

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time:	February 5, 2018 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	February 2, 2018

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

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

- 1. Unscheduled

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

- D. Consent Agenda**

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

- 1. Approval of City Council Minutes – January 15, 2018 Regular Council Meeting
- 2. Approval of City Council Minutes – January 22, 2018 Council Work Session
- 3. Approval of Liquor License – Yock's Landing
- 4. Approval of Liquor License – Scorz Bar and Grill

- E. Public Hearing**

- 1. None

- 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 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)

- G. Resolutions for Approval**

- 1. 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
- 2. Resolution #2-5-2018B: Fixing a Date for a Public Hearing on the Proposal to Enter into a Development Agreement with Midwest Development Co.

H. Mayoral Proclamation

1. None

I. Old Business

1. 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)*

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of February 19, 2018 City Council Meeting – Council Action as Needed
3. 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
4. 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
5. Discussion and Consideration of Land Purchase for an Extension of Elliot Park – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Budget
2. Green Space Contributions in Proposed Subdivisions

M. Reports of Mayor/Council/Administrator

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

N. Closed Session – Pursuant to Chapter 20, Exempt Session for Employee Relations

O. Adjournment

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

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

D. Consent Agenda

The Mount Vernon City Council met January 15, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, Christensen and Rose. Absent: Mayor Jamie Hampton.

Call to Order. Mayor ProTem Marty Christensen called the meeting to order at 6:30 p.m.

Agenda Additions/Agenda Approval. Motion made by Wieseler, seconded by Roudabush to approve the 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 2, 2018 Regular Council Meeting

Appoint Mike Buser – EMA

Appoint Mike Buser and Doug Shannon – Linn County E911

Appoint Marty Christensen – Mayor Pro Tem

Appoint Marty Christensen and Tom Wieseler – Personnel Committee

Appoint Eric Roudabush and Scott Rose – Safety Committee

Appoint Stephanie West and Marty Christensen – Finance Committee

Appoint Scott Rose and Eric Roudabush – Infrastructure Committee

Appoint Stephanie West and Tom Wieseler – Economic Development Committee

Appoint Eric Roudabush and Chris Nosbisch – Fire Department Advisory Board

Appoint Tom Wieseler – Liaison to Cole Public Library

Appoint Tom Wieseler – Liaison to Cornell College

Appoint Doug Shannon, Derek Boren, and Lori Lynch – LMVAS Board

Public Hearing

Public Hearing on a Proposed Amendment to Chapter 90.03 Mandatory Connections of the Mt. Vernon Municipal Code. The new re-written ordinance presented for consideration allows Council some discretion in approving private wells within the City limits and also creating limitations on when wells can be used.

Two major changes are proposed; eliminating the amortization schedule and providing Council flexibility to make determinations on a case by case basis. The new ordinance has been reviewed and approved by the City Attorney. Christensen asked how this will effect wells for commercial purposes to which Nosbisch said it will still allow for them to come to the City Council. The issue with business wells is capacity; depending on the square footage may require sprinkler systems and pressure could become an issue. Mayor ProTem Christensen declared the Public Hearing open. As there were no comments from the public Mayor ProTem Christensen closed the Public Hearing.

Ordinance Approval/Amendment

Ordinance #1-15-2018A: Amending Chapter 90.03 Mandatory Connections of the Mt. Vernon Municipal Code. Christensen stated that he is not in favor of approving the ordinance with commercial as well as residential. He is concerned with the type of industry that could put pressure on the City's water table and aquifers and doesn't see the need for it. Roudabush asked for clarification when he asked what the difference was if a commercial business used well water or City water; whether they pump it or the City pumps it it's still from the same aquifer. Christensen said the reason he sees it differently is because there would be no constraints on a basically free resource once the well is drilled whereas there would be a fee

for City pumped water. Wieseler said that he is not troubled with the commercial aspect included. Rose said he understood the point Christensen made but felt there were opportunities along the way for the right decisions to be made. Roudabush motioned to approve the first reading of Ordinance #1-15-2018A, seconded by Wieseler. Roll call. Motion carries.

Resolutions for Approval

Resolution #1-15-2018A: Approving the City of Mt. Vernon Strategic Planning and Goal Setting Report 2018. Council was given the final draft from the strategic planning and goal setting session for approval. Rose motioned to approve Resolution #1-15-2018A, seconded by West. Roll call. Motion carries.

Resolution #1-15-2018B: Approving Real Estate Option Agreement between the City of Mt. Vernon and the Mt. Vernon Community School District. This resolution allows for the future property transfer (a little over 4 acres) for the construction site of the new Wellness Center located at the corner of 10th and Palisades. The City will pay the school \$60,000.00, allow them use of ½ of the gym space from 3:30 to 5:30 p.m., November through February, use of the batting cages from 3:30 to 5:30 p.m., January through May, use of 30 parking stalls when not in use by the City and provide volunteer and unpaid internships to the students of the MV Community School District. The School Board has already taken action and approved the sale of land. Roudabush asked if there are any fees involved to which Nosbisch said that there are no fees when we use school space and there will be no fee when they use Wellness space. West said she was glad to see that it's a requirement that both parties meet twice a year to review and discuss the terms of the agreement. Roudabush asked how damages will be handled. Nosbisch explained that from an insurance stand point it won't matter but cameras will help determine whether it was an accident or on purpose. Rose motioned to approve Resolution #1-15-2018B, seconded by Wieseler. Roll call. Carried all.

Old Business

Discussion and Consideration of Establishing a Poet Laureate for the City of Mt. Vernon – Steve Maravetz – Council Action as Needed. There was no discussion and this item continues to be tabled. This item will be removed from future agendas.

Motions for Approval

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

AIRGAS INC	CYLINDER RENTAL FEE-PW	59.80
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	115.32
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	31.34
BARNYARD SCREEN PRINTER LLC	SUPPLIES-P&REC	714.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	124.00
BOBCAT OF CEDAR RAPIDS	FILTERS-RUT	179.73
CARDIAC SCIENCE CORP	EQUIP MAINT-PD	295.00
CARDIAC SCIENCE CORP	EQUIP MAINT-PD	295.00
CAREPRO PHARMACY	SUPPLIES-RUT,P&REC,P&A	58.01
CARQUEST OF LISBON	VEHICLE MAINT-PW	263.45
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	272.20
CENTURY LINK	PHONE CHGS-PD	51.41
CHRIS NOSBISCH	MILEAGE-P&A	230.30
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	30.00
COMFORT SOLUTIONS	FURNACE MAINT-WAT	247.50
CR LC SOLID WASTE AGENCY	LEAVES-SW	319.92
CUSTOM HOSE & SUPPLIES INC	LEAF VAC HOSE-SW	402.10
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	48.34
DIESEL TURBO SERVICES INC	AIR HOSE-RUT	19.72
ESCO ELECTRIC COMPANY	GENERATOR CHECK-UP-RUT	258.00

FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FUTURE LINE TRUCK EQUIPMENT	SHAFT SPINNER KIT-RUT	124.83
GARY'S FOODS	SUPPLIES-P&A	206.07
GLENN WOLFE	FURNACE MAINT/VC-P&A	75.00
GOVDEALS	LEAF VAC TRAILER-SW	11,250.00
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-PD	25.00
HDC	SUPPLIES-P&A,PW	315.20
INT'L ACADEMY OF PUBLIC SAFETY	TRAINING-PD	335.00
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
IOWA INSURANCE DIVISION	509A FILING	100.00
IOWA PRISON INDUSTRIES	POSTS-RUT	403.15
IOWA SOLUTIONS INC	S.WEST SETUP,C.NOSBISCH EMAIL	467.50
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	370.00
IOWA SOLUTIONS INC	BUSINESS INTERNET SEVICES-PD	273.00
IOWA SOLUTIONS INC	PATCH MGMT,FIREWALL-PD	59.00
JDM CONCRETE LLC	SIDEWALK PROJECT	25,671.52
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOE'S QUALITY WINDOW CLEANING	WINDOW CLEANING-P&A	100.00
KONICA MINOLTA BUSINESS	MAINTENANCE PLAN/COPIES	420.34
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	370.00
LINN COUNTY PUBLIC HEALTH	CONC STAND FOOD SERVICE LICENSE	101.25
LYNCH FORD	TRAILER BRAKES-RUT	499.53
LYNCH FORD	VEHICLE MAINT-RUT	118.79
LYNCH FORD	EXHAUST EMISSION CONTROL-RUT	44.96
MARTIN EQUIPMENT	EQUIPMENT MAINT-RUT	37.64
MATT SIDERS	MILEAGE-P&REC	85.07
MEDIACOM	PHONE/INTERNET-RUT	268.00
MEDIACOM	PHONE/INTERNET-PD	256.23
MEDIACOM	PHONE/INTERNET-SEW	189.16
MEDIACOM	PHONE/INTERNET-P&REC	158.89
MEDIACOM	UTILITY SERVICE-FD	8.47
MEDIACOM	PHONE/INTERNET-POOL	429.13
MERIDITH HOFFMAN	MILEAGE-P&A	39.24
MID AMERICA METER INC	EQUIP-WAT	348.31
MID STATES ORGANIZED CRIME	MEMBERSHIP-PD	100.00
MOUNT VERNON ACE HARDWARE	EQUIP MAINT-FD	28.87
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	163.64
MOUNT VERNON BANK & TRUST CO	SAFETY DEPOSIT BOX-P&A	35.00
MOUNT VERNON BANK & TRUST CO	TRANSFER WIRE FEE-SW	16.05
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	962.32
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	225.00
MV ACE HARDWARE	SUPPLIES-ALL DEPTS	1,667.16
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
NICK NISSEN	FITNESS MEMBERSHIP-RUT	100.00
PAYROLL	CLAIMS	61,761.13
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	84.78
RIVER PRODUCTS COMPANY INC	ROADSTONE-WAT	94.63
SANDRY FIRE SUPPLY LLC	MEDICAL SUPPLIES-FD	741.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,590.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	390.00
STATE HYGIENIC LAB	TESTING-SEW	2,842.00
SUE RIPKE	CELL PHONE STIPEND-ALL DEPTS	220.00
THOMPSON TRUCK & TRAILER INC	WIPERS-RUT	77.92

US CELLULAR	CELL PHONE-PD	116.17
VAN METER INC	LED RETROFIT KITS-RUT	112.94
WENDLING QUARRIES	SAND-WAT	239.76
WEX BANK	FUEL-PD,WAT,SEW	1,072.94
	TOTAL	120,763.40

Discussion and Consideration of Parking Space Closure Request on the South Parking Lot – Sam Jennison – Council Action as Needed. Sam Jennison has purchased the building located on the corner of 1st Ave and 1st Street. He will be opening a restaurant in the lower portion of the building. There is not access to an alley for a dumpster at this location and so is asking Council to consider allowing him the use of one parking space in the south parking lot, west side of 1st Ave S. Council was reluctant to give up a parking space and asked if any other areas had been considered; had he talked to the other business owners. Mr. Jennison said that he had searched the area but had not talked to any business owners. West said that she talked to Meridith Hoffman, owner of 100 1st Street SW, (formerly Big Creek Market). Hoffman told her that she had been contacted about locating the dumpster right behind her building but because she doesn't know who will be in her property (building is currently empty) she didn't want to commit. Roudabush said that behind the retaining wall at Matt Margheim's parking lot there was a green space that could be cut out to fit a dumpster. West said that if the City has to give up a parking spot this would be the one to give up but wants to make sure that all other suggestions have been ruled out. Roudabush motioned to approve the parking space closure suggested once all private business owners in the area have been spoken to, seconded by Rose. Carried all.

Discussion and Consideration of New Furnace – West Water Treatment Plant – Council Action as Needed. Staff has received one quote from Comfort Solutions for the replacement of the furnace at the West WTP. Two more quotes are expected. The Comfort Solutions quote is for the amount of \$3,107.00. Staff asked Council to approve the replacement of the furnace at an amount not to exceed that number. If one of the expected quotes comes in under this amount the purchase can still be completed at the lower cost. The monies for the replacement will come from the existing Water budget. Rose motioned to approve the purchase of a new furnace for the West Water Treatment Plant not to exceed \$3,107.00. Carried all.

Discussion and Consideration of Pass through Longevity Payment to the CDG Director – Council Action as Needed. The CDG Board has voted to reward Joe Jennison, CDG Director, for an extremely solid year. Because the director position is a part of the City's payroll Council must also approve the request. Motion to approve the pass through bonus for CDG Director made by Rose, seconded by West. Carried all.

Reports to be Received/Filed

Mt. Vernon Police Report. In December Police Chief Shannon said there were 4 reported collisions and 30 incidents. Reports included OWI, domestic abuse and credit card fraud as well as others. Officer Gehrke attended the Rotary Meeting at Cornell. Chief Shannon facilitated a planning committee meeting for review of the Linn County Multi-jurisdictional Hazard Mitigation Plan. Officer Blinks is advancing through the FTO training program and has begun working shifts on his own. Officers worked 19.5 hours of STEP. Supplementing police coverage for the City of Lisbon has resulted in 2,280 minutes of patrol and 11 calls for service.

Mt. Vernon Public Works Report. A water main break was discovered and repaired. It is estimated that City crews have spread about 50 tons of salt. City crews have started tree trimming in the SW quadrant.

Mt. Vernon Parks and Rec Report. The P & Rec Board is preparing to present the final Nature Park trail project to Council next month. A new pitching machine has been purchased. Total cost was \$1,299.00 with

\$800.00 covered by fundraising. Boys' basketball has started. Youth Wrestling started in January with 26 kids. The Lego Robotics Team Pond Water won a trophy for the Project Award and Team Legoats qualified for State. 100 kids and their parents participated in the Holiday Open Gym, December 27-29.

Discussion Items (No Action)

Budget. Nobsisch explained that with the changes that are coming to Mount Vernon there will be additional strain on the existing staff. Working with department heads a five year staffing projection/timeline was created. Five positions were identified; a City Planner, an assistant to the Parks & Recreation Director, Public Works operator, a Police receptionist and a patrol officer. Each position was explained by Nobsisch but the one Council seemed most interested in was the position of City Planner. Duties would include the Sidewalk Project, sub-division review, mapping software, planning and zoning, and nuisances. Council wanted more information on the funding source for this position. Revenue from the new developments won't come in for a few years. West asked what the terms would be regarding projecting hours by the duties. Nobsisch said that the City hired a summer intern who worked all 40 hours each week on the Sidewalk Project. He expected that the City Planner position would work about 30 hours on that project, zoning could take 1-2 days per week plus there are the monthly meetings for Planning and Zoning and Zoning Board of Adjustment. Christensen asked that they be provided with quantification of the hours for the vision he has for the duration of the Sidewalk Project. Also, staff was asked for a five year revenue projection; what does it mean to grow by 260 homes.

Monthly Listening Posts. Rose said that the last meeting was well attended and proposed having a monthly forum with defined topics. Rose said he didn't want this to become a burden to anyone and there may be 30-40 people between the five council, mayor, City staff and various commission members that could participate. Council agreed it was a good idea to continue Listening Posts.

Reports of Mayor/Council/Administrator

City Administrator's Report. The CAT grant application has been completed and will be delivered to the Iowa Economic Development Authority on Tuesday, January 16, 2018. The Linn county Board of Supervisors has agreed to provide \$10,000.00 to the project if the CAT grant is successful. The 1st by-pass steering committee meeting will be on Wednesday, January 17, 2018 at City Hall. Staff will be meeting with V&K engineers on Wednesday, January 24, 2018 to discuss costs associated with the Quiet Zone.

As there was no further business to attend to the meeting adjourned, the time being 8:22 p.m., January 15, 2018.

Respectfully submitted,
Sue Ripke
City Clerk

January 22, 2018
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The Mount Vernon City Council met January 22, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, Christensen and Rose.

Discussion Items (No Action)

Budget Work session. At 5:50 p.m. Mayor Jamie Hampton called the meeting to order. City Administrator Chris Nosbisch gave all Capital Improvement Plan worksheets for FY18 and FY19. Starting with the current FY18 worksheet Nosbisch explained each project and whether it had been completed or if not, what progress has been made. The FY19 CIP included new capital projects and equipment purchases for the upcoming fiscal year budget. This work session was for discussion only; no decisions were made. Council was asked to review the handouts for future discussion.

As there was no further business to attend to the meeting adjourned, the time being 7:29 p.m., January 22, 2018.

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: Licensing2, ABD <licensing2@iowaabd.com> on behalf of licensing@iowaabd.com
Sent: Thursday, January 25, 2018 4:02 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Pending Dram Shop

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

License #	License Status	Business Name
	Pending Dram Shop	yock's landing (102 1st st Mount Vernon Iowa, 52314)
LC0036678	Pending Dram Shop	Scorz Bar & Grill (109 1st Street West Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

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

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

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

DATE:	February 5, 2018
AGENDA ITEM:	Ordinance #1-15-2018A
ACTION:	Motion

SYNOPSIS: Staff has incorporated the changes that were made by the Attorney. We have also included another suggestion made by our Engineer. This is shown as E. in the proposed ordinance. Staff has not received any further communication regarding this ordinance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

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

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	February 5, 2018
AGENDA ITEM:	Resolution #2-5-2018A
ACTION:	Motion

SYNOPSIS: This resolution is completed annually by the City. This resolution is giving authority to our representatives to act on behalf of the City of Mt. Vernon, and establishes Jules Scadden as the Executive Director of the service.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

RESOLUTION 2-5-2018A
NOTICE OF PROXY REPRESENTATION
AT THE 2018 ANNUAL MEETING OF THE MEMBERS
OF THE LISBON – MT VERNON AMBULANCE SERVICE

The incorporated City of Mt Vernon, Iowa, member of the Lisbon – Mt Vernon Ambulance Service, by action of its Town Council,

- a) has waived notice of the 2018 Annual Meeting of the members of the Lisbon – Mt Vernon Ambulance Service, and*

- b) has given Proxy to Jules Scadden-Executive Director present at the annual meeting of the Lisbon-Mt Vernon Stakeholders with full power and authority to act at this meeting in the place of the Town Council for the sole purpose of appointing the individuals as Directors of the Lisbon – Mt Vernon Ambulance Service. The following individuals request to be appointed as representatives to the Board of Directors of Lisbon-Mount Vernon Ambulance Service on behalf of the City of Mount Vernon and may be appointed unless otherwise stated by the Town Council:*

- 1. Derek Boren*
- 2. Lisa Cannon*
- 3. Lori Lynch*
- 4. Doug Shannon*

The above waiver of notice and appointment of Directors has been approved by Resolution No. _____ of the Town Council, duly adopted and recorded in the minutes of _____, 2018.

This proxy is valid only for the 2018 annual meeting and may be cast only for the appointment of the Directors named above.

(X) _____

Name _____

Position _____

Date _____

AGENDA ITEM # G – 2

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

DATE: February 5, 2018

AGENDA ITEM: Resolution #2-5-2018B

ACTION: Motion

SYNOPSIS: This resolution initiates the final step in the approval of the development agreement for Spring Meadow Heights (Skogman). The only item left to discuss is the proposed cap of \$5,000 for the recuperation of legal fees by the City. The overall costs to complete the agreement is closer to \$8,000 to \$10,000. I would suggest that we cap the fee collection of legal fees at \$8,000 instead of the proposed \$5,000.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH MIDWEST DEVELOPMENT CO., AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

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 (the "Urban Renewal Law") authorize cities to make 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 Chapter, 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 the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 6:30 P.M. on February ___, 2018, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Midwest Development Co.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF MOUNT VERNON IN THE STATE OF IOWA,
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH MIDWEST
DEVELOPMENT CO., AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon in the State of Iowa, will hold a public hearing on February __, 2018, at 6:30 P.M. in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Midwest Development Co. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements and Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Spring Meadow Heights Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of approximately 150 Housing Units, together with all related site improvements, and streets, sanitary sewer, storm sewer, trails, and other infrastructure, as outlined in the proposed Agreement.

The Agreement would obligate the City, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, to 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, unless the payments are ended earlier under the terms of the Agreement. The cumulative total for all such payments would not 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 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.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Mount Vernon in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Mount Vernon in the State
of Iowa

(End of Notice)

PASSED AND APPROVED this _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

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) \$5,000.00 or, (ii) 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 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.

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)

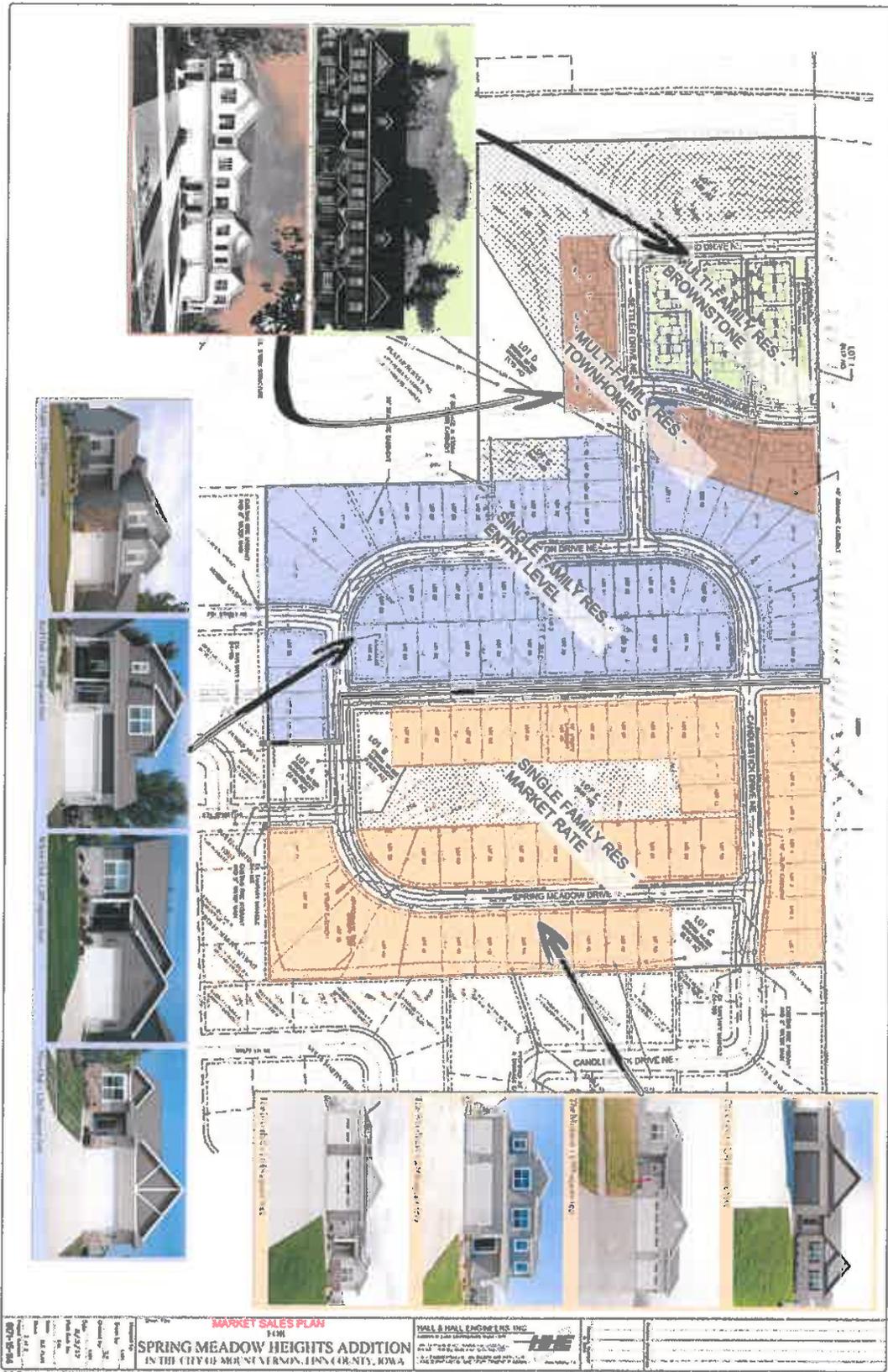
See Exhibit B-1 for a map of the Minimum Improvements.

The Public Improvements are streets, sanitary sewer, storm sewer, 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.

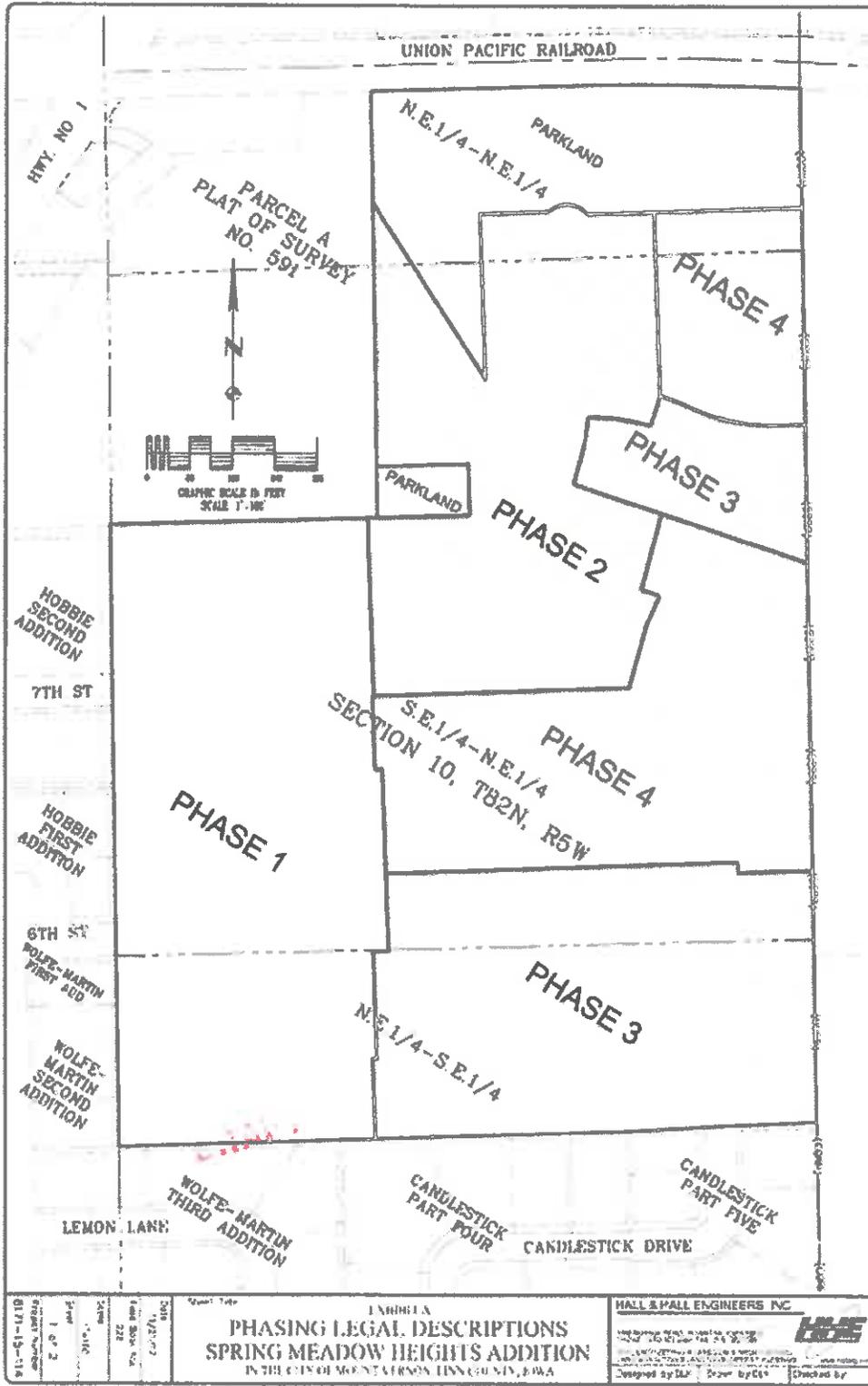
See Exhibit B-2 for a map of the Phases for Public Improvements.

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

**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 (%)						
		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	\$ 155,000		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	\$ 83,350	\$ 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 I]

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.

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

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

I. Old Business

AGENDA ITEM # I - 1

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

DATE: February 5, 2018

AGENDA ITEM: Steve Maravetz

ACTION: Motion

SYNOPSIS: I have attached an explanation from Steve Maravetz regarding the poet laureate. Steve is planning to attend the meeting to speak on this request further. The Council will need to remove the item from the table in order to initiate the discussion.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: MVAAC

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

Proposal to establish the position of poet laureate for the town of Mount Vernon

The goal of this initiative is to officially establish the position of poet laureate for the city of Mount Vernon, Iowa and to delineate a process by which succeeding poets laureates will be appointed.

Why a poet laureate? Mount Vernon is a town known widely for its arts community. In addition, Cornell College has an outstanding English Department. It seems fitting to acknowledge and honor those traditions. The benefits to the city of Mount Vernon will include the fact that it will be able to claim that it is the smallest city in America to have a poet laureate.

Summary

This is a two-year appointment and carries a stipend of \$500 per year, funding for which comes from the Mount Vernon Area Arts Council. The Poet Laureate of Mount Vernon is expected to write and deliver an original piece on an appropriate topic during the Memorial Day commemoration in Mount Vernon Cemetery. In addition, the Poet Laureate is expected to organize and execute one outreach activity in the community during each calendar year of the appointment.

Qualifications

Candidates should

- Have demonstrated writing proficiency;
- Have had their work published;
- Live within 10 miles of Mount Vernon;
- Submit the following
 - Current resume/CV;
 - Three samples of their work (all of which need not be published);
 - Three letters of support;
 - A suggestion for a community outreach activity appropriate for the position of Poet Laureate.
 - A brief statement about why they are interested in becoming the Poet Laureate of Mount Vernon.
- Desirable experience includes formal education in English or similar field, teaching English or similar classes, and organizing/presenting at workshops, seminars or other events.

Nominations

Candidates may nominate themselves or be nominated by someone else. If the nominee is put forward by someone other than him or herself, the nominee will be contacted by the MVAAC and asked to complete the application process.

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, FEBRUARY 5, 2018

PAYROLL	CLAIMS	60,540.80
PAYROLL	CLAIMS	57,818.96
GROUP SERVICES INC	INSURANCE-ALL DEPTS	20,302.08
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE 1	18,207.24
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	6,950.00
US BANK	CREDIT CARD PURCHASES	6,539.58
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,699.63
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,659.66
COMPASS MINERALS	SNOW SUPPLIES-RUT	3,429.85
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,255.64
LINN CO-OP OIL CO	FUEL-PW	2,470.43
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,049.85
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,875.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,842.75
DIESEL TURBO SERVICES INC	BREATHER KIT/2014 DUMP TRK	1,822.55
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	1,817.57
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,545.00
ROTO-ROOTER	CLEAN MAIN SEWER-SEW	1,535.00
AHLERS & COONEY P.C.	SPRING MEADOW HGHTS	1,196.84
MARTIN EQUIPMENT	BUCKET/SKID LOADER-PW	1,100.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	877.85
ALLIANT IES UTILITIES	ENERGY USAGE-PD	807.16
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES--P&A,WAT	695.00
AHLERS & COONEY P.C.	STONEBROOK URP	665.24
ALLIANT IES UTILITIES	ENERGY USAGE-FD	589.65
AHLERS & COONEY P.C.	BBAC/STONEBROOK	542.00
SIMMERING CORY IOWA CODIFICATION	CODE UPDATES-P&A	514.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	508.39
MARKET STREET TECHNOLOGIES INC	PREPAID LABOR-MVHPC	500.00
ULTRAMAX AMMUNITION	SUPPLIES-PD	430.00
MID AMERICA METER INC	EQUIP REPAIR-WAT	350.55
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	331.94
CAMPBELL SUPPLY CEDAR RAPIDS	TOOLS-RUT	326.66
JASON BLINKS	TRAINING-FD	320.96
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS	319.60
IOWA SOLUTIONS INC	SERVER DRIVER FAILURE,MAINT-PD	312.50
TIM KEEGAN	TRAINING-FD	289.64
MID AMERICA METER INC	EQUIP REPAIR-WAT	285.00
MEDIACOM	PHONE/INTERNET-PD	282.76
JACOB BUSTER	TRAINING-FD	281.81
VEENSTRA & KIMM INC	WAGON PASS EVALUATION	268.40
MEDIACOM	PHONE/INTERNET-P&A	256.51
DEREK BOREN	TRAINING-FD	227.00
ROBERT STUDT	TRAINING-FD	227.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	197.71
RACHAEL HEFFLEFINGER	TRAINING-FD	193.07
MEHRDAD ZARIFKAR	TRAINING-FD	193.07
GLENN WOLFE	THERMOSTAT,FILTERS-P&A	191.83
GALLS INC	UNIFORMS-PD	190.59
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	185.04
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	177.80
DIESEL TURBO SERVICES INC	SALT DOG/F450 REPAIRS-RUT	176.50
MEDIACOM	PHONE/INTERNET-RUT	161.13
IIMC	MEMBERSHIP-ALL DEPTS	160.00
ADAM DAKE	TRAINING-FD	156.53
CASEY O'CONNOR	TRAINING-FD	156.53
US CELLULAR	CELL PHONE-RUT,P&REC	150.96
NATE GOODLOVE	TRAINING-FD	148.70
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, FEBRUARY 5, 2018

JEROD LYNCH	TRAINING-FD	140.87
FUTURE LINE TRUCK EQUIPMENT	PIGTAIL, KICKSTAND, MISC-RUT	138.00
ANDY PITLIK	TRAINING-FD	125.21
TEMP VENDOR	ROTO ROOTER INV REIMB-SEW	112.35
CHRIS SANTIS	TRAINING-FD	112.16
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	107.30
TODD GEHRKE	TRAINING-FD	104.33
SEAN DIETRICH	TRAINING-FD	101.72
IOWA D.A.R.E. ASSOCIATION	MEMBERSHIP-PD	100.00
IIMC	MEMBERSHIP-ALL DEPTS	100.00
MATT SIDERS	FITNESS MEMBERSHIP-P&REC	99.55
CHRIS NOLL	TRAINING-FD	99.11
AHLERS & COONEY P.C.	SPRING MEADOW HGHTS URP	98.00
NICK BOREN	TRAINING-FD	96.50
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	90.64
BETHANY CAMPBELL-TVEDE	TRAINING-FD	86.06
DAVE HEEREN	TRAINING-FD	80.84
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	77.34
ALL SECURE	SECURITY SYSTEM MONITORING-POOL	75.00
ARAMARK	RUGS-FD	73.85
ARAMARK	RUGS-FD	73.85
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	72.45
P&K MIDWEST INC	AIR, OIL FILTERS-RUT	71.97
MIKE BUSER	TRAINING-FD	70.40
LORI LYNCH	TRAINING-FD	62.57
AARON POWER	TRAINING-FD	62.57
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
UNITYPOINT CLINIC-OCCUPATIONAL	MEMBERSHIP DUES-ALL DEPTS	60.00
STAPLES ADVANTAGE	BINDERS-P&A	59.79
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	57.03
NEAL'S WATER CONDITIONING SERV	WATER/SALT-RUT, P&A	53.90
SEAN BOREN	TRAINING-FD	52.13
KEITH HUEBNER	TRAINING-FD	52.13
MARK KROB	TRAINING-FD	52.13
IOWA MUNICIPAL FINANCE OFFICER	DUES-P&A	50.00
IOWA MUNICIPAL FINANCE OFFICER	DUES-P&A	50.00
IOWA STATE UNIVERSITY	TRAINING-PD	50.00
IOWA STATE UNIVERSITY	TRAINING-PD	50.00
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	48.84
STAPLES ADVANTAGE	SUPPLIES-P&A	48.30
JOSH FITZPATRICK	TRAINING-FD	44.30
STOREY KENWORTHY	TAX FORMS-ALL DEPTS	42.92
JEN LEE	TRAINING-FD	41.69
IOWA ONE CALL	LOCATES-WAT, SEW	41.40
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	41.26
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	37.83
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
FERGUSON WATERWORKS	EQUIP REPAIR-WAT	28.82
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	25.97
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-PD	25.00
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	22.88
KEATON BURGE	TRAINING-FD	20.81
PERSONAL TOUCH EMBROIDERY	UNIFORMS-RUT	6.50
	TOTAL	218,100.39

AGENDA ITEM # J – 2

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

DATE:	February 5, 2018
AGENDA ITEM:	February 19, 2018 Council Meeting
ACTION:	Motion

SYNOPSIS: The second Council meeting in February falls on the President’s Day holiday. Staff would suggest changing this meeting to Tuesday or Wednesday of the same week.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

AGENDA ITEM # J – 3

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

DATE:	February 5, 2018
AGENDA ITEM:	Set Public Hearing Date – FY 19 Budget
ACTION:	None

SYNOPSIS: The City of Mt. Vernon must adopt the budget and certify the levy rate to the State of Iowa by March 15, 2018. Once the levy rate is published, the Council will only be able to decrease the dollar amount. At this time, staff is recommending a levy rate of 12.99899 for FY 2019.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: State Budget Form – Rough Draft

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

Adoption of Budget and Certification of City Taxes

57-548

FISCAL YEAR BEGINNING JULY 1, 2018 - ENDING JUNE 30, 2019

Resolution No.: _____

The City of: Mount Vernon County Name: LINN

Date Budget Adopted: _____

(Date)

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

County Auditor Date Stamp		Telephone Number	Signature			
<div style="border: 1px solid black; width: 150px; height: 50px; margin: 0 auto;"></div>		January 1, 2017 Property Valuations				
		With Gas & Electric		Without Gas & Electric	Last Official Census	
		2a	137,810,838	2b	135,554,928	4,508
		3a	154,894,315	3b	152,638,405	
Regular DEBT SERVICE Ag Land		4a	1,308,536			

Code		Dollar	TAXES LEVIED			
Sec.	Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate	
384.1	8.10000	Regular General Levy	1,116,268	1,097,995	43	8.10000
Non-Voted Other Permissible Levies						
12(8)	0.67500	Contract for use of Bridge		0	44	0
12(10)	0.85000	Opr & Maint publicly owned Transit		0	45	0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center		0	46	0
12(12)	0.13500	Opr & Maint of City owned Civic Center		0	47	0
12(13)	0.06750	Planning a Sanitary Disposal Project		0	48	0
12(14)	0.27000	Aviation Authority (under sec.330A.15)		0	49	0
12(15)	0.06750	Levee Impr. fund in special charter city		0	51	0
12(17)	Amt Nec	Liability, property & self insurance costs	187,301	0	52	0
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		184,235	52	1.35912
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		0	465	0
Voted Other Permissible Levies						
12(1)	0.13500	Instrumental/Vocal Music Groups		0	53	0
12(2)	0.81000	Memorial Building		0	54	0
12(3)	0.13500	Symphony Orchestra		0	55	0
12(4)	0.27000	Cultural & Scientific Facilities		0	56	0
12(5)	As Voted	County Bridge		0	57	0
12(6)	1.35000	Missi or Missouri River Bridge Const.		0	58	0
12(8)	0.03375	Aid to a Transit Company		0	59	0
12(18)	0.20500	Maintain Institution received by gift/devise		0	60	0
12(18)	1.00000	City Emergency Medical District		0	60	0
12(20)	0.27000	Support Public Library		0	66	0
28E.22	1.50000	Unified Law Enforcement	37,209	36,600	61	0.27000
Total General Fund Regular Levies (5 thru 24)			1,340,778	1,318,830		
384.1	3.00375	Ag Land	3,931	3,931	63	3.00375
Total General Fund Tax Levies (25 + 26)			1,344,709	1,322,761		Do Not Add
Special Revenue Levies						
384.8	0.27000	Emergency (if general fund at levy limit)	37,209	36,600	64	0.27000
384.6	Amt Nec	Police & Fire Retirement		0		0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	98,257	96,648		0.71298
Rules	Amt Nec	Other Employee Benefits	222,136	218,500		1.61189
Total Employee Benefit Levies (28,30,31)			320,393	315,148	65	2.32487
Sub Total Special Revenue Levies (28+32)			357,602	351,748		
Valuation						
386	As Req	With Gas & Elec	Without Gas & Elec			
SSMID 1	(A)	(B)		0	66	0
SSMID 2	(A)			0	67	0
SSMID 3	(A)			0	68	0
SSMID 4	(A)			0	69	0
SSMID 5	(A)			0	585	0
SSMID 6	(A)			0	586	0
SSMID 7	(A)			0	###	0
SSMID 8	(A)			0	###	0
Total Special Revenue Levies			357,602	351,748		
384.4	Amt Nec	Debt Service Levy 76.10(6)	0	0	70	0
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	93,022	91,500	71	0.67500
Total Property Taxes (27+39+40+41)			1,795,333	1,766,009	72	12.99899

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
 Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

AGENDA ITEM # J – 4

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

DATE:	February 5, 2018
AGENDA ITEM:	Setting Date for Ordinance
ACTION:	None

SYNOPSIS: The legal description for Ordinance #11-6-2017A was changed prior to the City Council meeting. Staff handed the new copies of the ordinance to the City Council prior to the meeting start, however the old description was used for the recording. As there is no evidence beyond the video of the papers sitting in front of the Council, it was decided to re-approve an ordinance with the new legal description. Once the public hearing is set, staff will ask to waive readings in an effort to expedite the process. As stated above, the only change to the ordinance language is a legal description of the property.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Council

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

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 6th 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

AGENDA ITEM # J – 5

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

DATE:	February 5, 2018
AGENDA ITEM:	Elliot Park Purchase
ACTION:	Motion

SYNOPSIS: During the design of the Spring Meadow Heights subdivision, the City asked the developers (Skogman) if they would be interested in selling a portion of the property near the railroad tracks. The Developers were amenable to the sale and platted the property with the intent to sell the ground to the City. The purchase price for the ground is the same the Developers had paid originally, \$17,500 an acre. Staff has discussed the possibility of reducing the price by \$22,000 to \$23,500 in exchange for eliminating the Developers responsibility to pave and extend services on Davis Drive to the Lisbon City limits. The right of way will remain, however we are unsure if or when the Lisbon property will develop. If there is no indication (which there has been none) that development is imminent, then the City would be better served by eliminating a dead end water main and 155 feet of idle pavement. The City would be purchasing 5.43 acres of park space for \$95,025, plus \$2500 in surveying and legal fees. If the Council is amenable to the infrastructure reduction, the price would be reduced by \$22,707 (pending V&K review). This would leave the City with a total cost of \$74,818 or \$13,780 per acre. The purchase of the ground would come from an internal loan from one of the enterprise funds ending cash balance. A map of the area will be included separately from the packet.

BUDGET ITEM: Enterprise Fund

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE: February 5, 2018

AGENDA ITEM: Budget

ACTION: None

SYNOPSIS: Staff will be reviewing the budget memo and capital project listing that was sent earlier in the week. No significant changes have been made to either document.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Budget Memo

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

Memorandum

To: Mayor and City Council
From: Chris Nosbisch, City Administrator
Date: 2/1/2018
Re: FY 19 Budget

The budget memo in front of you highlights significant changes to individual City departments. The total operating budget for FY 19 actually increased by .05% or \$2,447. The average rate of inflation ranges from 1.85% (Bureau of Labor Statistics less food and energy) to 2.2% for 2017. General fund asking's are down 1.25% in FY 19. At the time I am writing this memo, we are expecting the general fund to end in the black by just over \$100,000.

Revenues generated from the proposed \$12.99899 levy are estimated to increase by \$41,177 despite the fact that rollback decreases this year. During the February 5, 2018 and February __, 2018 Council meeting, department heads and I will answer any other questions that Council or the public may have regarding the FY 2019 budget.

No Change: These budgets were submitted to staff and requested no change (or very small changes) from the FY 18 budget.

- Historic Preservation	\$ 6,250
- Band	\$ 1,000
- Economic Development	\$70,000
- Ambulance	\$13,500 (this is down \$25)
- Humane Society	\$ 800
- Beautification Fund	\$ 2,500
- Council (Salaries)	\$ 2,585
- EMA	\$10,400
- Mayor (Salary)	\$ 6,460
- Cemetery	\$26,450
- Planning and Zoning	\$ 7,300

Line Item Increases and/or Decreases for Major Categories:

The following categories are tied to the general fund and receive a majority of their funding from taxes. Charges for programming, permits and 28E service arrangements contribute to these departments as well.

Police:

- The police department has proposed an increase of 4.78% or \$36,757. They have one line item increase of \$1,000 in telephone to accommodate for the change to Mediacom. The remaining increase is due to staffing. As you will see throughout the budget, Group Services line items will increase by 15-15.5% per department.

Fire:

- Capital projects give the fire department budget the appearance of massive increases and decreases the past two years. Capital project funding comes from other cash sources that are transferred into the account during the fiscal year. If you remove the capital expenses, the fire department budget looks much different (5-8%).
 - o FY 2017 \$66,180
 - o FY 2018 \$72,680
 - o FY 2019 \$76,550
- The substantial increases proposed this year are in officer stipends. I will let Chief speak on this further, but training requirements are becoming more substantial for volunteer departments.

Parks and Recreation and Pools:

- In the parks budget, you will see a large reduction in part-time wages and a significant increase in contract labor. This is due to the payment of referees, as they are now considered contract labor (they receive a flat fee per game). The parks budget also has a \$1,600 increase in telephone expenses. Parks used to utilize the free wi-fi drop from speed connect before making the switch to Mediacom.
- The Pool budget increased by 9.79% or \$15,291. As with parks, telephone and internet increased significantly from last fiscal year. The other two large line item increases were in chemicals and utility cost. Both of these items can be attributed to water loss issues that plague the facility.
- Overall the two budgets combined increased by \$22,321 or 5.80%.

Policy and Administration:

- Overall, policy and administration decreased by 2.5% or \$10,000. Staff continues to move funds from one category to the next to reflect actual expenses. The major reduction over the past two fiscal years has been in legal fees. We have been able to reduce this line item by \$25,000 since FY 17.

The following funds are considered enterprise funds, meaning they are not tied to the general fund. Monthly charges for water, sewer, garbage, and storm sewer make cover the expense of the listed department. Road use tax funding from the Iowa gas tax accounts for the street and street lighting accounts.

Streets and Street Lights:

- Staff continues to reduce projected staffing costs to reflect actual expense. The savings is then converted to the road maintenance and repair line item. Staff utilizes this line item for crack sealing and chip seal projects.
- Street lights increased by \$500.
- Staff was able to include a portion of the city hall updates, a portion of the skid loader and the purchase of the Kubota from the CIP.
- Total expenses for streets is estimated at \$528,608 and the expected revenues are just over \$531,000.

Garbage/Solid Waste:

- Overall, garbage has decreased by \$929 or 0.21%. The corridor plan expense was removed (\$10,000) and residential garbage service expenses increased by \$8,000. The residential service expense increased by \$0.75 in FY 18.
- City Council will need to discuss the solid waste contract as the renewal expires in July 2018.
- Estimated revenue for FY 19 is \$431,000.

Water:

- Water is set to increase by 1.81% of \$13,591. I have currently included 25% of the City Planner salary in all of the enterprise funds. Should this position not be approved, the budgeted dollars would remain in the ending fund balance.
- A portion of the skid loader and a utility box have been included in the capital projects for FY 19.
- One item I would like the Council to discuss is the \$15,000 transfer to the water treatment plant depreciation fund. The plant was upgraded in 2017

and the City is currently making an annual debt payment for the project. The depreciation fund has a current cash balance of \$185,200.

- Expenses for water are listed at \$765,283, while estimated revenues are \$766,400.

Sewer:

- Sewer increased the most of all the enterprise funds. The proposed budget is up \$42,422 or 5.49%. The largest increase is in the BAB payments. This really is not an increase as a small portion of the BAB bond proceeds remained after the project was complete. Those remaining proceeds were used in FY 18 to buy down the cost of the annual payment. The estimated BAB payments will fall between \$170,000 and \$200,000 through 2029.
- Part of the skid loader purchase is included in the capital projects. Staff has also retained \$15,000 in the by-pass study line item in case the Council sees a need for additional services.
- Expenses for sewer are listed at \$815,533, while estimated revenues are \$828,000.

Storm Water:

- Storm water expenses were trimmed by just over \$60,000 this past fiscal year. Staff expenses were shuffled again in this budget session, accounting for the \$18,450 increase.
- Expenses for storm water are listed at \$78,600, while estimated revenues are \$79,000.

Capital Projects

- I will have an updated CIP list for FY 19 at the February 5, 2018 meeting.

The department heads will be present at the Council meeting to further answer questions you may have. Hopefully this memo was able to answer a number of your initial questions on the FY 19 budget.

AGENDA ITEM # L – 2

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

DATE: February 5, 2018

AGENDA ITEM: Green Space

ACTION: Motion

SYNOPSIS: Councilperson Christensen requested an agenda item to discuss the dedication of green spaces to the City form both subdivisions. This will allow the City Council to provide direction, or establish parameters for the Parks and Recreation Board to consider in future recommendations. Maps of the two subdivisions will be provided at the meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Council

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 2/2/18

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
February 5, 2018**

- Staff will be presenting the Mt. Vernon Community Wellness Center CAT application to the IEDA Board on Wednesday, February 4, 2018. A Mt. Vernon delegation will also make the trip as a show of support for the project.
- Staff has included a press release from Confluence regarding a public input session on Wednesday, February 21, 2018. The meeting will begin at 6 p.m. here at City Hall. If you are unable to make that time work, Confluence will be meet individually with residents throughout the day. The other significant date would be Wednesday, March 21, 2018. They would like to schedule a joint meeting between the Council and the Commission.
- Also included with my report is a notice from Mediacom for an upcoming rate increase. Their explanation is provided in the letter.

News Release



CITY OF
Mount Vernon

Contact: Chris Nosbisch, City Administrator

Phone: 319-895-8742

Email: cnosbisch@cityofmtvernon-ia.gov

January 24, 2018

CITY OF MOUNT VERNON TO HOLD COMMUNITY WORKSHOP ON THE US HIGHWAY 30 CORRIDOR PLAN

Mount Vernon, Iowa – The City of Mount Vernon will hold a community workshop to discuss the creation of a master plan for the new US Highway 30 corridor area. This plan is being created to help manage the growth and development that is anticipated to occur with the opening of the new US Highway 30, including the new interchange with Highway 1 / First Avenue S.

Residents and area property owners are encouraged to attend the community workshop to provide their insight and vision for this planning area. The community workshop will include a presentation with an overview of the planning area as well as a series of engagement exercises.

The meeting will be held from 6:00 to 8:00 PM, on Wednesday, February 21, 2018, in the Council Chambers of the Mount Vernon City Hall located at 213 First Street NW., Mount Vernon, IA.

Chris Nosbisch

From: Christopher Shires <CShires@thinkconfluence.com>
Sent: Friday, January 26, 2018 4:39 PM
To: Chris Nosbisch
Cc: Patrick Alvord; Brenda Nelson; Jane Reasoner
Subject: Hwy 30 Corridor Plan - Steering Committee - New Meeting Dates

Dear Committee Members,

As promised, below are our updated meeting dates:

- Public Input Workshop – Wednesday, February 21st, 6pm Council Chambers, City Hall
- Council/Commission Joint Work Session – Wednesday, March 21st, 6pm Council Chambers, City Hall
- Steering Committee Meeting #2 – Wednesday, April 4th, 6pm Council Chambers, City Hall

The meeting on Wednesday, April 4th replaces our steering committee meeting previously scheduled for February 28th.

Please contact me with any questions and I look forward to seeing you on April 4th!

Christopher Shires, AICP
Principal

CONFLUENCE

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From: Christopher Shires
Sent: Wednesday, January 24, 2018 3:22 PM
To: 'Chris Nosbisch' <cnosbisch@cityofmtvernon-ia.gov>
Cc: Patrick Alvord <PALvord@thinkconfluence.com>; Brenda Nelson <bnelson@thinkconfluence.com>; Jane Reasoner <jreasoner@thinkconfluence.com>
Subject: Public Input Meeting Update - RE: Hwy 30 Corridor Plan - Steering Committee

Dear Committee Members,

We are moving next Wednesday's public input meeting to Wednesday, February 21st. The meeting will start at 6pm and will be held in the Council Chambers at City Hall. We are also moving the stakeholder interviews to the 21st.

This means we will need to move our other meeting dates in February. We will send out an revised schedule soon.

Thank you!

From: Christopher Shires

Sent: Sunday, January 21, 2018 4:35 PM

To: 'Chris Nosbisch' <cnosbisch@cityofmtvernon-ia.gov>

Cc: Patrick Alvord <PALvord@thinkconfluence.com>; Brenda Nelson <bnelson@thinkconfluence.com>; Jane Reasoner <jreasoner@thinkconfluence.com>

Subject: Hwy 30 Corridor Plan - Steering Committee

Dear Mount Vernon Highway 30 Corridor Plan Steering Committee Members:

Thank you for your participation in our kick-off meeting on Wednesday, January 17th. For those of you that were not able to attend and those that wish to review the meeting materials, we have created a share-file website from which you can download and view last week's presentation and the base maps that we have created.

The site can be found at: <https://cloud.thinkconfluence.com/index.php/s/NOfSIUaQnI2oPCy>

Please feel free to contact me with any questions or if you have any problems downloading this information.

I look forward to seeing all of you at our next meeting on Wednesday, February 28th, starting at 5:30pm in Council Chambers at City Hall.

Thank you!



January 25, 2018

Mr. Michael Beimer
City of Mt. Vernon
213 1st St. W
Mt. Vernon, Iowa 52314-9998

Dear Mr. Beimer:

Earlier this month, Mediacom adjusted the Local Broadcast Station Surcharge (LBSS) on customer bills based on our best estimate of how much local broadcast stations like ABC, CBS, FOX and NBC would increase their rates for 2018. Despite our efforts to keep costs down, the local broadcasters we carry increased their year over year rates by an average of 35%. The collective increases these station owners demand to be paid are considerably higher than what we anticipated. As a result, effective on or about March 1, 2018, Mediacom will be making the following adjustments to the LBSS:

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge	\$11.15	\$11.82	\$0.67

The fees we pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC are by far our fastest growing programming cost component. The owners of these channels are able to take advantage of outdated federal laws to force excessive rate increases on consumers year after year. For more information about the extent of this growing national problem, please visit www.mediacomonyourside.com or www.americantelevisionalliance.org.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly 319-395-9699 ext. 3461 or email lgrassley@mediacomcc.com

Yours sincerely,

Lee Grassley
Senior Manager, Government Relations