
3. The continued advancement of situational awareness beyond the sharing of systems and into the operation component of the agencies – **FE/Kimball**



recommends continued sharing of technology and networks with decisions to be made on which systems would be utilized by the consolidated center, with consideration to stranding investments and the capabilities and expandability of each system.

4. The sustainability of the primary PSAPs in the face of natural disasters of which flooding is prominent and proven to be a hazard – *FE/Kimball* recommends evaluating each existing PSAP site and other viable locations in the County to identify the best suited site for a consolidated PSAP.
5. The viability of short- and long-term backup plans and locations – *FE/Kimball* recommends, in the case of a partial consolidation, leaving two comparably sized PSAPs in the County, the PSAPs serve as backup for each other if they are geographically diverse, and redundancy is appropriately built into the technology and connectivity. In a full consolidation, *FE/Kimball* recommends expanding backup plan levels to adjacent or comparable capacity PSAPs in the region.



## 1. Introduction

The City of Marion engaged **FE/Kimball** to provide 9-1-1 Consolidation Consulting Services to the Cities of Marion and Cedar Rapids, and Linn County, Iowa. The Cities and County are seeking information necessary to determine if a shared services model would best serve the communities and response agencies. Areas to be examined in this study include the current conditions, service levels, operational methodology, technology, workload and staffing, governance, costs and funding.



## 2. Study Methodology

*FE/Kimball* approached this effort via a discovery process in which statistical, demographic, technology inventory, budgets and agreements were gathered and analyzed. Observational periods in each PSAP were beneficial in assisting *FE/Kimball* to understand the operational methodologies and workflow processes. Interviews with individual decision makers and group interviews with stakeholders across all three PSAPs, and each of the response agencies, provided critical insight into the concerns and expectations of those affected by any change in the current configuration.

The data and information gathered in the discovery process was analyzed for any roadblocks or unique requirements that must be considered in a consolidation model. Statistical data was used to calculate workload, staffing, space and technology needs and cost estimates.



### **3. Existing Conditions Analysis, Consolidation Assessment & Interview Results**

#### ***3.1 Existing Conditions Analysis***

A review of the current condition of the two Cities and the County PSAPs found each operating with fewer staff than industry standards and best practices require, and without the requisite number of on the floor and available supervision. The staff and supervision deficits have not detrimentally affected the ability of the PSAPs to provide quality service to the communities and response agencies. That said, the service levels could be improved through addressing inefficiencies in the workflow processes. Specific examples were noted:

- The Linn County Sheriff's Office (LCSO) communications center operates with two or three dispatchers, depending on the workload of each shift. It is common for communications staff to handle multiple events and record keeping/clerical support tasks simultaneously. During shifts staffed by two dispatchers, it is common and necessary for one of the dispatchers to leave the center in support of responders and the public. This often leaves one dispatcher in the center.
- The Marion communications center operates with one dispatcher around the clock. This individual dispatcher must take calls, dispatch units and assist the public at a walk-up window. After normal business hours, an officer assists when the dispatcher must leave the operations floor.
- The LCSO dispatchers dispatch fire events via radio broadcast and alpha numeric paging. The paging is done by manually typing duplicate event information into a separate terminal. There is functioning interface between the CAD and the paging terminal that is used at the dispatcher's discretion. The fire departments that LCSO dispatches for are primarily volunteer agencies that do not have station alerting. LCSO dispatches for Marion Fire that has station alerting. Since Marion Fire has a different CAD than the LCSO, a web interface is used to perform alerts.
- Situational awareness in each PSAP is impeded by the physical separation of dispatchers during cross-jurisdictional and multi-agency response scenarios. Communication and coordination must be handled via phone, intercom and radio rather than in person. The regional radio system allows for coordination of response after dispatch, but at the origin of a multi-agency event among the County and one or more cities additional time is necessary to inform and coordinate across multiple agencies for which dispatch does not originate from the same location.



- The Cedar Rapids and LCSO PSAPs have experienced, and remain threatened by, river flooding directly or by blocking access to/from the facility. Structural issues exist with the Cedar Rapids facility causing leaks inside the building. The LCSO is located directly adjacent to a raised highway corridor posing risk of debris, vehicle accidents and/or hazardous material, to affect the facility. The LCSO is also located within 10-15 feet of street level roadway and parking areas without physical setbacks or significant bollards or barriers to mitigate manmade threats from subjects on foot or in vehicles, e.g., backpack bombs.

### ***3.2 Consolidation Assessment***

The representatives of the County and Cities' PSAPs expressed mixed feelings about partial or full consolidation. The Cities' representatives are positive and supportive of the concept if it is well planned, requirements are met, and executed properly. The Linn County Sheriff is not supportive of the concept of full consolidation but provided access, data and input to this study. The agency heads are focused on what is best for their community, department and staff, while not undermining or negating the necessary level of input and control. The management staff at each PSAP seek service improvements for the response agencies served, ability to meet industry standards, and preparation for the impending changes to equipment and network from the state NG9-1-1 initiative. The operational staff also focused on quality of service improvements. And, as the stakeholders most impacted by the decision to consolidate or not, they are concerned about quality of life issues such as pay, classification, benefits, seniority and workload.

The State of Iowa is progressing in altering the landscape of 9-1-1 by adapting legislation and funding on a broad scale. A critical component of this progression is how the local PSAPs are affected in their funding, technology, organization and operation. Consolidation of PSAPs is sought across the country as states recognize that rolling out statewide networks with limited resources requires reducing the number of points of contact to said networks, the number of hubs/regional points, and overall provision of core services. To that, Iowa has incentivized consolidation by providing funding to study, plan and implement consolidation of PSAPs at the local level. The State has wisely afforded the local PSAP community to determine how and with whom they want to consolidate.

Based on a review of the relationships, operations and existing shared technical services and systems, Linn County and the Cities of Cedar Rapids and Marion are good candidates for one of two models of consolidation. Full consolidation provides the most cost efficiencies and the highest return on investment (ROI) through the creation of a single organization housed in one facility with singular systems, with appropriate backup provided by adjacent county(ies). A second viable model is partial consolidation by absorbing the workload of Marion into Cedar Rapids or LCSO. This model is less cost



efficient in that two facilities, systems, networks and equipment must be maintained; however, they will be able to provide a level of back up support to each other.

### **3.3 Interview Results**

As noted in the Study Methodology section, **FE/Kimball** interviewed individual decision makers and PSAP management and support staff. Focus group meetings were facilitated by the **FE/Kimball** team to allow access to representative groups of stakeholders. The interviews and meetings took place over several days and each session was approximately 60 minutes long. The discussions were structured as conversations to extract topics, issues and questions from the participants. Following are summaries of each session and any follow up exchange of information, data and documents:

Individual interviews were conducted with agency heads and each PSAP's management and support staff listed below:

- Linn County Sheriff Brian Gardner
- Linn County Lt. Mike Kasper
- Marion Police Chief Joseph McHale
- Marion Deputy Chief Doug Slagle
- Marion PSAP Manager Lt. Jason Schamberger
- Cedar Rapids PSAP Manager Charlie McClintock
- Cedar Rapids PSAP Operations Manager Joe McCarville

The following lists focus group meetings with representative stakeholders of each PSAP and the response agencies participating:

- Communication operations staff
  - Seven participants representing Cedar Rapids Police Joint Communications
  - One participant from Linn County Sheriff's Office Communications
  - Six participants representing Marion Police Communications
- Law Enforcement agencies representatives
  - Mt. Vernon Police
  - Lisbon Police
  - Linn County Sheriff's Office
  - Marion Police
- Fire, EMS and Emergency Management department and agency representatives



- Marion Fire and EMS
- Hiawatha Fire and Rescue
- Mt. Vernon Fire
- Linn County Sheriff's Office Rescue

### ***3.3.1 Focus Group - Communications***

The topics of conversation included job security, pay and classification, union contracts, benefits, placement or role in a consolidated center. The communications centers' staff are the most affected by decisions to alter the 911 center operation in any way. The primary concern voiced by staff from all three PSAPs centered around what would happen to their positions, seniority, pay and benefits. The second focus of discussion was on the provision of service, specifically quality of service and how well the planning and implementation of any change to individual centers or a transition to a consolidated operation(s) will affect service. Other concerns expressed included addressing mandatory overtime, union contracts and EMS dispatching.

Individual operations staffs' concerns centered around provision of service, the specific items included:

- Standardizing protocols such as plain talk vs. 10-codes, call priorities, tiered responses, officer safety, dispatching activities such as how Be-on-the-Lookout (BOLOs) are disseminated to response units
- Relationships and communications between communications center staff, responders and management of both
- Internal workflow and business process effects, such as how non-emergency calls and activities will be handled

### ***3.3.2 Focus Group - Law Enforcement***

The representatives of the law enforcement agencies collectively expressed the need to improve or preserve service levels, and to prepare for impending/planned and future technology such as body worn cameras. Such advances in the technological tools used by law enforcement will have an impact on communications operations, policies and procedures, and interoperability among response agencies.

A service based discussion included preservation of agreements and relationship based responses between agencies, e.g., Mt. Vernon and Lisbon; the coverage agreement with the Sheriff's Office; and standardization of operations and protocols where possible.



Further discussion included how governance and funding might be addressed or developed to best meet the transitional and future needs of the County and Cities. Technology changes were noted, specifically those necessary to the CAD systems. The group is cognizant of the effect on funding and organizational decisions by the decisions made at the state level supporting changes to accommodate NG9-1-1, specifically funding of statewide ESInet and core services. Local impacts will be to the access and use of the Iowa administrative services contract and surcharge distribution.

### ***3.3.3 Interview Sheriff Gardner***

The Sheriff's Office is planning to implement an emergency medical dispatch (EMD) program that will allow the County communications center the ability to provide pre-arrival instructions for medical calls for service. The Sheriff understands the complexity, commitment and general requirements of resources, training and management that this type of program will need during implementation and post go-live. These include the resource and program management development, or expansion, of a quality assurance and quality control (QA/QC) program to protect and guide the program.

Discussion centered around the need to preserve service levels and relationships in individual agency changes and in a potential consolidation of PSAPs. The configuration of how the County and Cities' PSAPs could be merged included political will, accommodating workload capacities, technical considerations and human resource planning.

The Sheriff expressed concern regarding recent communication between the agency heads regarding what a potential consolidation model should be, for example, the City of Marion merging with the City of Cedar Rapids rather than the Sheriff's Office, and what effect a future configuration will have on the County and Cities. Location and facility placement discussion included access in time of flooding and condition of existing facilities. Sheriff Gardner noted that as the only elected official involved in this study, he is directly responsible to the County's citizens, having been entrusted with making certain that he is basing decisions on what he feels is best for the citizens and emergency responders.

Sheriff Gardner provided a detailed list of the responsibilities and duties of the communications center staff. This list is extensive and is typical of the daily tasking of most law enforcement communications centers across the country. Should the County and Cities decide to move forward with full or partial consolidation, it will be necessary to identify which activities must remain at the parent agency and which can/should transition to a consolidated operation.



- Answer routine and emergency phone calls: After hours and weekends answer ALL phones lines to Sheriff's Office and all City Police Departments
- Route calls not for Sheriff's Office to appropriate agencies
- Locksmiths for emergency car/house unlocks
- Cabs/Taxi's, Calls for rides
- Medical Examiner paging/notifications for deaths
- Dispatch, monitor and support routine/emergent radio traffic for law enforcement and fire/EMS, LEA, Point to Point, S&R, Jail-Courthouse, EMA, Weather, CRPD, MRDP, surrounding counties
- Call Processing for law enforcement, Fire and EMS: LCSO, HWPDP, LSPD, MVPD, RBPD, Warrant Task Force, LCSO Rescue, ALFD, AFD, CFPD, CCFD, CNFD, EFD, FFFD, HWFD, LSFDP, MRFD, MFD, MOFD, MVFD, PAFD, PBFDP, RBFD, SVFD, TMFD, WKFD, WBFDP, Anamosa Amb., CPAM, HWAM, Area Amb., Manchester Amb., LS-MC Amb., Lifeguard and Aircare Air Helicopters, and Hazmat; up to 6 neighboring counties covered by fire and medic agencies
- After Hours Emergency Contact for Co Atty/Judges on Call
- Receive and Dispatch Residential & Business Alarms
- County Roads after hours contact for Emergencies - Road blockages, Traffic control devices, animal carcasses, illegal dumping
- Receive/track School Resource Calls for Service/Emergency Lockdowns @ County Schools
- Traffic Related News Releases and contact for State DOT for same
- Track all Civil and Transport Divisions Services and Transports
- Alerts at the Eastern Iowa Airport - Law/Fire/EMS
- Paging out - Accident Investigators, Bomb Squad, Hazmat/Emergency Management
- Contacting Railroads for RR Equipment-signaling issues
- Drownings/UnderWater Search & Recovery, IRU, Weather pages for Storm Watches/Warnings
- After Hours Contact for Humane Society (Cedar Valley)
- Activate Outdoor Warning Sirens for Linn & Benton Counties for DAEC



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- Emergencies and severe weather/tornado warnings
  - After Hours Emergency Contact for water/sewer/traffic - roadway issues for all towns
  - Dispatch for County and State Conservation Officers for Linn County
  - Contact Alliant & Mid America for gas leaks/fires
  - K9 Requests Searches/Tracks
  - Contact Red Cross/DHS and other Community Services
  - DEA-Cleanup for Meth dump sites
  - GTSB/Traffic Safety Projects & Road Blocks
  - Work with VA Services, Suicide Prevention Hotlines, Emergency Shelters, Foundation II/Detention Center
  - Liaison with National Weather Service during severe weather
  - Track all Burn Permits used that are issued in Linn County
  - Required Certification of IOWA/NCIC Computer systems - recertify every 2 years
  - Wreckers for Stalled Drivers, Arrests, Accidents
  - Driver's License/Motor Vehicle Registrations - Iowa and Nationwide – Interpol
  - A-files and Driving Records for Co Atty for Arrests
  - Enter/Cancel and Confirm Committal Paperwork
  - Drivers/Vehicle information for Accidents
  - Enter/Cancel and confirm Missing Persons In & Out of State
  - NICS Checks (Gun Permit) Background Checks
  - Operations Quick Find/Amber Alerts
  - Jail Clearance Background Checks
  - Identity Theft Files
  - INS Alien Queries/Contact with ICE for Immigration/Customs Enforcement concerns/issues
  - Rider Request Background Checks
  - Gang/Terrorist NCIC Files
  - Background Checks on Criminal Justice Employees
  - Validations of ALL IOWA/NCIC Records
  - Criminal History Information for County Attorney, Juvenile Court – Dept. of Corrections, jail



- identification, detective bureau investigations
- Audits of ALL IOWA/NCIC Records
- Sex Offender Registry Information for Law Enforcement & Public
- Domestic Abuse Protective Orders - add supplemental information to State/NCIC
- Probation/Parole/Corrections Inquiries
- Clerk of Court entries, after hours contact for all orders
- National Crime Bureau Files on VINs
- Keep track & record all services of Domestic Abuse Protective Orders & other Civil Orders on CAD/State-NCIC Systems
- Send teletypes for the Jail regarding prisoners being held for other jurisdictions
- Enter/Cancel and Confirm Warrants/Detainers (Wanted Persons) - in state & nationwide
- Mutual Aid for all Law Enforcement, Fire, Ambulance Agencies, FBI, Local jurisdictions, out of County, statewide
- Enter/Cancel Stolen Vehicles, ATV's/Boats, Articles
- Over flow/default routing of 911 calls for all local agencies in Linn County & All Surrounding Counties
- Enter/Cancel Stolen Guns
- Back-up for Marion Police, Cedar Rapids Police, ISP
- Keep track of Tagged/Towed Vehicles
- Enter/Cancel/Track House Checks

Activities that are currently performed by the Sheriff's Office communications center, or are centric to the communications center continuing to operate under the Sheriff, include the following:

- Warrants are held by the Sheriff's Office, per state code, as are County court issued protective orders and gun permits, of which there are reportedly 5,000-6,000 annually. Misdemeanors and municipal summonses are held by the local jurisdictions. The entry and records maintenance are performed by communications staff.
- Volunteer Fire Departments and small-town police departments are dispatched and supported by the Sheriff's Office. There was an expressed belief that the same level and type of service may not be possible in a consolidated environment, specifically the perception that control of operational or protocol



changes would be difficult if coordinated through a Board or Director of a consolidated center.

### **3.3.4 Focus Group - Fire, EMS, EMA**

Representatives of Marion Fire and EMS, Hiawatha Fire and Rescue, Mt. Vernon Fire and Linn County Sheriff's Office Rescue attended the focus group to discuss requirements for their respective agencies and for fire, rescue, medical and emergency management countywide, in a future potential consolidated communications configuration. The following summary highlights those requirements:

- Participants stipulated the importance of maintaining the current relationships among response agencies and jurisdictions. Representatives expressed additional benefits for mutual aid responses to be gained from a consolidated communications center such as situational awareness and centralized coordination of multi-agency responses.
- A representative for the fire agencies is desired to be included on any future governance authority for a potential consolidated center. This participation at governance level is desired to allow access, input and control of dispatching protocols. The current Linn County Firefighters association is loosely formed and reportedly not active. The group discussed the need to formalize a countywide Fire Chief's association.
- A future consolidated center should provide emergency medical dispatch (EMD) and emergency fire dispatch (EFD) within a formally maintained program that includes appropriate quality assurance and quality control (QA/QC).
- Emergency Management representative Mike Goldberg noted that consideration is desired toward collocating a future potential consolidated center with an emergency operations center (EOC) with the County's Emergency Management Agency (EMA). The relationship between the PSAP and EMA is critical to the community's preparation, response and recovery during manmade or natural disasters. Mr. Goldberg noted that funding for such a collocation is available and authorized via Iowa State Code Chapter 29C Emergency Management and Security. EMA is an independent agency controlled by commission not the County, all municipalities and the County have representation on this commission.
- The City of Hiawatha representatives noted that the city is landlocked by the City of Cedar Rapids. The City of Hiawatha is dispatched by the LCSO. Due to the city's location and response plans and service provided by the LCSO, the



representatives of Hiawatha Fire stated there have been issues with the dispatch timing and information shared between Cedar Rapids and LCSO. Hiawatha representatives noted that in a future potential consolidated center, these issues will be eliminated through a single CAD that creates multi-agency responses for dispatch simultaneously – without the delay of transferring or relaying incident information to another center, or with a segregation of call taking and dispatching so that one person does not dispatch while handling callers. Specific issues cited are the routine dispatch of law enforcement prior to fire for events that are fire responses.

- Area Ambulance Service (AAS) is a 501(c)(3) not-for-profit organization that provides emergency medical response services regionally. The response area for AAS includes Cedar Rapids, Marion and several other communities in and out of Linn County. AAS responds in tandem with several municipal and volunteer fire services and as such would benefit from a centralized dispatch point. An example provided by Hiawatha fire involves responses into Benton County that require coordination between LCSO, Cedar Rapids and Benton County.
- Fire agencies would like to form/conform to a mutual aid box alarm system (MABAS) response, for which a centralized dispatch and computer aided dispatch (CAD) system is critical.
- Participants noted that the current Cedar Rapids and LCSO PSAPs are located within the emergency planning zone (EPZ) for the County's radiological preparedness plan and within the flood zone. Any future consolidated center should be outside of the EPZ.
- Marion Fire representatives noted that dispatching is split between Marion and LCSO as the township is covered by the LCSO, and at times dispatch of Marion Fire is handled by AAS such as in responses to senior living facilities. Marion representatives noted that there has been confusion in the past regarding which channel fire responders are to use.

### ***3.3.5 Interview - Technical Support - RACOM***

Participants in this meeting were RACOM representatives and Marion Communications' Lt. Schamberger. RACOM provides technical support for the automated systems and networks for the County and Cities' PSAPs. The technical considerations for a consolidation or shared services models for the County and Cities were discussed and the following items noted:



- Current fire alerting integrated to CAD in Marion and Cedar Rapids. It is not integrated in LCSO PSAP, though the CAD has the capability. LCSO reports that station alerting for Marion Fire is performed via a web interface.
- EMS providers have viewing capabilities of current Cedar Rapids and LCSO CAD systems. LCSO reports that only AAS has this capability, while other ambulance services do not have mobile computers or remote CAD workstations/resource viewers to see CAD data.
- All three PSAPs have the same type of telephone system. Marion and LCSO have the same version, with Cedar Rapids on a different version. The configuration includes redundant controllers and can be reconfigured to controller sites to facilitate a primary and backup PSAP transition. Current network alternate routing is set up with Marion calls to route to LCSO
- Regional radio system includes Linn and Johnson Counties, with Blackhawk and Dubuque Counties planning to join soon. Several other counties slated to come onto this system in the future.
- In preparation for connecting to the state emergency services IP-capable network (ESInet), each PSAP has an ethernet T1 connection. There are plans to add redundant T1s. Interconnecting core hubs will be handled by the state contractor, and RACOM will handle interconnectivity among local PSAPs and the ESInet.
- The PSAPs are on a separate microwave ring than the radio system.

### **3.3.6 PSAP Management Interviews**

Individual interviews were conducted with the management and support staffs of each PSAP. Discussion centered on the current conditions, future requirements and quality of service for emergency communications in Linn County. The following information, issues and requirements summarize these discussions:

- Cedar Rapids PSAP reports a low personnel turnover rate
- Issues with current protocols for talk-group use, e.g., during cross-jurisdictional events where information is relayed from one agency to the next and then to the third. The LCSO monitors the Cedar Rapids talk group, other agencies may do this as well. Now that they are on the same radio system, acclimation to use of the system in multi-agency coordination is essential.



- Location for a potential future PSAP must avoid the river's flood prone areas of the County and Cities.
- Johnson and Blackhawk Counties cannot look further north or south for backup as their adjacent counties are too small. These counties look to Linn County. A future facility should include accommodation for adjacent counties.
- A significant amount of Cedar Rapids support staff time is spent developing data packets and recordings for prosecutors and police investigations.
- The LCSO answers non-emergency phone calls for the smaller police agencies in the County, and they support the Public Health Department with tracking use of burn permits.
- During emergency management agency activation, the LCSO provides support and has a radio and phone console located in the EOC, with plan to add CAD to this console.



## 4. Findings, Requirements, and Recommendations

### 4.1 Findings

Linn County and the Cities of Cedar Rapids and Marion communications centers are currently operating understaffed. This issue is one of national proportions that local governments struggle with, and professional organizations like the Association of Public Safety Officials (APCO) and the National Emergency Number Association (NENA), and others, attempt to provide guidance and tools to address. While these centers report low turnover rates, the authorized staff levels have remained largely unchanged for years and as such do not meet the industry standards for number of staff to workload ratios, nor do they meet the number of supervisors to staff ratios.

Another critical issue found was the locations of the LCSO and Cedar Rapids facilities flooding on more than one occasion. Steps have been taken to protect the physical space and the staff; however, access is an issue for both facilities and structural integrity and maintenance is a larger issue for Cedar Rapids. Full site evaluations will be required for these facilities should the agencies decide to continue their communications operations at these sites.

The City of Marion is statistically the smaller of the three PSAPs, handling a markedly smaller number of 9-1-1 calls. This PSAP typically staffs a single dispatcher on duty around the clock and therefore risks immediate overwhelming of staff by multiple calls, incidents and coordination limitations with other agencies.

### 4.2 Requirements

The following five factors create the future requirements for the County and Cities' PSAPs.

1. The progression of the State's NG9-1-1 initiative and impact on the local PSAPs.

The Iowa Department of Homeland Security and Emergency Management issued a 9-1-1 Program Training presentation document dated October 2, 2017, that provides the status of the NG-1-1 upgrades across Iowa and a review of the changes to Code Chapter 34A affecting consolidation efforts statewide.<sup>1</sup> The local influence of these changes includes significant operating surplus earmarked for local use toward consolidation via the grant program in which Linn County participates.

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<sup>1</sup> [http://www.homelandsecurity.iowa.gov/programs/E\\_911.html](http://www.homelandsecurity.iowa.gov/programs/E_911.html)



**FE/Kimball** recommends that the County and Cities take further advantage of the grant program by moving forward with consolidation planning and requesting grant funding for the capital investment necessary to bring full or partial consolidation into a single facility, streamlining systems and networks, and addressing the transition of operations. Note that current and potential future grant funds will be limited, requiring the investment of local participants.

2. The ability for local PSAPs to comply with industry standards and best practices regarding staffing, supervision and quality of service.

The County and Cities are providing the best possible service to the communities and response agencies given the limitations of number of staff, support programs and current configuration of PSAPs. Industry standards-making organizations such as APCO, NENA and National Fire Protection Association (NFPA), provide objectives and tools for achieving staffing and organizational changes to best meet workload and service levels.

**FE/Kimball** recommends that the County and Cities pursue the projected number of positions, staff and supervision, projected in Section 4.5 in either a continuation of separate PSAPs configuration or in a full or partial consolidated PSAP configuration. In both scenarios, the current facilities, in their current state and location, are not capable of accommodating such an expansion. The pursuit of a single facility for a full consolidation is the most cost-effective approach, with a two PSAP model combining Marion with Cedar Rapids or LCSO providing a less cost-effective approach.

3. The continued advancement of situational awareness beyond the sharing of systems and into the operation component of the agencies

The County and Cities have been progressive in sharing technology, systems, equipment and networks. A regional radio system is typically the largest cost when creating a consolidated PSAP. Under the current regional system, the transition, addition and programming of consoles, for consolidation will prove to be a far less costly measure. The 9-1-1 telephone systems are current versions and are the same type of systems. The transition, addition and streamlining the network will be the necessary steps to consolidating the telephony component of consolidation. The Hexagon/Intergraph CAD system in use at the LCSO and Cedar Rapids has the capacity, function and expandability, to accommodate a consolidation of the three PSAPs and the multiple agencies and jurisdictions served. The disparate logging recorder systems are in current versions and each have the capacity and functionality to handle a consolidated center.



**FE/Kimball** recommends continued sharing of technology and networks regardless of the decision to progress toward a consolidated center. If consolidation is pursued, decisions will be needed on which systems utilized by the consolidated center, with consideration to stranding investments and the capabilities and expandability of each system. Decision points will include selection of which logging recorder system is best suited for expanding and networking to meet the needs of the participating agencies.

4. The sustainability of the primary PSAPs in the face of natural disasters of which flooding is prominent and proven to be a hazard.

Historical, recent and future anticipated flooding, significantly affect the current location of the LCSO and Cedar Rapids PSAPs. The County and City have taken measures to better protect these critical facilities against future floods; however, flooding on the access to these locations is more difficult to mitigate. The Cedar Rapids facility's structural issues because of leaks and poor design or construction, have made mitigating water damage more difficult. The Marion facility is not in the flood zone; however, it houses the smallest of the PSAPs in terms of workload which may be a political roadblock to locating a consolidated center at this location. The Marion PSAP would require renovation for this purpose as well.

**FE/Kimball** recommends evaluating each existing PSAP site and other viable locations in the County to identify the best suited site for a consolidated PSAP. A threats and vulnerability study should be completed for each proposed site so that decision makers have enough information to select a site that can be sustained for decades to come, and protected from manmade and natural disasters, and is situated physically and organizationally to be expanded for future growth.

5. The viability of short- and long-term backup plans and locations

Should consolidation in part or in total, proceed in Linn County, back up considerations should include short- and long-term planning levels internal to the County and Cities, and to adjacent or similarly sized counties in the region.

**FE/Kimball** recommends in a partial consolidation that leaves two comparably sized PSAPs in the County, the PSAPs serve as backup for each other if they are geographically diverse, and redundancy is appropriately built into the technology and connectivity. In a full consolidation, **FE/Kimball** recommends expanding backup plan levels to adjacent or comparable capacity PSAPs in the region. Again, geographical diversity and appropriate redundancy and



resiliency built into the technology and connectivity between primary and backup facilities is necessary and desired. Multiple levels of back up have proven to be necessary after post-Katrina on the Gulf Coast and September 11, 2001, in New York. Short- and long-term backup planning must span from temporary re-routing of calls to relocating an entire operation during a re-build.

The County and the Cities have the ability and desire to address these requirements. Understanding the implications, cost and options are the impetus behind this study.

### ***4.3 Service Level Expectations, Requirements, and Operational Methodology***

Currently, the City of Cedar Rapids and the LCSO communications centers operate in a split or assigned duties mode, while Marion operates as a combined duties mode. Split or assigned duties means that a designated call taker receives the call, enters the information into the CAD system for a separate designated dispatcher to assign to a law or fire unit or apparatus for response. EMS calls are screened and relayed via telephone or radio to the responding agency(ies), for further dispatch of an ambulance. When the call volume increases or surges, the LCSO and Cedar Rapids staff switch to a combined duties mode by sharing the call taking and dispatching duties to meet the increase of activities. In Marion, the combined duties method means that the call taker is also the dispatcher of the response.

In a consolidated operation, there will be enough staff to maintain a split or assigned duties mode by separate designated staff assigned to call taking and dispatching. The supervision and number of staff will allow the agency to better manage surges in call volume and high priority events, and coordination among multiple response agencies.

A call processing flow is recommended that facilitates appropriate and free interaction and coordination among disciplines. To generate an effective call processing flow the operational floor arrangement must allow open communications and supervision. A combined duty floor operation begins with establishing areas of concentrated activity. Planning concentrated areas of activity serves several purposes:

- Similar and dependent services are managed in and by a group responsive setting, such as grouping by call takers separately but accessible to dispatchers and supervision.
- Supervision and coordination of resources are focused in one area of the communications floor.



- Ability to isolate and protect other areas during high priority and long-term incidents enables normal activity to continue, also alleviating unrelated background noise.
- Resources that cannot be maintained electronically, such as files, folders, books and other resources, can be more easily maintained and kept close at hand.

The consolidated center can be configured operationally to have an area equipped and assigned for call taking and supervisor positions, centrally placed on the communications floor with equal vantage point and access to all discipline areas. The dispatching area should be adjacent to both the call taking and supervisor core. With tools (CAD, intra-communications/messaging, resource monitors) available for communication and coordination of resources, the police and fire/rescue dispatch areas will be better able to jointly respond to all priority levels. Other floor configurations can affect the same or similar communication and supervisory paths.

Medical call requires the querying of a caller more than once, which is a waste of valuable time and a possible cause for caller confusion and frustration. The current single transfer or relay configuration is within acceptable practice for the 9-1-1 industry. This single transfer or relay model configuration usually allows the call taker originally receiving the call to remain in communication with the caller. *FE/Kimball* experience and observations noted that human error, call volume and equipment create opportunities for calls to be lost or mishandled. The best configuration involves no transfer of 9-1-1 calls. This set up makes certain that one call taker handles the caller from start to finish. Additionally, the transferring of calls between the PSAPs, or relaying of medical calls via telephone or radio, have inherent multiple points of failure such as the phone network, the disparate systems and equipment, the possibility of the EMS provider already being busy, and human error.

This call processing methodology is not only detrimental to the caller, but to the responders. In some instances, the safety of the emergency responder may be at risk, and time is of the essence for both the responders and the public they serve. Additionally, the Police and Fire response agencies have a duty to respond in a timely manner based upon the nature of the emergency and the requirements of certifying and assessing organizations such as:

- Commission on Accreditation for Law Enforcement Agencies (CALEA)
- Insurance Services Office (ISO)
- National Fire Protection Association
- Center for Public Safety Excellence (CPSE); formerly known as Commission of Fire Accreditation International (CFAI)



Adapting to the dedicated call taker format in a consolidated operation will increase citizen and community safety through the increased number of fully trained, certified and dedicated resources (call takers). This is best seen when intervention protocols are administered during call taking. Pre-arrival instructions and intervention protocols can be time intensive. In a consolidated environment, however, the call delivery time via CAD to the respective dispatcher(s) is not delayed. For example, if a caller is in a dangerous situation such as a violent domestic situation, structure fire, or needs EMD pre-arrival instructions it is protocol to stay on the line with the caller until help arrives. Maintaining a single call taker through the end of these types of calls provides comfort to the caller and faith in the process by the caller; it also provides the best opportunity to build trust, obtain all pertinent information, provide real time updates to all responding disciplines, and greatly reduce the opportunities for equipment, network or human errors.

#### **4.3.1 Emergency Calls**

The standard recommended by both NENA and APCO is that 90 percent of all 9-1-1 calls be answered within ten seconds of presentation to the PSAP. Additionally, with current telephone networks, there is an average three to ten second call-setup before the call presents itself at a PSAP and begins ringing, and another five to ten seconds before the call is answered. Although there is no written documentation on call-setup times to reference, it is generally agreed upon among various PSAPs that this is an average.

The current centers have access to a Call Management Information System (MIS) and eCaTS.<sup>2</sup> The MIS and eCaTS have the capability to produce reports that reflect on these goals as well as staff utilization and equipment availability reports typically provided in an effective MIS.

In a consolidated organization, **FE/Kimball** recommends that the existing system, and/or future system, reports be routinely reviewed for call processing time variances among staff, shifts, time of day, peak time and understaffed periods. These types of reports are effective tools in identifying staffing level change needs, and training or productivity issues. Upgrade and functionality considerations for Customer Premise Equipment (CPE) and MIS in a consolidated operation should include extensive reporting capabilities.

**FE/Kimball** also recommends access to the MIS or Statistical package in the PSAP to enable the supervisors to directly measure the parameters described by the NENA and APCO recommendations and meet the consolidated center's 9-1-1 goals and objectives.

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<sup>2</sup> <http://www.ecats911.com/pages/home.html>



### **4.3.2 Administrative Calls**

One of the most common concerns of public safety agencies considering consolidation of emergency communications is the desire to maintain the quality of service levels currently provided. In many of the public safety agencies seeking to consolidate their call taking and dispatch services, the call taker/dispatcher is the public's initial point of contact for the agency. Call takers/dispatchers perform as switchboard operators assisting callers with locating individuals and services within the agency and when necessary within the municipality served. They can direct callers or even transfer callers to outside agencies, municipalities and/or services. In a consolidated environment, this service can continue without noticeable interruption if services and protocols are agreed upon during the planning phase.

These needs can easily be accommodated through established protocol, training and technology. For example, when a caller contacts the consolidated center on a non-emergency/administrative line requesting to speak with specific supervisory or responding agency staff, or any person/office in one of the response agencies, the call taker simply locates the requested party's number and transfers the caller. If schedules and specific instructions (such as someone else is on-call for the requested party) are provided to and maintained by the consolidated center, then locating the appropriate person(s) and their status should be successful.

Functionality exists in today's phone systems (CPE or administrative phone systems) to program frequently called numbers. There are also many ways to store and update this information to prevent loss of contact information, schedules, call back information and more. Speed dial functionality is also prevalent in CPE and administrative systems, allowing the call taker to quickly locate pre-programmed numbers to provide to the caller or to transfer the call. Again, established protocol, training and commitment by the served agencies and consolidated center staff to maintain accurate contact information and schedules are keys to successfully serving these callers.

The access to service via direct dial to administrative/non-emergency lines can continue in the consolidated environment. These calls can seamlessly and easily be transitioned from being answered at the current communications centers, to being answered at a future consolidated center. During the Planning Phase of consolidation, the law, fire, rescue and medical administrative/supervisory staff can review and determine the type of technology and protocol to be used to handle their individual needs pertaining to the handling of the non-emergency after-hours and non-emergency service requests. Policies and procedures for these calls will be standardized or established during policy development in the planning phase.



There are many non-emergency/administrative functions handled by the communications staffs of the existing communications centers. During the planning phase, the agencies will need to evaluate and determine how best to handle non-emergency/administrative needs, both common and unique.

#### ***4.4 Technology Requirements***

The PSAP is the public safety technological heart of a community. Telephony, radio, and computer systems that allow the responders to provide service to the public are critical to a PSAP's mission. The technology is the lifeline between the public and public safety responders. Maintaining these systems in peak operating order is a full-time responsibility. The public and responders cannot wait for a technician from an unknown location to respond to phones, radios and computers that are not working. They must have personnel that are local, responsible to the center, knowledgeable about all facets of the center operation, and available always.

The three communication centers have many positives as far as equipment and technology. They all meet many present-day practices and standards. To that, this assessment provides analysis of the current systems and needs to assist the County and the Cities in identifying technology that will require replacement or upgrade for a consolidation of emergency communications operations and systems. The core systems reviewed include 9-1-1 Telephony and Associated Systems, Public Safety Radio and Associated Systems, the Computer Aided Dispatch (CAD) systems and the Logging recorders, and the peripheral support systems at each center. Table 1 lists the components of these systems to show what they are, date of purchase/installation and/or last update, and basic information. Additional comments are listed for each system regarding possible transition or replacement.



**Table 1 – Existing System Components**

System Type	System Vendor	Version	Purchase or Install	Updated	Networked	Transition Possible	Replacement Required
<b>Radio Dispatch Console System(RDCS)</b>							
Cedar Rapids	Harris	Symphony	2017	2017	Yes	Yes	No
Marion	Harris	Symphony	2012	2017	Yes	Yes	No
LCSO	Harris	Symphony	2017	2017	Yes	Yes	No
<b>Computer Aided Dispatch (CAD) System</b>							
Cedar Rapids	Hexagon (Intergraph)	09.01.100.12022	1997	2014	Yes	Yes	No
Marion	Shieldware			2017	No	No	Yes
LCSO	Hexagon (Intergraph)	I/Dispatcher 9.1.1	2013	2013	Yes	Yes	No
<b>9-1-1 Telephone Customer Premise Equipment (CPE)</b>							
Cedar Rapids	Zetron	MAX	2014	2017	Yes	Yes	No
Marion	Zetron	MAX LT	2015	2017	Yes	Yes	No
LCSO	Zetron	MAX	2015	2017	Yes	Yes	No
<b>Logging Recorder</b>							
Cedar Rapids	Eventide	Nexlog (120 channels)	2017		No	Yes	No
Marion	Eventide	Event Log 740	2015		No	Yes	No
LCSO	Verint	Audiolog (64 channels)	2015		No	Yes	No

The continuing growth of wireline, wireless, VoIP, and alarm company contacts, and the need for automated methods to manage the work force and support the ever-increasing reporting requirements, are all considerations when making recommendations on 9-1-1 CPE telephony systems and Computer Aided Dispatch systems.

The process of assessing and making recommendations for possible upgrades or replacement of the automated systems such as CPE equipment, CAD systems, and supporting systems, and determining how to streamline networks is a multi-step process.

From survey results and during site visits *FE/Kimball* found virtually all systems adequate to maintain the current communications operations and project that these same systems with appropriate upgrades and service can support a consolidated operation as well.

#### 4.4.1 Logging Recorder

The current voice loggers are each capable of expanding to support a consolidated center; however, the transition to a single system will be necessary in a consolidated operation. Consideration should be given to the cost to expand and network one of the existing systems and include any stranded investment.



**FE/Kimball** recommends continuing to maintain the current disparate logging systems during the planning phases of the transition to a consolidated center. A decision must be made as to which system will be upgraded and expanded once planning phases convert to transition, and finally to consolidation. The specific requirements of the consolidated operation should be defined so that the selected vendor and product engineers can develop a voice logging solution that best supports the consolidated operation.

#### **4.4.2 Computer Aided Dispatch (CAD) System**

As a CAD system is the data hub and a primary tool of call taking and dispatch operations, and core interface for data sharing, priority must be placed on identifying issues and needs. There are no identified issues associated with the current Shieldware® CAD system used by Marion; however, comparing the capabilities, features, functions and ability to support multiple agencies and jurisdictions, it does not appear to be able to provide the level of capacity, features, functions and robust operational environment as the Hexagon/Intergraph system in use at the LCSO and Cedar Rapids.

**FE/Kimball** found that the Hexagon CAD System currently used by both LCSO and Cedar Rapids communications can support a full or partial consolidation. CAD requirements of the Marion agencies must be identified and a process by which all County and Cities' agencies' data sets and response criteria is standardized will be necessary during the planning and transitional phases of consolidation. This is accomplished by initiating a CAD needs development process that includes appropriate representation from all agencies, a detailed process to determine the specific and exact needs of all agencies' dispatch rules as there are inherent differences that may be met through CAD configuration.

The results of developing these needs will support a specification development process to be provided to the Hexagon support service for pricing of, and transitional upgrades to, the system.

**FE/Kimball** understands that the Marion records management needs may be best supported by their individual current system therefore part of the specification development and upgrade process must include the ability to transition interface to the existing police RMS.

#### **4.4.3 Radio**

The current regional radio system reportedly serves the County and Cities and should not require upgrade to primary site(s) equipment. The location of a future consolidated center, and the transition and addition of equipment to a consolidated center, will dictate changes to the network configuration. Redundancy is critical in the resiliency and sustainability of



a radio system. It will be imperative that any changes to the current configuration include appropriate level of redundant pathways and methods of transport.

**FE/Kimball** recommends that once the consolidation model and location are determined, that the radio system support staff, engineers and technicians develop a plan for transitioning to the new configuration supporting the consolidated organization. Note that this planning effort should continue to follow the regional vision and needs, and comply with the critical components laid out by experts at the Department of Homeland Security Office of Emergency Communications and SAFECOM, and the National Council of Statewide Interoperability Coordinators (NCSWIC).<sup>3</sup>

#### **4.4.4 9-1-1 Telephone System and Customer Premise Equipment (CPE)**

The three participating agencies currently use the Zetron® Max CPE as recommended by the state 9-1-1 Program Office. The transition of equipment and network reconfiguration will be limited to the transition to a consolidated facility. Once a consolidation model and location are determined, the technical support staff, engineers and technicians should develop a transition plan and coordinate the implementation of the plan to include continuity of operations at the legacy sites while executing, testing and cut over of the consolidated operation.

**FE/Kimball** recommends consideration be given to the addition of automatic call distribution (ACD) to the consolidated operation. An ACD is a telephone system that distributes incoming calls to call takers based on the number called and the associated rules of the system's database, for example, 9-1-1 calls queue and distribute first, then non-emergency calls. Based on the current reported call volumes, a full consolidation would see approximately 350,000 calls annually (9-1-1 and non-emergency), which equates to about 40 calls an hour on average. An ACD will provide priority and equitable distribution of calls, and is a companion to the PSAP MIS in tracking performance metrics of the center and individuals for quality assurance and control purposes.

### **4.5 Call Volume/Workload**

There are three key work areas that comprise the core services and therefore workload of a PSAP; they are:

1. Call volume (emergency and non-emergency)
2. Dispatching responders, monitoring radio traffic
3. Administrative support, e.g., record keeping activities

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<sup>3</sup> [https://www.dhs.gov/sites/default/files/publications/LMR%20for%20Decision%20Makers\\_508FINAL.pdf](https://www.dhs.gov/sites/default/files/publications/LMR%20for%20Decision%20Makers_508FINAL.pdf)



**4.5.1 Call Volume**

To quantify the workload, *FE/Kimball* first surveyed the participating agencies for statistical data on number of calls received and made, number of documented calls for service that were created in the Computer Aided Dispatch (CAD) systems, and listings of the administrative support functions performed by the PSAP operations staffs.

The 9-1-1 call volume for the cities of Marion and Cedar Rapids, and Linn County, is acquired by querying data from the customer premise equipment (CPE) management information systems (MIS) at each PSAP. The non-emergency and administrative calls for Cedar Rapids and Linn County were extracted from their administrative phone system. The city of Cedar Rapids and Linn County reported 9-1-1, non-emergency and administrative (inbound and outbound) call volume, and the city of Marion reported 9-1-1 call volume only. To determine overall call volume for Marion, the non-emergency/administrative inbound and outbound calls were estimated using a known industry rule of thumb of multiplying the 9-1-1 call volume by three. Table 2 reflects the actual and estimated emergency and non-emergency call volume for each participating municipality:

**Table 2 – Actual and Estimated Emergency and Non-Emergency Call Volume**

Years Reported/Estimated 2014-2017	City of Marion	Linn County	City of Cedar Rapids	Total Calls by Type
<b>Average Annual 9-1-1 Calls</b>	10,500	14,008	70,000	94,508
<b>Average Annual Non-Emergency/Administrative calls (Inbound and Outbound)</b>	30,000	75,293	160,000	265,293
<b>Total Call Volume</b>	40,500	89,301	230,000	359,801
<b>Notes:</b>				
1. Linn County 9-1-1 call count from 2016 only. Non-Emergency/Administrative call count not available for 2015-2016				
2. Cedar Rapids 9-1-1 and Non-Emergency/Administrative call county from 2015 and 2016 only				
3. City of Marion Non-Emergency/Administrative call counts not available – Used industry trend of 3x number of 9-1-1 calls				

**4.5.2 Dispatching**

Dispatching activities are more difficult to quantify as a time consumption since only calls for service in CAD are traceable. The amount of effort associated with each dispatch varies greatly. Examples of the varied effort are demonstrated in the amount of time applied to the announcement portion of dispatch, the monitoring, follow-up activities such as phone calls, notifications, benchmarking, and the close out of each call for service.



These activities may take seconds as in a broadcast of a Be-on-the-Lookout, or minutes as in an uncomplicated traffic stop, or hours as in a reportable offense such as a burglary or in a working fire scenario.

To project the workload associated with dispatching, the CAD calls for service counts are used to form a foundation of effort. Applying a timeframe to this effort requires estimating the average time spent dispatching and monitoring each call, with more weight placed on the routine calls that comprise much of the workload of responders. Significant consideration is given to the number of agencies and individual units and apparatus dispatched and monitored, as well as the number of current dedicated dispatch positions staffed around the clock. Table 3 contains the number of reported CAD events for each PSAP and the number of current console positions with equipment for 9-1-1 call answering, dispatching and computer aided dispatch (CAD).

**Table 3 – CAD Events and 9-1-1 Console Positions by PSAP**

Years Reported 2014-2017	City of Marion	Linn County	City of Cedar Rapids	Total Events
Average Annual CAD Events	23,597	50,543	130,000	204,140
Number of Consoles Equipped with CPE, Radio and CAD	3	4	8	15
*Cedar Rapids CAD events were reported as averaging 130,000 annually. Specific data by year was not available.				

#### 4.5.3 Administrative Support

The administrative support activities are the most difficult to quantify as there is no standard or specific data point captured. These activities are typically clerical in nature and vary widely. These activities are both critical components of investigation through timely data queries, entries and maintenance; and administrative in nature such as human interface between the public and response agencies' staffs. In PSAPs operated by response agencies, the administrative support activities are significant and often represent most of the workload. Larger PSAPs with heavy call volume and number/size of agencies dispatched tend to move away from administrative support functions due to call volume exceeding a dozen 9-1-1 calls per hour on average. These larger agencies are also more likely to have dedicated record keeping and administrative staff apart from the PSAP staff.

For this study, the administrative support activities are considered in projecting staffing needs for the individual agencies. In projecting staffing needs in a consolidated environment, it is reasonable to assume one third to one half of administrative support activities will remain with the participating response agencies, not transitioning to the



newly formed PSAP. Qualifying adjustments will be necessary should consolidation move forward based on decisions made by the participating agencies.

**4.5.4 Staffing**

Linn County and the City of Cedar Rapids report that they have the full complement of authorized staff, and the City of Marion reports that they are operating with 75% of their authorized staff. Table 4 contains the reported authorized and actual staff of each PSAP.

**Table 4 – Authorized vs. Actual Staffing Levels**

	City of Marion	Linn County	City of Cedar Rapids	Total No. of Staff
<b>Authorized Number of Staff</b>	8	12	25	45
<b>Actual Number of Staff as of Oct. 2017</b>	6	12	25	43

No matter the call volume, industry standards development organizations NENA, APCO, NFPA and the associated and non-associated accreditation entities, require or recommend that the minimum number of positions to be staffed around the clock is two. The staffing tools developed by NENA and APCO, rooted in the use of the Erlang-C<sup>4</sup> calculator, will project a minimum of two positions to be staffed for any call load exceeding one call per hour. The reasons for the minimum two position projection is the ability to better manage the provision of pre-arrival instructions, to maintain at least one staffed position when the other must leave the room for breaks or administrative support activities, and to coordinate/prioritize workload during surge periods. For higher call volume PSAPs the staffing tools project three positions for hourly call volume between 13 and 25, four positions for hourly call volume between 27 and 41, and so on.

The staffing tools are utilized for 9-1-1 and non-emergency/administrative calls by adjusting the call answering performance metrics. For 9-1-1 calls the NENA call answering standard of 90% of 9-1-1 calls answered within 10 seconds.<sup>5</sup> There are additional metrics that should be considered and applied during performance measuring and monitoring once baselines are established, these include time of day and day of week.

The process of projecting number of full time equivalent (FTE)<sup>6</sup> employees to occupy the positions 24 hours a day year-round, is accomplished within the NENA staffing tool by applying anticipated or required breaks, leave, training and other duties, to the base number of call takers ratio to number of positions to be staffed around the clock. Industry best practices apply a ratio of five FTEs to occupy one position around the clock.

<sup>4</sup> <http://www.erlang.com/calculator/erlc/>

<sup>5</sup> [http://c.vmcdrn.com/sites/www.nena.org/resource/resmgr/Standards/NENA\\_56-005.1\\_Call\\_Answering.pdf](http://c.vmcdrn.com/sites/www.nena.org/resource/resmgr/Standards/NENA_56-005.1_Call_Answering.pdf)

<sup>6</sup> <http://www.businessdictionary.com/definition/full-time-equivalent-FTE.html>



Generalized application of the anticipated or required breaks, leave, training and other duties, increase the ratio of FTEs to positions commensurate with the number and types of administrative support activities reported.

**4.5.5 Maintaining Current Configuration of PSAPs**

For the Cities of Marion and Cedar Rapids, and Linn County, to continue as separate PSAPs while increasing their staffed positions to be in line with industry standards would require a significant increase in the number of employees. Table 5 reflects the number of console positions and FTEs projected to accommodate the reported call volume and overall workload. Note that projections are segregated by types of consoles to be staffed and are not differentiated by skillset - this means that call-taking and dispatching are skillsets owned by all trained staff. Calculations are made based on call answering standards for 9-1-1 calls, estimated non-emergency/administrative call volume, and number of dispatch consoles to be staffed.

**Table 5 – Projected Console Positions and FTEs**

Projections to Meet Standards	City of Marion	Linn County	City of Cedar Rapids	Total
<b>Total No. Console Positions</b>	5	8	9	22
<b>Total No. FTEs</b>	23	36	46	105

Linn County reports an average of 1.59 emergency/9-1-1 calls per hour and 7 non-emergency and administrative calls per hour based on statistics for 2014-2016. The Erlang-C calculator projects the need to staff three positions around the clock to adequately handle this call load. Using the NENA Staffing Tool estimate of five FTEs to occupy one position around the clock, Linn County will need 15 FTEs to accommodate the combined emergency and non-emergency/administrative call volume. An additional console should be staffed to accommodate the continued provision of administrative support, for example, record keeping, to the served agencies; and the anticipated leave, breaks, training, meetings, benchmarking and other duties. Staffing this additional position will require a minimum of five FTEs. Linn County will continue staffing three dedicated dispatch consoles for dispatching responders of the served law enforcement and fire agencies, and radio relief, requiring 15 FTEs to staff these dispatch positions. One console position should be added for a supervisor. Due to the number of operations staff, a projection of two supervisors are needed per shift to meet NFPA supervision recommendations.

The City of Marion reports an average of 1.19 emergency/9-1-1 calls per hour and four non-emergency and administrative calls per hour based on statistics for 2014-2016. The



Erlang-C calculator projects the need to staff two positions around the clock to adequately handle this call load. Using the NENA Staffing Tool estimate of five FTEs to occupy one position around the clock, Marion will need 10 FTEs to accommodate the combined emergency and non-emergency/administrative call volume. An additional console is not added to accommodate the continued provision of administrative support, for example, record keeping, to the served agencies; the anticipated leave, breaks, training, meetings, benchmarking and other duties, as the call volume and number of agencies is anticipated to be handled within the total projected FTEs. Marion should staff two dedicated dispatch consoles for dispatching responders of the served law enforcement and fire agencies; requiring 10 FTEs to staff these dispatch positions. One console position should be added for a supervisor. Due to the number of operations staff, a projection of one supervisor is needed per shift to meet NFPA supervision recommendations; requiring three FTEs to fill the supervisor positions.

The City of Cedar Rapids reports an average of eight emergency/9-1-1 calls per hour and 18 non-emergency and administrative calls per hour based on statistics for 2014-2016. The Erlang-C calculator projects the need to staff four positions around the clock to adequately handle this call load. Using the NENA Staffing Tool estimate of five FTEs to occupy one position around the clock, Cedar Rapids will need 20 FTEs to accommodate the combined emergency and non-emergency/administrative call volume. One additional console is needed to accommodate the continued provision of administrative support, for example, record keeping, to the served agencies, the anticipated leave, breaks, training, meetings, benchmarking and other duties will require five FTEs. Cedar Rapids should staff three dedicated dispatch consoles for dispatching responders of the served law enforcement and fire agencies, and radio relief, requiring 15 FTEs to staff these dispatch positions. One console position should be added for the supervisors. Due to the number of operations staff, a projection of two supervisors are needed per shift to meet NFPA supervision recommendations, requiring six FTEs to fill the supervisor positions.

Using these projections, in total the existing centers would require 24 equipped consoles and 105 operational staff to achieve the level of position configuration and staffing required to meet the industry standards. This figure represents bringing the PSAPs into compliance with the number of positions necessary to accommodate the call volume, administrative support duties, dispatching, required and recommended leave, breaks, meetings, training and other duties.

#### ***4.6 Consolidation Models***

In developing the two viable consolidation models, projections follow to illustrate a fully consolidated operation and the transition of services from the smallest PSAP, Marion, into one of the larger PSAPs, Cedar Rapids or Linn County.



**4.6.1 Full Consolidation**

Based on the data reported and the projections for the individual PSAPs, a fully consolidated center serving both cities and the county will handle an average of 11 emergency/9-1-1 calls per hour. The Erlang-C calculator and the NENA Staffing Tool were used in the same manner, following the same logic that produced the individual PSAP's projections in the previous section. Table 6 contains the projected number and type of positions, and associated FTEs needed in a fully consolidated center:

**Table 6 – Projected Positions**

<b>Consolidated Center Projected Workload, Consoles and FTEs</b>	
<b>Average 9-1-1 Calls Per Hour</b>	<b>11</b>
<b>Average Non-Emergency/Administrative Calls Per Hour</b>	<b>20</b>
<b>Call-Taking/Administrative Support Console Positions</b>	<b>5</b>
<b>Dispatch Console Positions</b>	<b>5</b>
<b>Supervisor Console Positions</b>	<b>2</b>
<b>Total Console Positions</b>	<b>12</b>
<b>Total FTEs</b>	<b>59</b>

These projections are based on the statistical data provided by each PSAP. A consolidated center will average ~11 emergency/9-1-1 calls per hour, and ~20<sup>7</sup> non-emergency/administrative calls per hour. The consolidated center should anticipate continuing to provide administrative support functions to the served agencies at approximately one half the current level of service, and to be able to accommodate leave, breaks, training, meetings and other duties. The call-taking and administrative support workload will require five console positions staffed around the clock by 25 FTEs. Dispatch console positions are projected to be one for LCSO, one shared for CRPD and MPD, one for Fire countywide, one Fire Assist and one Radio Relief. This requires five dispatch console positions staffed around the clock by 25 FTEs. The number of supervisors projected per shift of three is based on the NFPA recommendation for span of control per supervisor to not exceed five to seven employees.

**4.6.2 Transition of Marion PSAP into Linn County or Cedar Rapids**

Using the projected number of console positions and FTEs, a transition of the 911 call volume and dispatching of Marion into the Cedar Rapids or Linn County operations would reduce the overall number of console positions from 24 down to 21 in a Linn County and Marion consolidation, leaving Cedar Rapids as is; or, 24 down to 19 in a Cedar Rapids

<sup>7</sup> Note that many administrative calls will most likely not route to the consolidated center during normal business hours, therefore a projection for this workload is reduced by one half for purposes of this calculation.



and Marion consolidation, leaving the County as is. The number of overall FTEs from 105 down to 97 in a Linn County and Marion consolidation, leaving Cedar Rapids as is; or, 105 down to 87 in a Cedar Rapids and Marion consolidation, leaving the County as is. Table 7 compares the requirements of both models.

**Table 7 – Comparison of Workload/Staffing per Model**

	Linn/Marion	Cedar Rapids	Totals (Model A)	Cedar Rapids/Marion	Linn County	Totals (Model B)
Average 9-1-1 Calls Per Hour	3	8	11	10	2	12
Average Non-Emergency/Administrative Calls Per Hour	12	18	30	22	7	29
Call-Taking/Administrative Support Console Positions	5	6	11	5	4	9
Dispatch Console Positions	4	3	7	4	3	7
Supervisor Console Positions	1	2	3	2	1	3
Total Console Positions	10	11	21	11	8	19
Total FTEs	46	51	97	51	41	92

In a Linn County and Marion consolidation, the average number of 9-1-1 calls per hour will be ~3, and the average number of non-emergency/administrative calls per hour will be ~12. With consideration for accommodating the administrative support workload, three console positions will need to be staffed around the clock by 15 FTEs. Dispatch positions will be needed and configured as one for the LCSO, one for countywide Fire, one for Marion Police, one for Fire Assist and Radio Relief. This requires four console positions to be staffed around the clock by 20 FTEs. Two supervisors per shift using one console staffed by six FTEs.

In a Cedar Rapids and Marion consolidation, the average number of 9-1-1 calls per hour will be ~10, and the average number of non-emergency/administrative calls per hour will be ~22. With consideration for accommodating the administrative support workload, six console positions will need to be staffed around the clock by 30 FTEs. Dispatch positions will be needed and configured as one for Cedar Rapids Police, one for Marion Police, one for cities-wide Fire, one for Fire Assist and Radio Relief. This requires four console positions to be staffed around the clock by 20 FTEs, and two supervisors per shift using one console staffed by six FTEs.

Note that both models are calculated using the console and FTE projections that will bring the individual PSAPs into compliance with the industry standards and recommendations for handling workload. The Cedar Rapids/Marion model results in the same projected 11



console positions and staff of 51 that the individual PSAP projections forecasted for Cedar Rapids. This simply means that absorbing the call volume and dispatching duties of Marion will not require a further increase in number of console positions and FTEs for Cedar Rapids. Conversely, the Linn/Marion model creates a further increase from eight to ten console positions and FTE increase from 36 to 46.

Note that while a co-located model was not to be projected per the scope of work for this study, understanding that a lesser level of cost and service efficiencies could be gained through the construction of a single facility and shared technology. The inefficiencies are found in the need to maintain staff for each agency, house the larger total staff and more expansive equipment and systems. The benefit of a co-location is that individual agencies could retain their disparate policies and procedures.

#### ***4.6.3 Workload and Staffing Summary***

The individual/separate PSAP staff improvements represent significant increases in overall staffing based on the Erlang-C calculations and are to be considered with the understanding of how the assumptions and standards are applied to decisions about what changes will be pursued. The calculations are first applied to 9-1-1 calls with the goal of allotting adequate time for call processing that includes pre-arrival instructions, and always maintaining a minimum of two call takers no matter the volume. The calculations for the non-emergency, administrative and outbound calls are then tabulated using a base call processing average time frame of 2 minutes per call, and takes into consideration the administrative support activities that must continue. Consideration is given to the NFPA span of control recommendation that a supervisor in a 911 center should oversee no more than five to seven people on the operations floor.

Other industry references, e.g., APCO and NENA, are considered as they cite best practices of maintaining a dedicated supervisor that is not answering phones or monitoring a radio channel. This best practice drives the addition of supervisory staff that are not part of the calculations for the operations positions and FTEs. It is common across the nation, particularly in smaller PSAPs, to utilize a senior employee in a supervisory role and/or to have a designated supervisor double as a call taker or dispatcher when on duty. This is considered a risky practice as the supervisor cannot provide aid, oversight or mentoring when they are acting in a call taking or dispatching role.

The results of these calculations and considerations indicated that a single consolidated center would require 54 operational staff to achieve the level of staffing required to meet the industry standards. This is nearly half the operational staff needed should the individual centers increase their number of consoles and FTEs to meet the same industry standards.



Future consideration and planning must track with the trending population growth countywide. Census data has shown a growth rate from 2010 to 2016<sup>8</sup> of 9.5% in Marion, 3.7% in Cedar Rapids and 4.9% in the County overall. The County and Cities must anticipate this growth to continue to trend upward.<sup>9</sup> Subsequent projections of workload, console and FTE numbers, and space needs, will require the addition of a growth factor of at least 1% annually, and should be performed prior to each annual budgeting process.

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<sup>8</sup> <https://www.census.gov/quickfacts/fact/table/marioncityiowa,cedarrapidscityiowa,linncountyiowa/PST045216>

<sup>9</sup> <http://www.iowadatancenter.org/datatables/CountyAll/co2010populationprojections20002040.pdf>



## 5. Costs

### OPERATIONAL COST EFFICIENCIES

Currently, the County and Cities are maintaining more systems, circuits, equipment and personnel than will be required under a fully consolidated environment. A consolidation of some systems is already in effect. Radio and GIS data are shared at a regional level, and the same 9-1-1 telephone system is in place in each PSAP. There are two different CAD systems in use and numerous duplicated ancillary systems, equipment, and networking in place at and in support of each agency. A future consolidated PSAP improves fiscal responsibility and allows for efficiencies to be gained.

Costs of implementing technology are heavily dependent on the specific systems selected and implementation schedule. Though the County and Cities' PSAPs currently use the same CPE and radio system, a significant reduction in infrastructure and hardware costs will be realized by reconfiguring the systems into one primary site and one back-up site. The timing of consolidation in phases will see the transitioning of staff and equipment possibly following replacement timelines. Investing in systems that fulfill the primary site and back-up site system needs are far less expensive than replacing systems across several PSAPs of varying size and volume.

### AUTOMATED SYSTEMS

#### Radio

The radio system is shared regionally and accommodates mutual aid and interoperability needs. The end user equipment is funded by the individual municipalities and agencies. Cost savings and efficiencies for the already consolidated radio system are realized in the consolidated center through the removal of system connectivity costs generating savings for the County and Cities in support of the public safety agencies. There will be one-time and on-going costs for system connectivity and console procurement costs during the implementation of the new consolidated center. The regional radio system is not a direct PSAP and consolidation cost as the system governance and funding are already established and will not be significantly impacted by a consolidation of PSAPs.

#### 9-1-1 Telephony, Logging Recorders and Mapping

The 9-1-1 telephony systems are networked by the local exchange carriers, and will be further networked by the planned statewide ESInet at a future point. The 9-1-1 telephony network costs and primary and backup PSAPs' CPE are funded through the wireline and wireless 9-1-1 surcharge. The 9-1-1 telephony network and CPE for all three PSAPs was purchased with wireline and wireless funds and the system is managed and maintained by the PSAPs. The PSAPs currently use basic GIS mapping layers showing address points, parcel boundary, municipal boundary, building footprint, and street center line data



provided by the County. The installation and maintenance of the non-emergency and administrative phone lines and systems is borne by the individual municipalities.

The Linn County 9-1-1 Services Board is the fiscal agent of the surcharge revenue on behalf of the County and Cities that is used to fund the CPE and supporting network infrastructure. The 9-1-1 surcharge also provides funding for the purchase and maintenance of logging recorders for the PSAPs. The wireline and wireless surcharges provide funding which enables the County's GIS mapping layers to be utilized for 9-1-1. The 9-1-1 mapping data and supporting systems are provided by the County to the PSAPs. Cost savings and efficiencies from consolidating the 9-1-1 telephony systems, logging recorders and mapping for the County and Cities are realized in the consolidated center through:

- An improvement in process efficiencies and response times realized by public safety agencies through the omission of the delay caused by transferring calls and re-questioning the callers
- A reduction in the logging recorder devices necessary to support all agencies
- An improvement in coordination of updated GIS data

#### **Circuits and Enhanced 9-1-1 Network**

In a wireline environment, the Network Services Costs are based on the number of telephone access lines in the County and Cities. These access line counts are adjusted annually to update billing to the County and Cities. These adjustments mean that Network Services Costs will fluctuate based on the number of access lines in service. In the NG911 environment, there will be core services and network components fully funded via the universal device fee at the state level. There will be components of the equipment and network that may be the responsibility of the local PSAPs. There are also networking components that will be unchanged by a consolidation of PSAPs. It is important to note that there will be cost savings overall for local and state realized in reducing:

- Make Busy Circuits
- PSAP Maintenance
- Extended ALI for Wireless Phase II

#### **Computer Aided Dispatch (CAD)**

The City of Marion has a Shieldware® CAD system and the LCSO and Cedar Rapids share a Hexagon/Intergraph CAD system. The Shieldware® system does not appear to have the capacity, features or functionality, necessary to support a multi-agency/multi-jurisdictional workload of the level currently handled countywide and in Cedar Rapids. The Intergraph CAD is shared between Cedar Rapids and LCSO, and is a proven system of capacity, features, functions and robust build, to accommodate a large multi-agency/multi-jurisdiction workload. Expansion of the Intergraph CAD would most likely be the least time consuming and least expensive route to a consolidated system. The



investment made by the County and the City of Cedar Rapids into a system of this caliber was no doubt significant and as such should be preserved. The City of Marion proportionally made a similar investment into their CAD system, however the transition to a consolidated operation cannot be supported by the Shieldware® CAD.

The cost to expand and reconfigure the Intergraph CAD will not be known until a decision is made on whether a partial or full consolidation will be pursued. The cost savings and efficiencies from implementing a centralized CAD system are realized in the consolidated center through:

- An improvement in processes through standardized data sets and improved functionality in the event data capture process
- Record keeping/access and data sharing through a central repository of all public safety response data for individual or shared use by all served public safety agencies and select data sharing partners at the local/regional, state and federal levels
- Providing a common platform for integration/interface with CPE, mapping, NCIC and other applications as needed
- Placing the fiscal responsibility for the single system into the consolidated center budget to support procurement, updates/upgrades, service and replacement of one system

### **Equipment**

There are numerous equipment costs that are common for all participating agencies. This equipment includes chairs, printers, fax machines, and headsets to name a few. Each agency budget bears the cost of purchase, maintenance and replacement of this equipment. This myriad of equipment supports administrative processes, record keeping, interagency communication, operation specific tasks and more. Most are critical components of the 9-1-1 operation, as in industry standard headsets and intensive use chairs. Cost savings and efficiencies from equipping a consolidated center will be found in:

- Reduction of overall equipment from supplying all sites to one primary site and one back-up site
- Re-using duplicate equipment elsewhere in the agencies' operations or to equip the back-up site
- Opportunities to improve the quality of equipment used to support operations

### **PERSONNEL AND OPERATIONAL COSTS**

Depending on a partial or full consolidation decision, the agencies can expect to see Planning and Transition (P&T) costs during the first 12-18 months of the consolidation process. These costs include personnel transition costs such as:

- The hiring of, or transition of an existing, Director



- The hiring, or transition of existing, support staff; and expansion of formal programs with staff such as QA and training
- The standardization of operational staff transitioning into the consolidated operation; and/or the addition of staff to bring the complement up to industry standard based projections
- Standardization of, and accommodations for, the compilation of SOPs/SOGs under the consolidated center
- Acclimation of staff through training on operational and policy changes
- Overtime costs during acclimation training and during the physical cut over from the three PSAPs to one

Though the personnel costs will no doubt increase overall, savings are found in less tangible though key areas of operations. Cost savings and efficiencies in personnel re-organization for a consolidated center are realized through:

- Saving overall on training and certification investments
- Centralizing and streamlining staff
- Standardization of pay and classification
- Standardization of hiring and training process
- Providing clear and multiple career paths and additional professional status for staff
- Removing constraints to interagency communications
- Providing centralized chain of command and accountability
- Providing structure for oversight and quality assurance/control and other support functions that improve performance and retention
- Reduced stress on staff through a broader distribution of work load and adequate staff levels that allow appropriate use of leave time
- Staff skill level will allow the addition of future technologies and programs to the responsibilities of the center staff in support of served agencies and other public safety entities at the local, regional, state, and federal levels
- Better coordination of emergency operations for short-term and long-term incidents
- Opportunities for escalating certification and accreditation ratings and efforts for both the consolidated center and served agencies
- Opportunities for improved interoperability arrangement with all County and City agencies, neighboring jurisdictions, and regional, state and federal levels of response
- Opportunities to establish the consolidated center as a regional communications hub increasing likelihood of further regionalization in the future

These efficiencies and more are benefits to a consolidation and cannot be stressed enough as they provide compelling reason to consolidate and the goals of improving



services to the citizens of Linn County and the Cities of Cedar Rapids and Marion, and the improved safety of the responders.

## **CAPITAL COSTS**

Capital costs are considered one-time costs as they encompass efforts that may not have to be repeated for decades, particularly in the case of the building construction where planning is normally for a 20-year lifecycle. For the County and Cities to continue as separate PSAPs, the municipalities should expect to have costs associated with maintaining that autonomy. Projecting these costs is based on industry trends in system and equipment lifecycles. There will be costs not yet known that are not anticipated and therefore cannot be quantified for this report. Some of these unexpected costs may be:

- Construction resulting from individual buildings becoming overcrowded due to accelerated growth in an area
- Individual buildings becoming uninhabitable due to unforeseen catastrophic incidents such as manmade or natural disasters, e.g. the frequent river flooding impacting LCSO and Cedar Rapids
- Unforeseen system failures or system needs requiring unplanned replacement

If the County and Cities' PSAPs do not consolidate, the cost of maintaining autonomous communications operations is measured in inefficiencies. Even if all systems are consolidated, the human factors of skill-sets and proximity for communications purposes (situational awareness) play the largest role in reducing overall call processing and response times. The goal of any communications center is the ability to handle an emergency call one-time and relay the information to responders as quickly as possible. It is well-known that multi-jurisdictional responses tend to be the more severe higher priority responses as in calls requiring both law enforcement and medical and/or fire response.

Another area of consideration of projected capital costs that are difficult to quantify are expenses that may arise from missed or denied funding opportunities for regional, state-wide, or federal partnerships. Many current funding opportunities and anticipated opportunities are based on interoperability, data sharing, and multi-agency center needs rather than single entity, standalone centers. Consolidating or interconnecting voice and data systems are the goals of all levels of public safety and homeland security. To that end, most opportunities are aimed at providing funding and support to consolidation and interconnection of services to allow for the level of interoperability necessary to support communications of all types at all levels and to reduce single entity centers. This is expressed by the Iowa 9-1-1 Program Office by the consolidation incentive grant program.

### **Consolidation Capital Outlay – One-time Capital Costs**

A common misunderstanding of consolidation of services is that consolidation saves money. Though it is possible that ultimately the County and Cities will experience an



overall cost savings, and more importantly, vast increases in service efficiencies, the initial costs of consolidation are high. Consolidation implementation costs are first and foremost an investment to improve service and therefore safety for citizens and responders. Costs savings through centralizing systems and facilities come after consolidation is completed and may not be fully realized for several years.

There are specific planning and transitional tasks that must be completed to insure a successful consolidation. These efforts incur costs not only in money but in dedicated time or staff hours.

An example of a specific cost is site selection, facility programming, and renovation/construction. A rough order of magnitude (ROM) estimate for the development of a conceptual design is approximately ~\$50,000. The largest one-time cost will be the facility renovation or construction costs as the capacity, security and hardening, and potential to handle growth will determine the square feet and layout of the facility. The facility should be planned and constructed based on a 20-year projected need therefore eliminating or reducing the need to relocate, renovate or rebuild within 20 years.

Note that the following tasks requiring time to accomplish equate to cost on various levels. Planning and transition oversight for example may require approximately eight hours a week for a period of two years. Whether performed by existing or newly hired staff or an outside expert individual or firm, the estimated cost associated with this effort or support is roughly \$120,000.

There are many planning and transition tasks and activities that cannot have projected costs associated with them until decisions are made regarding partial or full consolidation, and under what structure (e.g. County, one of the Cities, or separate authority). Those tasks/activities include:

- The time dedicated to fully and properly plan the transition will be rewarded in a reduction in duplicated efforts, reworking and/or retrofitting implementation processes.
- Establishing a governance structure and agreements, and organizational and management structure for the center in the initial stages of planning will avoid work stoppage and delays caused by political/turf battles.
- The transition or hiring of a Director for inclusion in the planning process will save time and money during the actual transition by having this pivotal position committed well before the transition of personnel, well versed in the planned process and therefore able to oversee and/or assist in the transition.
- Establishing operating procedures during the planning phase to provide the backbone for the training and transition of personnel and service
- Establishing pay and classification, and hiring/acclimating center staff



## ***5.1 Facility***

For the purposes of projecting a cost estimate for this study, a high-level space needs review was conducted using the projected 12 consoles as the base. The anticipated space allotment per position console is 175 square feet (SF). The 175 SF represents the individual footprint of a position as normally fitting within a 10-foot by 10-foot area (100 SF) with the remaining 75 SF representing the necessary areas surrounding the furniture footprint, such as pathways, open areas, doorway access and clearance allowance in compliance with the Americans with Disabilities Act (ADA). This preliminary spatial allocation number is generally used for planning and can fluctuate with various room configurations and/or system furniture solutions.

Using the allotment of 175 SF per console, an estimated 2,100 SF would be needed for just the operations floor space. Administrative, support and essential adjacencies expand the overall space requirements to ~3,600 SF. These spaces typically include equipment and mechanical rooms, training, offices, storage, restrooms, meeting/multi-purpose rooms, bunkrooms, kitchen and breakroom. For budgeting and planning purposes, a rough order of magnitude (ROM) cost projection for a facility of this size is \$2.2mil. Costs to renovate an existing space cannot be projected without further study of the specific space(s). A complete facility assessment of existing spaces, potential sites, new construction and renovation estimates are included as an optional phase of the current scope of work and are not addressed in this study.

Should a consolidation initiative move forward, and the participants proceed with construction of a new facility or renovate an existing building, industry best practices for PSAPs should be given consideration.

The design of a space intended to support 24/7/365 operation must meet the needs of a modern PSAP. Of foremost importance is the comfort and safety of the employees and the capacity of the space to address the current needs, as well as the needs for the next 10-20 years. A hardened design is desired and intended to allow the operation to continue when the surrounding community is affected by power outages, severe weather events, and manmade and/or natural disasters. There are compromises, and decisions required to accommodate limitations in funding, vision and, at times, politics. The effort and attention given to the design of a new facility, and specifically to the allocation of the communications space and support areas by the facility occupants, will determine the capacity and life span of the structure, service and, ultimately, the organization.

The industry standards cited and used to guide the design input and technology best practices recommended include:

- National Fire Protection Association (NFPA) Section 1221



- Commission on Accreditation for Law Enforcement Agencies (CALEA)
- National Emergency Number Association (NENA)
- Association of Public-Safety Communications Officials - International (APCO)

These standards-setting entities provide standards and guidance in the operations and technical aspects of a modern PSAP. Standards and Guidelines for communications sites governing the electrical, grounding and cable infrastructure and communications systems design include:

- National Electrical Safety Code (NESC)
- The latest edition of NFPA 70
- National Electrical Code (NEC)
- American National Standards Institute/Telecommunications Industry Association/Electronic Industries Alliance (ANSI/TIA/EIA) standards
- BICSI Telecommunications Distribution Method Manual (BICSITDMM)
- Motorola R56 Standards and Guidelines for Communication Sites
- Institute of Electrical and Electronic Engineers' (IEEE)

Additional consideration must be given to codes adopted by the local jurisdictional authority. For example, if the participants follow the most recent version of the International Building Code (IBC), specific criteria must be followed to ensure the stability and integrity of buildings identified as critical facilities.

## ***5.2 Governance Options, Organizational Structure and Requirements***

Developing an appropriate governance structure for a consolidated communications center is a critical component to enabling the center manager to effectively manage center resources and provide the best possible service to all user agencies and the community. The development of a governance structure can often be impacted by political and user agency control issues. Therefore, it is important to realize when combining services that the communications manager will need to utilize his or her center resources to best balance the needs of all user agencies as opposed to a single class of service. While this balance can be easily achieved, the governance structure can positively or negatively impact the ability of the center management to maintain the balance long term.

The consolidation of emergency communications should be a truly collaborative effort between the law enforcement, fire/rescue, medical and emergency management agency heads, and the County and Cities' decision makers. This effort should ultimately result in



the establishment of a communications center that is a full partner with other public safety agencies, rather than a subordinate of those agencies. The business model approach of service provider and customer(s) will result in equal and optimum service to all user agencies.

Many different governance structures are used across the nation and each governance model has positive and negative aspects. However, in FE/Kimball's experience, the following options may represent the best fit for Linn County and the Cities of Cedar Rapids and Marion:

### ***5.2.1 Option 1 - Independent County Department***

In this model, the consolidated communications center is established as a stand-alone County department. Under this model, the director position would be a department head level position and would report, ideally, to the County Board of Supervisors. This model will:

- Allow the director to have the autonomy necessary to manage departmental resources in the most efficient and effective manner. It should be noted that in any appropriate governance structure the user agencies retain control of field responses. For example, in a consolidated environment the user agencies still determine what units or type of equipment will be dispatched to a specific type of call. Control of the agencies' dispatch and response plans do not and should not revert to the communications center. The communications center uses dispatch protocol and plans developed by each user agency, but do not have the authority to alter it. The autonomy needed by the communications director refers only to the internal protocols, deployment and management of the communications center staff.
- Create a governance structure for the communications center that cannot be interpreted as biased or controlled by a single user agency. One common complaint heard when a consolidated communications center is placed under the direct authority of a single user agency is that the center then favors that parent agency and delivers a higher level of service to the parent agency as a result.
- Create a structure that remains independent of the relationship between law enforcement and fire/rescue. Often when the communications center is a part of either law enforcement or fire, conflicts between the heads of those agencies can virtually eliminate any forward movement by the communications director for the center. The director and center become a political football bounced between the departments. While current relationships are positive, this structure would protect the center from the impact of negative relationships in the future. Operational



direction should be provided by an Advisory Board comprised of appropriate stakeholder agency representatives such as the Sheriff and Chiefs of Police and Fire.

- Allow the communications director to make personnel and internal policy decisions that are in the best interest of the communications center in a timely manner. Again, policy decisions regarding response plans should always remain under the control of the user agencies.
- Allow the director to make budget decisions that are in the best interest of the communications center without political influence.
- Provide the public and public safety responders upgraded service levels resulting from an organizational structure that includes separate levels of certification and training requirements for the disciplines of call taking, police dispatching, fire and EMS dispatching. These general disciplines are then further parsed to include levels of certification from basic through master/tactical.
- Ensure all operational personnel are in proximity to each other without any walls or geographical barriers. When all the staff is near each other, they are more accessible and can more easily communicate. Proximity allows staff to maintain a clear picture of overall county- and city-wide public safety and situational awareness. This type of communication and overall awareness enables the center staff to provide a higher level of service to the field personnel and to the community.
- Improve quality of service, cost efficiencies and operational efficiencies as the outcome of a well planned and executed consolidation.
- Create a more efficient deployment of internal and external resources. Effective movement of personnel occurs on situational need. Properly planned and executed personnel training and transition increases staff professionalism and can enhance commitment by staff to the organization and served agencies. With adequate staffing, controlled retention and proper training, and a schedule that best fits the needs of the staff and center operations, overtime can be better controlled and reduced.
- Suggest that a single consolidated center model is more cost-effective beginning with the facility itself, a single consolidated center over time will be more efficient to maintain than two separate centers or one collocated operation within one facility. Singular systems and streamlined networks will realize cost efficiencies as well.



- Afford opportunities for staff development, coordination and communication, meetings, staff supervision, budget preparation and administration via concentrated efforts and are more effective in a well-managed consolidated model. The opportunities for friction among dual staff and management are increased in separate or segregated configurations.
- Allow any disagreement regarding the deployment of communications center resources or service levels to be resolved through the County and Cities' Management.

### ***5.2.2 Option 2 - Part of the LCSO or Cedar Rapids Police***

In this model, the consolidated communications center would be established as part of one of the agencies. Due to size and service areas, the City of Cedar Rapids Police or the Linn County Sheriff's Office. Under this model, the director position would report to the Sheriff or Police Chief. While the existing operational models indicate that this could be a viable model, there are inherent issues that may:

- Inadvertently cause differing levels of service to be provided based on a lack of knowledge of the needs of the other agency, therefore supporting perception of bias by field personnel.
- Impede the ability of the director to make decisions that are in the best interest of all classes of service and the center itself.
- Place the director in a politically untenable position and prevent the director from effectively managing the center's resources and budget.

To offset these potential obstacles to a healthy and quality driven organization, this model will need to include an executive board or steering committee comprised of all public safety agency heads and insure the needs of all agencies are addressed. Unfortunately, adding an executive board creates another level of authority that will place the director in the difficult position of having multiple direct reports (two or more supervisors); officially the direct report within the parent department, the board itself and the chief of the other department.

### ***5.2.3 Administrative Support***

Both models assume that administrative support such as payroll services and facilities would be provided to the center by the County or Cedar Rapids directly or through the parent department.



### **5.2.4 User Groups**

Once the planning phase is underway, **FE/Kimball** recommends the development of User Groups to address any issues, operational and technical, specific to individual agency needs.

Based on the agencies served, these user groups should be aligned with law enforcement, fire/rescue, medical, animal control and emergency management. The size and composition of each group can be determined by the agencies represented. The exchange of information between these groups and the communications center management staff will facilitate improvements to service for responders and citizens. The formation of these advisory groups will allow user agencies to have a positive effect on, and sense of involvement in, the quality of service provided to the citizens and responders.

## **5.3 Governance Model Recommendation**

It is **FE/Kimball's** experience that a consolidation is truly a collaborative effort on the part of all stakeholders. The communications center, law enforcement and fire/rescue have the same mission; to provide the best possible life saving service to the community. With this mission in mind, it becomes possible for the communications center to be established as a true partner in the public safety community by the relinquishment of daily operational control to a centralized service unit supporting law enforcement and fire services. Therefore, **FE/Kimball** recommends that the County and Cities establish a consolidated communications center as an independent civilian department.

While this governance model represents a notable change for the user agencies, it provides the structure needed by a future communications center director to most effectively manage personnel and resources. Through the effective balancing of user agency, community, and communications center needs, all will receive the highest level of service possible by the communications center.

## **5.4 Funding Mechanisms**

### **5.4.1 Iowa Funding Background - Funding Statutes and Administrative Rules**

Iowa State Code Chapter 34A<sup>10</sup> and the Iowa Administrative Code Section 605, Chapter 10<sup>11</sup> details the state's 9-1-1 Program Office's authority and the way surcharges

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<sup>10</sup> <https://www.legis.iowa.gov/law/iowaCode/sections?codeChapter=34A&year=2017>

<sup>11</sup> <https://www.legis.iowa.gov/docs/aco/chapter/605.10.pdf>



are collected from wireline, pre-paid, wireless and all communications devices, and distributed; and how 9-1-1 systems and networks are funded and maintained statewide. The 9-1-1 Program Office under the Department of Homeland Security and Emergency Management, and the advisement of the 9-1-1 Communications Council, manages the programs and processes that provide funding to the local 9-1-1 Service Boards' PSAPs.

In a 9-1-1 Program Training presentation dated October 2, 2017,<sup>12</sup> the 9-1-1 Program office provides the salient points of change in Chapter 34A for fiscal year 2018. The changes include a \$7 million cap on physical consolidation grants from the Operational Surplus, and note that the remaining funds will be passed through to the Service Boards. The information also included consolidation funding details noting that the focus and goal is to reduce local cost by covering all carrier and network costs, and reducing the local cost of eligible systems and maintenance such as CAD, mapping, loggers and CPE, and programs such as EMD.

#### ***5.4.2 Funding Options Addressing Capital, Transition and Ongoing Operational Costs***

##### ***5.4.2.1 Capital Expenditures***

The anticipated capital expenditures for consolidated center include, but may not be limited to:

- Construction costs of renovation and/or new construction
- The transition and/or procurement of additional dispatch console furnishings
- Radio control consoles to outfit additional positions. Note that existing, newly installed MCC7500 consoles may be relocated, with additional licenses and hardware augmenting configuration.
- 9-1-1 and administrative telephony equipment (hardware and software) as needed to complete complement. Note that this is a cost recoverable via the 9-1-1 Consolidation Grant Program
- Update the Hexagon CAD system for consolidated center through data and response plan build out, and additional licenses and hardware to complete complement of the existing shared system that has been determined capable of fulfilling all served agencies' needs.

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<sup>12</sup> [http://homelandsecurity.iowa.gov/programs/E\\_911.html](http://homelandsecurity.iowa.gov/programs/E_911.html)



- Upgrade and merge the Eventide recording system with current and future capacity and remote access to the level to accommodate all logging needs of a consolidated environment.
- Peripheral/ancillary systems in support of consolidated operations, such as paging notification system(s), intranet, and web-based communications systems in support of served agencies' needs.
- Renovation and appropriate equipping of an alternate or back-up facility located in an adjacent or nearby county to make it suitable to properly house operations for an extended period should the primary facility become uninhabitable

#### **5.4.2.2 Capital Funding**

There are four options identified as feasible through which the County and Cities can acquire capital funding for consolidating the three PSAPs into a single center, or into two PSAPs. Consolidation one-time capital costs include a suitable facility, systems and equipment, planning and transition of personnel, processes and technology.

- Grant Funding:
  - There are limited federal funding opportunities that the County and Cities are eligible for that include opportunities from the Department of Homeland Security and its divisions. These opportunities avail the County and municipalities to special projects funding earmarked for federal programs, regionalization, data-sharing, and interoperability. The greatest grant opportunity is the Iowa DHS 9-1-1 Program Consolidation Grant. This fund is specifically focused on assisting local 91-1- Service Boards with the capital and transitional costs of consolidating.
- Wireline, wireless and pre-paid, and communications device surcharges:
  - Identified as an existing funding source, these surcharges each have similar specific limitations to what is eligible to be funded with these revenue streams. There is reported to be adequate funding in the Linn County 9-1-1 fund balance and in projected fund payments to fund the acquisition/update and expansion, maintenance and if necessary the replacement of specific eligible services and systems. These funds provide financial relief for the County and municipalities by funding upgrades to and reconfiguration of the 9-1-1 telephone system, the voice logging recorder, CAD and mapping system and services.



- Bond:
  - Should the cost of a new facility to house a consolidated center, providing a collocation with EMA, and backup capacity for adjacent/neighborhood counties, cannot be fully funded with consolidation grant funds, it may be necessary to augment grant funding with a bond. If this requires the County to increase debt capacity, a referendum for bond issuance may be needed. Even with a referendum to allow further County debt, this is still a possible funding mechanism for one-time capital costs.

#### **5.4.2.3 Operational Funding**

The County and Cities must develop an equitable, dedicated funding source for the purposes of funding operations, maintenance, and debt service for a countywide consolidated emergency communications center. In developing the operational funding mechanism consideration should be made toward allowing the operating funding stream to generate capital funding. This can be accomplished in two ways:

- Building a capital reserve fund line item into the budget allowing a set amount to accumulate annually toward future capital needs such as:
  - Lifecycle replacement of systems and equipment
  - Building maintenance and/or future renovation or additions in support of expanded operations should other counties, cities or agencies seek to join the consolidated center
  - Other needs such as transitioning additional public safety operations, or related countywide or regional services, into the complex
  - Transitioning local, regional, state, or federal partnership operations space and technology needs such as a fusion or data center
- Accumulating portions of/remaining fund balance annually toward the same capital improvement plans listed above.

Capital and operational funding can also be acquired from achievable regionalization beyond Linn County. With regional goals, state level response, and federal programs, the County and Cities can realize additional cost savings, efficiencies, and future funding opportunities. Regionalization, interoperability, and expansions in many service areas will provide the optimum service to a larger regional population and will spread to benefit neighboring jurisdictions, state, and federal response levels through better communication and coordination during normal service levels and in times of crisis.



### **5.4.3 Potential Cost Savings**

Actual cost savings may not be realized for several years after consolidation due to start-up costs that include renovation/construction costs, capital purchases, relocation costs, training, additional staffing and acclimation of employees to new systems and protocols. For the first years beyond Planning and Transition after the initial investments have been made, and operational support is fully transitioned to a normal level, cost savings will be realized in the following areas:

- Reduction in duplication of services, systems, and support, particularly during upgrading and/or replacing infrastructure and systems.
- Efficiency in operations and parity in public safety services through lower information and transaction costs. These costs savings are measured by convenience of performing tasks, and convenience of systems development, maintenance and upgrade/replacement.

### **5.4.4 Cost Distribution Models**

The distribution of costs associated with establishing and maintaining a newly consolidated PSAP requires that all participants agree on the distribution formula. Achieving consensus is often a contentious and challenging task. The criteria used to determine the distribution of costs frequently yield different results for participants so agreeing on what is fair and equitable can be difficult, largely a matter of perspective and very much a regionally driven decision. For example, using strictly population as the basis for cost distribution may provide one agency/municipality significant cost savings while another agency's/municipality's costs increase. Conversely, using only 9-1-1 call volume per agency may reverse those results. Commonly, multiple criteria are used to reach a formula that is considered fair and equitable by all participants.

Clearly, establishing an acceptable formula can be a roadblock in the consolidation process. Most often, this issue is addressed early in the pre-implementation process, along with governance, to determine if the consolidation will be able to move forward. If participants are unable to agree on a distribution formula, then the rest of the implementation process cannot take place.

The following sections contain cost distribution models that may be used as a starting point for discussions.



#### ***5.4.4.1 Population-Based Model***

With population-based funding, a formula would determine the contribution rate for individual municipalities to PSAP costs, based on the census information for that municipality.

Positive attributes include the following:

- Easy formula to use, as contribution is based on the percentage of total population each participating municipality contains.
- Population can be used as part of a more complex formula such as one third each of calls for service, property values and population.

Negative attributes include the following:

- May not consider the transient, seasonal, or unique populations such as prisons, resort areas or universities.
- Does not consider significant increases in population that occur during normal business hours.

#### ***5.4.4.2 Usage-based Model***

Usage-based funding is a mechanism based on the number of 9-1-1 calls received and/or dispatched for each municipality.

Positive attributes include the following:

- Would consider the higher burden placed on the PSAP by municipalities that have a high transient or visitor population, or include areas that generate higher than normal 9-1-1 calls.
- A simple formula to calculate based on records maintained through PSAP systems.

Negative attributes include the following:

- Funding can vary from year-to-year depending on crime rates, major incidents, such as storms and other disasters, while PSAP operational costs remain constant.
- The number of 9-1-1 calls alone may not accurately reflect the work load generated by a municipality or user agency. The actual work load will depend on



the number of administrative calls received and handled by the PSAP, and the performance of any ancillary duties that may be specific to a user agency.

#### **5.4.4.3 Call Volume-based Model**

This model has two variations. In the first variation, cost distribution is based on each municipality's portion of the total number of 9-1-1 calls handled by the PSAP. In the second variation, the distribution is based on each municipality's portion of the total number of 9-1-1 and administrative calls handled by the PSAP.

Positive attributes include the following:

- Simple methodology
- Actual call counts can be easily determined with management information system (MIS) software that is part of most 9-1-1 telephony systems

Negative attributes include the following:

- Basing cost distribution on 9-1-1 calls only does not accurately reflect the workload each municipality brings to a consolidated center as it does not include administrative calls, which are the larger portion of the call volume.
- Dispatch activity is not reflected in the cost distribution. While it is logical to assume that the level of dispatch activity would be in line with the number of 9-1-1 calls, this is not always the case. An agency that gets few 9-1-1 calls, but whose field personnel are very active in initiating their own activities (parking, traffic stops, fire inspections etc.) could affect the overall workload of the PSAP much more than the 9-1-1 call count indicates.

When first consolidating, **FE/Kimball** recommends that the cost distribution model be as simple as possible and based on data that is measurable and consistent across all participants. Once the consolidation has taken place and other measurable data is developed, the cost formula should be re-visited.



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## **Appendix A - PSAP Surveys: Linn County, City of Marion, City of Cedar Rapids**

See the following files provided separately and included here by reference:

*Appendix A - CECOM\_ PSAP Survey.xls*

*Appendix A - Linn Co.xls*

*Appendix A - Marion PD.xls*



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**Appendix B - Joint Emergency Communications Center  
(JECC) Cedar Rapids Emergency Communications  
(CDCOM) Backup PSAP Agreement (Johnson County and  
Cedar Rapids)**

See the following file provided separately and included here by reference:

*Appendix B - JECSA 28E Agreement.pdf*



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## **Appendix C - Iowa Code/2013 Title I State Sovereignty and Management Subtitle 12 Emergency Control Chapter 29C Emergency Management and Security**

See the following file provided separately and included here by reference:

*Appendix C - 2013 Code - 29C.pdf*



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**Appendix D - Agreement between City of Cedar Rapids and  
Chauffeurs, Teamsters and Helpers Local No. 238 (Joint  
Communications) July 1, 2016 - June 30, 2019**

See the following file provided separately and included here by reference:

*Appendix D - Joint Comm 063019 Collective Bargaining Agreement.pdf*



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**Appendix E - Agreement between Linn County, Iowa and  
Public, Professional and Maintenance Employees, Local  
2003, I.U.P.A.T., July 1, 2017 through June 30, 2020**

See the following file provided separately and included here by reference:

*Appendix E - LCSO-ppmecontract-17-20Collective Bargaining Agreement.pdf*



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**Appendix F - Master Contract between the City of Marion  
Iowa and the Marion Policeman's Protective Association  
(MPPA) July 1, 2016 to June 30, 2020**

See the following file provided separately and included here by reference:

*Appendix F - MPPA Contract.pdf*



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## **Appendix G - Linn County Iowa Communications Systems Diagrams**

See the following file provided separately and included here by reference:

*Appendix G - F1402005 Model (1).pdf*

*Appendix G - F1402026 Model (1).pdf*



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## **Appendix H - Linn County Hexagon/Intergraph Scope of Work and Renewal Quote for I/CAD and I/LEADS**

See the following file provided separately and included here by reference:

*Appendix H - 1-X59A4Z Linn IA County of SO 17-18 QUOTE.pdf*

*Appendix H - Intergraph SOW 2011.pdf*



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**Appendix I - Linn County PSAP Consolidation in 10 Pages,  
March 2016 by Cedar Rapids' Charlie McClintock**

See the following file provided separately and included here by reference:

*Appendix I - Linn County PSAP Consolidation in 10 pages.pdf*



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

**AGENDA ITEM # L – 1**

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

**DATE:** February 20, 2018

**AGENDA ITEM:** Garbage Collection

**ACTION:** None

**SYNOPSIS:** The current waste contract is up for renewal in July. At the last meeting, staff handed you a copy of the letter that was submitted by Wapsi Waste outlining their desire to continue as the City's waste hauler. It has been over ten years since the City looked at changing waste haulers. Waste Management and Republic have shown an interest in becoming our waste hauler as well. It is possible that the City would have to move away from the tag system if they went with another firm. Staff is seeking direction from the Council on moving this process forward. More specifically:

Does the Council want to open the waste contract for bid?

Are you open to moving to an automated system as this would eliminate the tag system?

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/13/18

**AGENDA ITEM # L - 2**

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

**DATE:** February 20, 2018

**AGENDA ITEM:** Budget

**ACTION:** Motion

**SYNOPSIS:** I wanted to leave this in as a placeholder in case you had questions regarding the budget materials you have received.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/13/18

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

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
February 20, 2018**

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- Confluence will be here throughout the day on February 21, 2018 for input and planning sessions.
- The Mount Vernon Community Wellness Center fundraising group will be hosting an open house on Wednesday, February 28, 2018. The open house will run from 5 p.m. to 7 p.m. in the City Council Chambers.
- Staff would like to hold a Finance Committee meeting on Monday, March 5, 2018. Representatives from EMC insurance will be here to discuss their insurance products.