

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>February 6, 2017 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>February 3, 2017</b>

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

## **A. Call to Order**

## **B. Agenda Additions/Agenda Approval**

## **C. Communications:**

1. Unscheduled
2. Recognition of Mt. Vernon Parks & Rec Lego Robotics Club
3. Mike Woods – American Legion Update

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 18, 2016 (rescheduled) Regular Council Meeting
2. Approval of Liquor License – Wilkie Liquors
3. Approval of Liquor License – Scorz Bar and Grill
4. Approval of Liquor License – Kernoustie Golf Club
5. Approval of Liquor License – C & D Lounge
6. Appoint Lori Lynch & Charles Halsey - Mt. Vernon-Lisbon-Ambulance Board

## **E. Public Hearing**

1. Public Hearing for an Amendment to the FY 2016-2017 City Budget
  - i. Close public hearing – Proceed to G-1
2. Public Hearing for an Ordinance Adopting Chapter 117 Operating a Perpetual Care Cemetery
  - i. Close public hearing – Proceed to F-1
3. Public Hearing for a Request to Rezone Property Located at 718 First Ave. NE from LI (Light Industrial) to TR (Traditional Residential)
  - i. Close public hearing – Proceed to F-2

**F. Ordinance Approval/Amendment**

1. An Ordinance Adopting Chapter 117 Operating a Perpetual Care Cemetery of the Mt. Vernon Municipal Code
  - i. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading)
2. An Ordinance Amending the Mt. Vernon Comprehensive Plan and Rezoning Property Located at 718 First Ave. NE from LI (Light Industrial) to TR (Traditional Residential), Mt. Vernon, Iowa
  - i. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading)

**G. Resolutions for Approval**

1. Resolution #2-6-2017A Approving the Amendment to the FY 2016-2017 City Budget
2. Resolution #2-6-2017B Approving the Fiscal Sponsorship of a Greater Cedar Rapids Community Foundation Grant for CDG

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. None

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of 28E Agreement for Mutual Assistance for Linn County Fire/Rescue Services - Council Action as Needed
3. Discussion and Consideration of An Engineering Services Agreement with V&K Engineering – 10<sup>th</sup> and Palisades Intersection Improvements - Council Action as Needed
4. Discussion and Consideration of the Recommendation for Architecture Services for the Proposed Mt. Vernon Community/Recreation Center and Instructing Staff to Enter into Contract Negotiations – Council Action as Needed
5. Discussion and Consideration of Citizen Request for Action – Follow-up on Convex Mirror Request – Council Action as Needed
6. Discussion and Consideration of February 20, 2017 Council Meeting – Council Action as Needed
7. Discussion and Consideration of Change Order #6 for 1<sup>st</sup> St. and 1<sup>st</sup> Ave Lighting Project – Ricklefs Excavating LTD – Council Action as Needed
8. Discussion and Consideration Pay Application #4 for 1<sup>st</sup> Ave. and 1<sup>st</sup> St. – Ricklefs Excavating LTD – Council Action as Needed
9. Discussion and Consideration of a Motion to Set a Public Hearing Date for March 6, 2017 to Approve the City of Mt. Vernon Fiscal Year 2017-2018 Proposed Budget – Council Action as Needed

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

1. None

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

1. Demolition Ordinance
2. FY 2018 Budget Discussions

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

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

**N. Adjournment**

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

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

## **D. Consent Agenda**

The Mount Vernon City Council met January 18, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Christensen and Rose. Absent: Tuerler and Wieseler.

**Call to Order.** Mayor Jamie Hampton called the meeting to order at 6:30 p.m. Agenda correction: Agenda Item D-1 should be listed as January 4, 2017 minutes for approval (not December 19, 2016).

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

**Consent Agenda.** Motion to approve the Consent Agenda made by Rose, seconded by Christensen. Carried all. Absent: Tuerler and Wieseler.

1. Approval of City Council Minutes – January 4, 2017 Regular Council Meeting
2. Approval of Liquor License – Palisades Café
3. Appoint Mike Buser – EMA
4. Appoint Mike Buser and Doug Shannon – Linn County E911
5. Appoint Marty Christensen – Mayor Pro Tem
6. Appoint Paul Tuerler and Tom Wieseler – Personnel Committee
7. Appoint Eric Roudabush and Scott Rose – Safety Committee
8. Appoint Marty Christensen and Scott Rose – Finance Committee
9. Appoint Paul Tuerler and Eric Roudabush – Infrastructure Committee
10. Appoint Tom Wieseler and Scott Rose – Economic Development
11. Appoint Eric Roudabush and Chris Nosbisch – Fire Department Advisory Board
12. Appoint Tom Wieseler – Liaison to Cole Public Library
13. Appoint Tom Wieseler – Liaison to Cornell College
14. Appoint Doug Shannon and Derek Boren – Mt. Vernon-Lisbon Ambulance Board

#### **Ordinance Approval/Amendment**

An Ordinance Amending Chapter 151 Trees of the Mt. Vernon Municipal Code. Motion to approve third and final reading. Staff has not received any communication from the public about this ordinance since its second reading. Motion to approve the third and final reading of an Ordinance Amending Chapter 151 Trees of the Mt. Vernon Municipal Code made by Rose, seconded by Christensen. Roll call vote. Carried all. Absent: Tuerler and Wieseler.

An Ordinance Adopting Chapter 27 Housing Commission of the Mt. Vernon Municipal Code. Motion to approve third and final reading. Staff has not received any communication from the public about this ordinance since its second reading. Motion to approve the third and final reading of an Ordinance Adopting Chapter 27 Housing Commission of the Mt. Vernon Municipal Code made by Roudabush, seconded by Rose. Roll call vote. Carried all. Absent: Tuerler and Wieseler.

An Ordinance Amending Chapter 135 Street Use and Maintenance of the Mt. Vernon Municipal Code. Motion to approve third and final reading. Staff has not received any communication from the public about this ordinance since its second reading. Motion to approve the third and final reading of an Ordinance Amending Chapter 135 Street Use and Maintenance of the Mt. Vernon Municipal Code made by Rose, seconded by Roudabush. Roll call vote. Carried all. Absent: Tuerler and Wieseler.

## Resolutions for Approval

Resolution #1-18-2017A Approving the Transfer of Funds in the Amount of \$101,010.42 from the Sewer Fund to Debt Service. This resolution will transfer funds from the Sewer Fund to Debt Service for the early payoff of the 2009A bond. Rose motioned to approve Resolution #1-18-2017A, seconded by Roudabush. Roll call vote. Carried all. Absent: Tuerler and Wieseler.

Resolution #1-16-2017B Rejecting Acts of Intimidation and Supporting a Diverse and Safe Community. Council was asked to consider a formal resolution decrying violence and reaffirm the community's shared values in which all are valued and have the opportunity to thrive. Christensen motioned to approve Resolution #1-18-2017B, seconded by Rose. Roll call vote. Carried all. Absent: Tuerler and Wieseler.

## Motions for Approval

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

AARON POWER	TRAINING-FD	75.46
ADAM DAKE	TRAINING-FD	196.02
ADAM FLOCKHART	TRAINING-FD	21.60
AERO RENTAL, INC	42' LIFT/TRIM TREES-RUT	550.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	57.32
ALL SECURE	SECURITY SYST MONITORING-POOL	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-KMVL	160.07
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,684.65
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,202.84
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	1,231.55
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	1,164.79
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	874.26
ALLIANT IES UTILITIES	ENERGY USAGE-PD,RUT	674.07
ALLIANT IES UTILITIES	ENERGY USAGE-FD	639.07
ALLIANT IES UTILITIES	ENERGY USAGE	473.42
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	156.26
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	101.85
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	92.63
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	79.40
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	44.60
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	27.88
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	18.14
ANDY PITLLIK	TRAINING-FD	160.11
APPLIED CONCEPTS INC	EQUIP REPAIR-PD	20.00
BOBBY STUDDT	TRAINING-FD	185.76
BOBCAT OF CEDAR RAPIDS	FILTERS-PW	280.88
CAREPRO PHARMACY	BATTERIES-P&A	13.94
CARQUEST OF LISBON	VEHICLE MAINT-PW	533.21
CARQUEST OF LISBON	VEHICLE MAINT-FD	73.37
CASEY O'CONNOR	TRAINING-FD	190.89
CEDAR VALLEY HUMANE SOCIETY	ANIMAL CONTROL	130.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	330.30
CENTURY LINK	PHONE CHGS-PD	107.46
CENTURY LINK	PHONE CHGS-SEW	91.96
CENTURY LINK	PHONE CHGS-RUT	51.04
CENTURY LINK	PHONE CHGS-POOL	43.85
CENTURY LINK	PHONE CHGS-PD	36.85
CHRIS NOLL	TRAINING-FD	121.63
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT	21,579.74

COMMUNITY DEVELOPMENT GROUP	EDUCATION	550.00
CR/LC SOLID WASTE AGENCY	LEAVES,PAINT,LIGHTS-S/W	536.96
CURTIS SANTIS	TRAINING-FD	131.89
DAVE HEEREN	TRAINING-FD	44.68
DEREK BOREN	TRAINING-FD	208.85
DIESEL TURBO SERVICES INC	215 REPAIR-FD	281.71
ECICOG	ZONING ORDINANCE UPDATE-P&A	996.00
ELLIOTT'S UPTOWN FITNESS CENTER	RENT-P&REC	900.00
ESTHER PERALEZ	TRAINING-FD	170.37
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS INC	UNIFORMS-PD	136.00
HAWKEYE FIRE & SAFETY CORP	EQUIP REPAIR-FD	23.75
IIMC	ANNUAL MEMBERSHIP	160.00
IIMC	MEMBERSHIP-ALL DEPTS	100.00
INTERNATIONAL ASSOC OF EMERGENCY	MEMBERSHIP-EMA	190.00
IOWA MUNICIPAL FINANCE OFFICER	ANNUAL DUES-P&A	50.00
IOWA PRISON INDUSTRIES	SAFETY SIGNS-RUT	229.19
IOWA SOLUTIONS INC	COMPUTER MAINT-PW	62.50
IOWA SOLUTIONS INC	COMPUTER MAINTENCANCE-PD	125.00
IOWA STATE UNIVERSITY	TOURNAMENT FEE-P&REC	70.00
JACOB BUSTER	TRAINING-FD	329.40
JANDA MOTOR SERVICES	BOOSTER PUMP REPAIR-WAT	638.50
JASON BLINKS	TRAINING-FD	339.66
JEROD LYNCH	TRAINING-FD	139.59
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	35.00
JOHN CRANE INCE	EQUIP MAINT-WAT	335.74
JOSH FITZPATRICK	TRAINING-FD	75.46
KEITH HUEBNER	TRAINING-FD	65.20
KIRKWOOD COMMUNITY COLLEGE	MEDICAL-FD	40.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	370.26
KURT PISARIK	UNIFORMS-PW	149.99
LYNCH FORD	2005 EXCURSION MAINT-FD	898.39
MARK KROB	TRAINING-FD	49.81
MATT SIDERS	MILEAGE-P&REC	61.56
MEDIACOM	UTLITY SERVICE-FD	22.76
MEHRDAD ZARIFKAR	TRAINING-FD	160.11
MIKE BUSER	TRAINING-FD	72.90
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	1,155.14
MOUNT VERNON ACE HARDWARE	EQUIP REPAIR-FD	28.62
MOUNT VERNON BANK	SAFETY DEPOSIT BOX	35.00
MOUNT VERNON FIRE DEPARTMENT	TRAINING-FD	82.50
MOUNT VERNON FIRE DEPARTMENT	LIGHT BAR-FD	60.80
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	420.00
MUNICIPAL SUPPLY INC	METERS-WAT	1,080.00
NATHAN GOODLOVE	TRAINING-FD	149.85
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
NICK BOREN	TRAINING-FD	83.16
NORTHWAY CORP	PUMP #2 REPAIRS-WAT	2,694.55
PAYROLL	CLAIMS	53,011.96
PLUMB SUPPLY CO	URINAL KIT-P&A	74.85
RACHEAL HEFFELFINGER	TRAINING-FD	249.88
ROBERT BUSER	RIMS CHAPTER MTG-EMA	40.00

ROTO-ROOTER	LOCATE MAIN-SEW	300.00
SEAN BOREN	TRAINING-FD	60.07
SEAN DIETRICH	TRAINING-FD	75.46
SHERWIN WILLIAMS CO.	EQUIP REPAIR-RUT	8.20
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	180.00
SITE ONE LANDSCAPE SUPPLY	ASH BORE INJECTION-RUT	19,550.00
SITE ONE LANDSCAPE SUPPLY	TREE MAINT-RUT	203.88
SPRAY-LAND USA	BRINE SYSTEM PARTS-RUT	163.80
STAPLES ADVANTAGE	SUPPLIES-P&A	111.92
STATE HYGIENIC LAB	TESTING-SEW	2,794.00
STORM STEEL	ANGLE IRON-WAT	41.79
TIM KEEGAN	TRAINING-FD	242.19
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-PW	37.00
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	3,339.68
US CELLULAR	CELL PHONE-PD	126.43
WEX BANK	CREDIT CARD PURCHASES	1,015.88
	TOTAL	134,376.38

Discussion and Consideration of Phone Equipment Upgrades – TechniCom, Inc. - Council Action as Needed. The current phone system at City Hall is ten years old and is beginning to have feedback and voicemail problems. It was determined that the issues are being caused by the equipment and not the phone connection. TechniCom, Inc. projected a new phone system cost at \$4,845.00 with an additional \$500.00 for the voice record to email feature. The upgrade could take place this fiscal year (FY17) and paid for in FY18. Rose motioned approval of the phone upgrades that are outlined in the agenda, seconded by Roudabush. Carried all. Absent: Tuerler and Wieseler.

Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Establishing Rules and Regulations for Operating a Perpetual Care Cemetery - Council Action as Needed. Staff has been working with the Iowa Insurance Division to complete a Compliance Examination Report. As part of the review they are requiring the City to either adopt an ordinance or utilize a perpetual care cemetery trust agreement. Staff decided to adopt an ordinance. A Public Hearing is requested for February 6, 2017. Motion to set the Public Hearing regarding the cemetery ordinance for February 6<sup>th</sup> made by Christensen, seconded by Rose. Carried all. Absent: Tuerler and Wieseler.

Discussion and Consideration of Setting a Public Hearing Date for a Resolution Amending the FY 2017 Budget. A public hearing is requested to amend the FY17 budget for unexpected revenues and expenditures that have occurred to date. The public hearing would be set for February 6, 2017. Rose motioned to set the Public Hearing for amending the FY 2017 budget for February 6<sup>th</sup>, seconded by Roudabush. Carried all. Absent: Tuerler and Wieseler.

### Reports to be Received/Filed

Mt. Vernon Police Report. Chief Doug Shannon reported that there were 20 reported incidents in December. Reports included; juvenile runaway, domestic dispute, counterfeit currency as well as others. The reported incidents resulted in 13 arrests for the month. Officers participated in "No Shave November" and raised \$1,395.00. This money was donated to the memorial funds for Des Moines Sgt. Tony Beminio & Urbandale office Justin Martin. Officer Gehrke completed "Sex Crimes Investigations" training. Officers worked a total of 20 hours of extra traffic enforcement. MVPD has supplemented police coverage for the City of Lisbon since November 28, 2016. Per the 28E agreement the MVPD has provided 77.1 hours of patrol time, service calls (20 calls) and administrative time for the month of December.

Mt. Vernon Public Works Report. Public Works Director Nick Nissen reported that during the last winter storm winds caused some tree damage on Lisbon Road. Staff attended a CPR/First Aid class.

Mt. Vernon Parks and Rec Report. The Park & Rec Board are recommending a trail along the north side of 3<sup>rd</sup> Street at Nature Park. Boys' basketball has started with five teams. Youth wrestling registered 20 kids. The Lego Robotics team advanced to the First Lego League State Tournament again this year. The tournament took place January 14 in Ames. MV Park & Rec hosted Holiday Open Gyms on December 27, 28 and 29 at the MV Middle School. Over the three days 102 kids and parents participated.

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

Kate Rose – CDG (Smithsonian Exhibit). Kate Rose, Community Development Group President, explained that it took about one year to accomplish but the CDG will be hosting a Smithsonian exhibit. There will be six towns in Iowa that the exhibit will travel to. It will be here from mid-March through April, 2018. The theme is called Hometown Teams – How Sports Affect Life in America and will be at the 1<sup>st</sup> Street Community Center gym. As a host community Mount Vernon can add their own companion exhibits. The exhibit itself focuses on sports but not on teams and is interactive. Rose said they estimate expenses to be about \$30,000.00 and asked Council to consider budgeting \$2-3,000.00 towards the exhibit expenses. They do plan on fund raising and are also applying for grants. One of the grant applications they would like to submit is to The Greater Cedar Rapids Community Foundation. The problem they have found is that the application needs a 501c3 tax exempt status and the CDG is a 501c6. They ask that they be able to apply for grants under the City's 501c3 status.

K-9 Program. Chief Shannon asked that Council consider supporting the MVPD with a police K9. Chief Shannon stated that he has witnessed the value of police K9's in the profession and the benefits they provide to officers and communities. Continuing, he said K9's can be a valuable addition to the department and increase the safety of the officers. Drug detection may be the most recognized value of a police dog but other benefits are suspect and lost person tracking and public relations. K9 programs can have a small impact on budgets because the costs are often offset by donations and fundraising. Community members have already shown strong support; over \$12,150 has been donated to the City for a K9. These donations were unsolicited and the result of citizens desire to ensure the community remains safe. With Council's approval Chief Shannon said that he would begin the process of applying for grants and identifying stakeholders who would be willing to support the program. Once funding is identified the program would be brought back to Council for formal acceptance to proceed with a K9 program. Christensen asked for an inventory of case or statistical evidence where a dog was needed.

FY 2018 Budget Discussions. Nosbisch stated that once again the City will keep their tax levy rate at \$12.99 if there were no objections from the Council. There were no objections. The franchise fee that staff would like to implement would be a three year concept; 1% charge on electric and gas in 2018, 3% in 2019 and 5% in 2020. This fee would have the potential to generate almost \$150K per year that Nosbisch said he would like to see used on capital projects as almost all the LOST dollars are committed to other projects for the next ten years. There is much work to be done and communication with the public if a franchise fee is to be implemented by July. Storm Water Fund expenses have been dispersed to other funds in order to keep the expenses under the revenues. This will not take care of the expenses already incurred but will give staff the opportunity and time to look at the fees. Council was given a worksheet that listed FY18 capital projects and their funding sources.

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

City Administrator's Report. The proposed demolition ordinance has been distributed and is slated for discussion on February 6, 2017. The property tax backfill is a center of interest. February 7, 2017 is the annual Iowa League of Cities Legislative Day at the Capital.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 7:21 p.m., January 18, 2017.

Respectfully submitted,  
Sue Ripke  
City Clerk

**Marsha Dewell**

---

**From:** Licensing@IowaABD.com  
**Sent:** Wednesday, January 25, 2017 1:34 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LE0002564	Submitted to Local Authority	Wilkie Liquors (724 1st Street NE Mount Vernon Iowa, 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.IowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).

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

To access license renewal, click here: <https://elicensing.iowaabd.com>

## Marsha Dewell

---

**From:** Licensing@IowaABD.com  
**Sent:** Tuesday, January 17, 2017 1:33 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LC0036678	Submitted to Local Authority	Scorz Bar & Grill (109 1st Street West Mount Vernon Iowa, 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.iowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).

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

To access license renewal, click here: <https://elicensing.iowaabd.com>

## Marsha Dewell

---

**From:** Licensing@IowaABD.com  
**Sent:** Wednesday, February 01, 2017 1:35 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LC0038985	Submitted to Local Authority	Kernoustie Golf Club (203 Country Club Drive S.E. Mount Vernon 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the process or application status toll-free at 866.iowaABD (866.469.2223) (select option 1), locally at 515.281.option 1).

For assistance by email contact [Licensing2@iowaABD.com](mailto:Licensing2@iowaABD.com)

## Marsha Dewell

---

**From:** Licensing@IowaABD.com  
**Sent:** Friday, February 03, 2017 1:35 AM  
**To:** Marsha Dewell  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LC0031837	Submitted to Local Authority	C & D Lounge (102 1st St. E. Mount Vernon Iowa, 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.IowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).  
For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)

CITY OF MOUNT VERNON  
INTEREST FORM

I would like to express my interest to serve on the Lisbon - Mount Vernon Ambulance  
board/commission/committee. I understand that this is solely a discretionary mayoral  
appointment to that board/commission/committee and the City Council (Mark the appropriate)  
 IS or  IS NOT required to take action on such appointment.

NAME Lori Lynch

ADDRESS 727 3rd Ave NW Mount Vernon IA 52314

PHONE 319 961 4848

EMAIL lilsstars@hotmail.com

What experiences or abilities do you feel qualify you for this appointment?

My current ~~career~~ career is full time Paramedic  
I work for an ambulance service that is half volunteer  
I have been a Paramedic for ten years

Please return the completed form to Mount Vernon City Hall.

## **E. Public Hearing**

**AGENDA ITEM # E – 1**

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

**DATE:** February 6, 2017

**AGENDA ITEM:** Public Hearing – Budget Amendment

**ACTION:** Motion

**SYNOPSIS:** Staff is asking to amend the FY 2016-2017 budget to include \$179,782 in new revenue and \$448,960 in expenditures. An itemized account of the expressed amount is included with the report proceeding the G-1 resolution (approving the amendment).

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

**AGENDA ITEM # E – 2**

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

**DATE:** February 6, 2017

**AGENDA ITEM:** Public Hearing – Ordinance for Perpetual Care

**ACTION:** Motion

**SYNOPSIS:** As stated previously, this ordinance is a requirement from the State of Iowa following an audit of the Mt. Vernon Cemetery. The ordinance was created from preferred language provided by the State.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

**AGENDA ITEM # E – 3**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Public Hearing – Rezoning Request
<b>ACTION:</b>	Motion

**SYNOPSIS:** Attached you will find the staff report that was submitted to the Planning and Zoning Commission. You will also find a short letter of recommendation from the acting chair of the commission, Richard Peterson.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

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

**ATTACHMENTS:** Reports and Recommendation

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

December 15, 2016

To: City Council

From: Richard Peterson, acting Chair, Planning and Zoning

RE: Rezoning of property

At its December 14 meeting Planning and Zoning unanimously approved the rezoning of the property located at 718 First Avenue <sup>NE</sup> from LI (Light Industrial) to TR (Traditional Residential). We recommend that Council approve this rezoning request.

NE

**REZONING APPLICATION REQUEST  
OCTOBER 12, 2016**

**1. Name and address of the application:**

Eric and Karen Watson  
718 1<sup>st</sup> Avenue NE  
Mount Vernon, IA 52314

**2. Owner, address, and legal description of the property:**

Owner: Eric and Karen Watson  
Address: 718 1<sup>st</sup> Avenue NE; Mount Vernon, IA 52314  
Legal Description: CORNELL W'LY OF RR

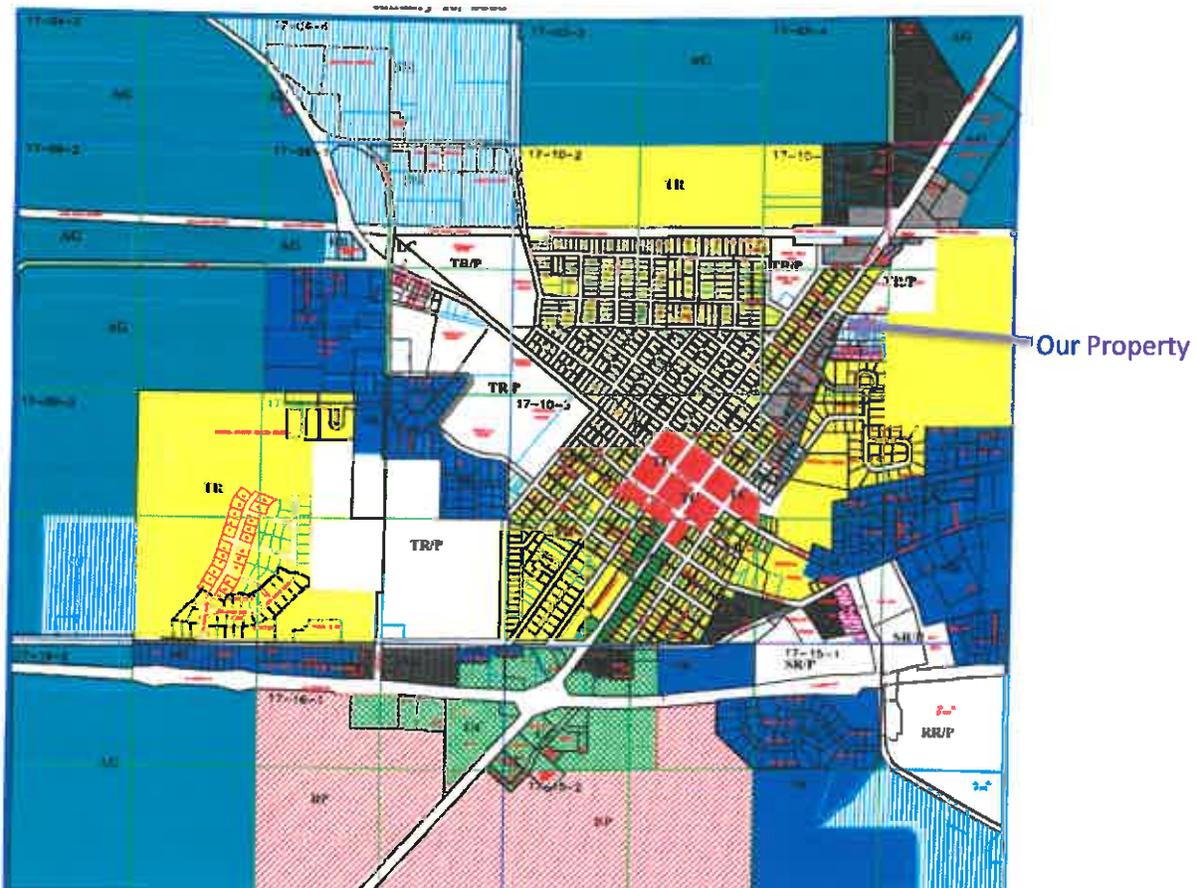
**3. A description of the reason for the rezoning application and the nature and operating characteristics of the proposed use.**

Our house has been located at this address since the year 1900 or 1904, depending on which document we look at. Our property is currently zoned as LI, Light Industrial. While we acknowledge that the rest of the block our property is located on is very much zoned correctly for its current use, ours is not.

We are requesting that our property be rezoned as Traditional Residential, which would match the zoning of the other houses in our neighborhood. We are making this request now as we would like to replace our existing garage that is in need of repair but are unable to do so because our property is not properly zoned.

**4. Any graphic information, including site plans, elevations, other drawings, or other materials determined by the Zoning Administrator to be necessary to describe the proposed use to the Planning and Zoning Commission and/or the City Council.**

Please see the arrow marking our property's location on the current zoning map of Mount Vernon.



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

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

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE ADOPTING CHAPTER 117, OPERATING A PERPETUAL CARE  
CEMETARY OF THE CITY OF MT. VERNON MUNICIPAL CODE**

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

**SECTION 1. ADOPTION.** The Mt. Vernon Municipal Code is hereby amended to include the language set forth in Exhibit "A," attached hereto and made a part thereof.

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

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

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

ATTEST:

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

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as  
Ordinance # \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

Exhibit "A"

CHAPTER 117

OPERATING A PERPETUAL CARE CEMETERY

27.01 Trusteeship

27.02 Establishment of Trust Fund

27.03 Sale of Internment Rights

27.04 Perpetual Care Registry

**117.01 HOUSING COMMISSION.** Pursuant to section 523I.502 of the Code of Iowa, the City of Mt. Vernon, Iowa hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Mt. Vernon Cemetery.

**117.02 ESTABLISHMENT OF TRUST FUND.** A perpetual trust is hereby established for the Mt. Vernon Cemetery in accordance with Iowa Code chapter 523I, the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than twenty percent of the gross selling price, or \$50.00, whichever is more, for each sale of lots within the cemetery. The fund shall be administered in accordance with the purposes and provisions of Iowa Code chapter 523I.

The perpetual care cemetery fund shall be maintained separate from all operating funds of the cemetery and the principal of the fund shall not be reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.

**117.03 SALE OF INTERMENT RIGHTS.** The sale or transfer of interment rights in the cemetery shall be evidenced by a certificate of interment rights or other instrument evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund.

**117.04 PERPETUAL CARE REGISTRY.** The cemetery shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund

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 TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTY FROM LI LIGHT INDUSTRIAL DISTRICT, TO TR TRADITIONAL RESIDENTIAL RESIDENTIAL DISTRICT**

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

SECTION 1. PURPOSE. The purpose of this ordinance is to amend the Comprehensive Plan for the City of Tipton and change the Official Zoning Map of the City of Mt. Vernon, Iowa, under the provisions of Article 4. (b.), Changes to the Official Zoning Map of the Mt. Vernon Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED. The official zoning map of the City of Mt. Vernon, Iowa is amended from LI Limited Industrial to TR Traditional Residential District:

Legal Description

All That Part of Lot 1, Block 4, Cornell Addition to Mt. Vernon in Linn County, Iowa, Lying W-ly of Mt. Vernon Shortline Railway Right of Way

SECTION 3. VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Mt. Vernon, Iowa.

SECTION 4. OTHER REMEDIES. In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. SEVERABILITY CLAUSE. In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Approved and adopted this \_\_\_\_ day of August, 2017.

ATTEST:

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

\_\_\_\_\_  
Sue Ripke – City Clerk

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

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

## **G. Resolutions for Approval**

**AGENDA ITEM # G – 1**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Resolution – Transfer of Funds
<b>ACTION:</b>	None

**SYNOPSIS:** Please see the following list detailing the revenues and expenses described within the “current amendment” column of the attached budget amendment resolution.

**Revenues**

- Charges for Services - \$9,188: The City received this amount from Cedar Rapids for Police Services rendered during the flood.
- Miscellaneous - \$7,266: The City received an insurance settlement for Well #9
- Other Fin. Sources - \$62,318: The City cashed in two CD’s that were expected to be part of the treatment plant repayment
- Debt Service - \$101,010: This is the amount taken from the sewer account to cover the early pay off of the 2009 bond.
- Total - \$179,782

**Expenses**

- Debt Service - \$101,010: This amount was moved to debt service to cover the sewer bond that was repaid (listed above). This dollar amount is also listed in transfers out as each transaction has to be accounted for. Essentially, we transferred the money into debt service from sewer revenue. We then transferred the money out of debt service to make the bond payment.
- Capital Projects – \$241,100: All the projects listed that account for this dollar amount have begun in one fiscal year and been carried over to this fiscal year. We account for the entire project costs in one fiscal year unless we know specifically what dollar amount is going to be carried over (this rarely happens). The amount above reflects \$100,000 from the 2014 street improvements to cover expenses from 1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup>. The other items include: \$25,000 for water tower cleaning, \$63,600 in seal coating projects, \$40,000 for Gary’s Foods entrance, \$12,500 in sanitary sewer work.
- Public Safety - \$5,840: The City received the full insurance settlement for equipment that was damaged during a fire and half of the settlement needed to be paid to the Linn County Fire District #1 (their half).
- Total - \$347,950

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

# 57-548

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #1

To the Auditor of LINN County, Iowa:

The City Council of Mount Vernon in said County/Counties met on 2/6/2017, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. 2-6-2017A

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017  
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Mount Vernon

Section 1. Following notice published 1/26/2017  
and the public hearing held, 2/6/2017 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,622,891	0	1,622,891
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>1,622,891</b>	<b>0</b>	<b>1,622,891</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	753,004	0	753,004
Other City Taxes	6	683,159	0	683,159
Licenses & Permits	7	38,000	0	38,000
Use of Money and Property	8	69,800	0	69,800
Intergovernmental	9	624,765	0	624,765
Charges for Services	10	2,179,800	9,188	2,188,988
Special Assessments	11	0	0	0
Miscellaneous	12	50,250	7,266	57,516
Other Financing Sources	13	0	62,318	62,318
Transfers In	14	1,829,104	101,010	1,930,114
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>7,850,773</b>	<b>179,782</b>	<b>8,030,555</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	813,921	5,840	819,761
Public Works	17	526,410	0	526,410
Health and Social Services	18	0	0	0
Culture and Recreation	19	523,448	0	523,448
Community and Economic Development	20	78,900	0	78,900
General Government	21	590,480	0	590,480
Debt Service	22	1,274,219	101,010	1,375,229
Capital Projects	23	440,320	241,100	681,420
Total Government Activities Expenditures	24	4,247,698	347,950	4,595,648
Business Type / Enterprises	25	1,560,530	0	1,560,530
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>5,808,228</b>	<b>347,950</b>	<b>6,156,178</b>
Transfers Out	27	1,829,104	101,010	1,930,114
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>7,637,332</b>	<b>448,960</b>	<b>8,086,292</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>29</b>	<b>213,441</b>	<b>-269,178</b>	<b>-55,737</b>
Beginning Fund Balance July 1	30	5,600,806	0	5,600,806
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>5,814,247</b>	<b>-269,178</b>	<b>5,545,069</b>

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

**AGENDA ITEM # G – 2**

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

**DATE:** February 6, 2017

**AGENDA ITEM:** Grant Sponsorship

**ACTION:** None

**SYNOPSIS:** CDG is asking the City to sponsor a \$10,000 grant through the Greater Cedar Rapids Community Foundation. CDG does not qualify as an applicant for the grant on their own, as they are not a 501 (c) (3) (they are working on this but will not complete in time). The City would act as a conduit for the grant funds and would be responsible for close out materials should CDG fail to finish the necessary paperwork. Staff has been assured by CDG that they will fulfill their obligations under the grant program. A resolution of support from the City is required to apply for funding.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

**RESOLUTION NO. 2-6-2017B**

**RESOLUTION APPROVING THE FISCAL SPONERSHIP OF A GREATER CEDAR RAPIDS COMMUNITY FOUNDATION GRANT FOR MT. VERNON-LISBON COMMUNITY DEVELOPMENT GROUP**

WHEREAS, the Mt. Vernon-Lisbon Community Development Group is seeking a \$10,000 grant from the Greater Cedar Rapids Community Foundation, and

WHEREAS, the Greater Cedar Rapids Community Foundation requires the recipient to maintain a 501 (c) (3) status, and

WHEREAS, the Mt. Vernon-Lisbon Community Development Group is asking the City of Mt. Vernon to become the fiscal sponsor for the grant, and

WHEREAS, the City Council of the City of Mt. Vernon hereby acknowledges the attached Non-501 (c) (3) fiscal sponsorship agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, does hereby agree to become the fiscal sponsor on behalf of the Mt. Vernon-Lisbon Community Development Group subject to all conditions listed within the attached agreement.

RESOLVED this \_\_\_\_ day of February, 2017.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



GREATER CEDAR RAPIDS  
**COMMUNITY  
FOUNDATION**

## **Non-501 (c)(3) Fiscal Sponsorship Agreement**

**Applicant:** Mount Vernon-Lisbon Community Development Group  
**Fiscal Sponsor:** City of Mount Vernon

City of Mount Vernon (hereafter referred to as The Organization) has agreed to serve as a fiscal/program sponsor for the Mount Vernon-Lisbon Community Development Group (hereafter referred to as the Applicant) for the period beginning February 7, 2017 and ending April 30, 2018, as outlined in the attached application and supporting materials. The Board of Directors of the Organization has passed a resolution adopting the Applicant as a program or project consistent with its purpose and mission. The Applicant's financial activities will be accounted for as a program of the Organization for IRS auditing and financial reporting purposes.

Since the Applicant is not a recognized tax-exempt entity, the Organization must exercise full control over the Applicant's financial administration, management and disbursement of funds. The Organization has delegated to the following person or persons Joe Jennison the fulfilling of these accounting and reporting functions subject to the ultimate authority of the Board of Directors of the Organization. The Organization is responsible for ensuring completion of timely reports and submission of necessary financial statements to The Greater Cedar Rapids Community Foundation.

Fiscal sponsors must submit timely 990's and/or audited financial statements annually, in order to remain in good standing. Failure to insure timely reporting on behalf of the Applicant will also result in a loss of good standing.

We agree to the terms stated above in this letter of understanding:

Project Director Joe Jennison Date 2-7-17

Organization President Kate Rose Date 2-7-17

Organization Board Chair Brenda Langenberg Date 2-7-17

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, FEBRUARY 6, 2017

WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	22,597.61
VEENSTRA & KIMM INC	2016 HWY 30 TRAIL DESIGN	13,500.00
CARGILL INCORPORATED	SALT-RUT	6,631.17
RATHJE CONSTRUCTION	SEWER REPAIR-SEW	6,321.37
US BANK	CREDIT CARD PURCHASES	2,364.24
LINN CO-OP OIL CO	FUEL-PW	2,221.29
VEENSTRA & KIMM INC	VERIZON TOWER LEASE-P&A	1,756.67
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,691.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,104.48
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEE-P&A	1,065.00
AHLERS & COONEY P.C.	2009A GO BOND/EARLY PAYOFF	947.38
OFFICE EXPRESS	TONER,CLIPBOARD-P&A,PW	820.87
AVENET LLC	WEBSITE HOSTING,MAINT,SUPPORT	650.00
VEENSTRA & KIMM INC	NATURE PARK TRAIL PRELIM	624.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,PW	545.00
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	456.00
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-PW	362.93
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-PW	360.20
VEENSTRA & KIMM INC	LANGES SINCLAIR IDNR UTILITY	324.00
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
US CELLULAR	CELL PHONE-ALL DEPTS	313.82
ARCH CHEMICALS INC	CHLORINATOR REPAIRS-POOL	311.08
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
COMMUNITY DEVELOPMENT GROUP	EDUCATION-ECON DEV	275.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	240.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	227.00
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	224.25
DIESEL TURBO SERVICES INC	HEADLIGHT SWITCH/'98 DUMP	188.25
DIESEL TURBO SERVICES INC	BATTERY/MINI EXCAVATOR-PW	165.95
MARY EVANS	RUG-MVHPC	139.07
CARTER RODMAN	REFEREE-P&REC	135.00
JAY A ARNOLD	REFEREE-P&REC	120.00
JORDAN AXTELL	REFEREE-P&REC	120.00
BROWN PLUMBING COMPANY	REPAIR/CLEAN DRAIN-P&A	107.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	90.00
CHRIS NOSBISCH	MILEAGE-P&A	85.22
SAM KRINGLEN	REFEREE-P&REC	75.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	72.95
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	120.00
JOAN BURGE	CLEANING SERVICE-P&A	120.00
NEAL'S WATER CONDITIONING SERV	WATER/SALT-RUT,P&A	53.90
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	50.21
UNITYPOINT CLINIC-OCCUPATIONAL	MEMBERSHIP DUES-PW	50.00
DONNY FEDDERSON	UNIFORMS-ALL DEPTS	44.99
KURT PISARIK	UNIFORMS-PW	44.99
TRANS IOWA EQUIPMENT INC	SIDE BROOMS/2000 PELICAN-RUT	34.06
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	32.28
SPRINGER PEST SOLUTIONS CORP	PEST CONTROL-P&A	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	22.12
IOWA ONE CALL	LOCATES-WAT,SEW	21.60
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	20.00
SCHIMBERG COMPANY	DOWNSPOUT-RUT	12.32
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS-PD	6.00
ALLIANT IES UTILITIES	ENERGY USAGE-EMA,SEW	2,752.96
BANKERS TRUST COMPANY	2009A GO BOND/EARLY PAYOFF	101,010.42

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, FEBRUARY 6, 2017

CENTURY LINK	PHONE CHGS-P&A, WAT	549.90
GROUP SERVICES INC	INSURANCE-ALL DEPTS	29,305.62
IOWA WORKFORCE DEVELOPMENT	CLAIM	1,120.00
MOUNT VERNON BANK	NSF CHECK-WAT	64.56
CITY OF MOUNT VERNON	TRANSFER	101,010.42
WAPSI WASTE SERVICE	RECY-SW	1,115.68
	TOTAL	305,444.43

**AGENDA ITEM # J - 2**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	28E Mutual Assistance
<b>ACTION:</b>	None

**SYNOPSIS:** This is the final draft of a 28E agreement for mutual aid for Linn County Fire/Rescue services. Each Linn County community or fire organization is being asked to approve and sign the agreement. The Mt. Vernon Fire Chief has reviewed the document and recommends approval.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** Fire Department

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** 28E Agreement

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

# 28E AGREEMENT FOR MUTUAL ASSISTANCE

## for Linn County Fire/Rescue Services

**WHEREAS**, the undersigned entities provide fire/rescue services and/or emergency medical services in Linn County and/or an adjoining county; and

**WHEREAS**, there has been a long standing Mutual Aid Agreement among Linn County fire/rescue and emergency medical services to provide mutual aid; and

**WHEREAS**, that Agreement is more than twenty-five years old and should be updated; and

**WHEREAS**, the undersigned entities have a desire to assist any other of the other undersigned entities in a time of need; and

**WHEREAS**, the undersigned entities each maintain adequate fire/rescue and/or emergency medical services, equipment, and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

**WHEREAS**, situations may arise in regard to medical and fire/rescue emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

**WHEREAS**, to combat such emergency situations, it is desirable for the Parties to render needed emergency medical and/or fire/rescue services upon a reciprocal basis; and

**WHEREAS**, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is to provide for the emergency medical services and fire/rescue mutual assistance of one entity to the other in such emergency situations requiring additional, special personnel, and/or equipment.

### **NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

#### **I. Definitions**

- A. **Mutual Aid.** The assistance of emergency medical and fire/rescue personnel and equipment provided by one Party ("Assisting Party") and requested by the other Party ("Assisted Party") to this Agreement.
- B. **Incident Commander.** The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency response activities.
- C. **Emergency.** Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, concludes; based upon actual circumstances that assistance is needed to protect life and/or property within its

jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.

- D. Assisted Party. Entity requesting mutual aid assistance.
- E. Assisting Party. Entity responding to the request for mutual aid assistance.
- F. Emergency medical services or EMS. Means an integrated medical care delivery system to provide emergency and nonemergency medical care at the scene or during out-of-hospital patient transportation in an ambulance. From the IDPH Bureau of EMS 641 Chapter 147.

## **II. Purpose**

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

## **III. Requests for Assistance**

All requests for mutual aid in an emergency shall be made by the Emergency Medical Services Director, Fire Chief or designee of the assisted party. Such requests shall state the exact nature of the emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision on type and amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party. Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

## **IV. Authority Over Joint Operations**

The Incident Commander of the Assisted Party shall retain overall control of all emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

It is understood that the purpose of this section is to maintain order for the emergency response and shall not be construed to establish an employer/employee relationship.

All emergency incident activity shall be conducted in accordance with procedures consistent with the Incident Command System and the National Incident Management System.

## **V. Liability**

Employees or volunteers of either Party acting pursuant to this Agreement shall be

considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel, as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the other party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services or response rendered pursuant to this Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph IV of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

## **VI. Compensation**

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Assisting Party provides supplemental services or a higher level of medical services than the Assisted Party, such as paramedic services, the Assisted Party may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Assisted Party does not charge for ambulance services, the Assisting Party will bill the responsible party for services rendered and retain one hundred percent (100%) of fees collected.

For fire/rescue services, no Party shall be required to reimburse any other Party for the cost of providing the fire department services set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Assisting Party may bill the responsible party at a hazardous material incident to reclaim costs associated with responding to the call.

**VII. Termination**

This Agreement may be terminated for any reason by any Party by giving written notice, by certified mail to the Linn County Emergency Management Agency. This agreement shall thereafter be terminated as to the Party giving the written notice, effective sixty (60) days after receipt of said notice. Upon termination, the terminating Party shall have no further responsibility or obligation under this agreement, except as otherwise specifically provided herein. This agreement shall continue in full force and effect as to all other Parties that have not provided written notice of termination.

**VIII. Effective Date**

This Agreement shall be in full force and effect upon the approval by the governing body of each Party and upon filing by the Linn County Emergency Management Agency a certified copy with the Secretary of State and the Linn County Recorder. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

**IX. Amendments**

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, executed by the authorized representatives of all Parties.

**X. Validity**

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

**XI. No Separate Entity Created**

It is the intent of the Parties not to create a separate legal entity or administrative agency under this Agreement.

# 28E AGREEMENT FOR MUTUAL ASSISTANCE

For Linn County Fire/Rescue Services  
Participating Jurisdiction

Jurisdiction:

Date Last Signed:

City of Alburnett

\_\_\_\_\_

Otter Creek Township (Alburnett)

\_\_\_\_\_

City of Anamosa

\_\_\_\_\_

City of Atkins

\_\_\_\_\_

Fire District of Benton #3 & Linn # 5/Atkins

\_\_\_\_\_

Cedar Rapids

\_\_\_\_\_

City of Center Point

\_\_\_\_\_

City of Central City

\_\_\_\_\_

Fire District Linn # 3/Central City

\_\_\_\_\_

City of Coggon

\_\_\_\_\_

Fire District # 7/Coggon

\_\_\_\_\_

Eastern Iowa Airport Public Safety

\_\_\_\_\_

College Ely Putnam Fire Protection and Emergency Response  
Agency

\_\_\_\_\_

City of Fairfax

\_\_\_\_\_

City of Hiawatha

\_\_\_\_\_

City of Lisbon

\_\_\_\_\_

Linn County Hazardous Materials Team

\_\_\_\_\_

City of Marion

\_\_\_\_\_

Township of Marion

\_\_\_\_\_

City of Martelle-Morley Rural Fire Association

\_\_\_\_\_

City of Mt Vernon

\_\_\_\_\_

Fire District # 1/Mt Vernon

\_\_\_\_\_

Township of Monroe

\_\_\_\_\_

City of Palo

\_\_\_\_\_

Fire District # 6/Palo

\_\_\_\_\_

City of Prairieburg

\_\_\_\_\_

Fire District #4/Prairieburg

\_\_\_\_\_

Page 5 of 41

28E Agreement for Mutual Assistance for Linn County Fire/Rescue Services – 2015

FINAL

City of Robins

City of Springville

Township of Brown/Springville

Township of Troy Mills

Township of Spring Grove/Troy Mills

Township of Cono/Troy Mills

City of Walker

Township of Bertram

---

---

---

---

---

---

---

---

---

---

# 28E AGREEMENT FOR MUTUAL ASSISTANCE

## For Linn County Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

**Effective Date:**                      **July 1, 2016**

### City of Mt Vernon

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Dated

**AGENDA ITEM # J – 3**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Engineering Services Agreement
<b>ACTION:</b>	None

**SYNOPSIS:** V&K Engineering has submitted an engineering services agreement for the Palisades Road and 10<sup>th</sup> Ave intersection improvements. The fees (listed in exhibit C), would total \$27,000 for design through construction review. This represents a fee amount of 10.9% of the proposed project cost and is very much in line with the average requests.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** Engineering Services Agreement

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

**ENGINEERING SERVICES AGREEMENT**

**TENTH AVENUE AND PALISADES ROAD  
INTERSECTION IMPROVEMENTS**

**MOUNT VERNON, IOWA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Mount Vernon, a Municipal Corporation, 213 First Street NW, Mount Vernon, IA 52314, hereinafter referred to as the "**CITY**," and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

**WHEREAS**, the **CITY** desires to construct improvements to the intersection of Tenth Avenue and Palisades Road, referred to as the "Project"; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

**WHEREAS**, the **CONSULTANT** is qualified and capable of supplying said engineering services; and

**WHEREAS**, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project under the terms and conditions set forth below.

**NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:**

**I. SCOPE OF SERVICES.**

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

**II. TIME OF COMPLETION.**

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

### III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the Mount Vernon City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the Mount Vernon City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the **CONSULTANT** may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Mount Vernon City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep mylar reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall furnish the **CITY** with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the **CITY** is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$7,000,000/7,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$2,000,000/\$2,000,000

\*Occurrence/Aggregate

\*\*The **CITY** is not to be named as an additional insured.

\*\*\* Claims made basis

The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder..

#### IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a fee of Twenty Seven Thousand and 00/100 Dollars (\$27,000.00) as set forth in Exhibit "C". Said fee shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the Mount Vernon City Council at the next regularly scheduled Council Meeting; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of the Project constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the Mount Vernon City Council at its next regularly scheduled meeting.

#### **V. INDEMNIFICATION.**

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

#### **VI. HAZARDOUS MATERIALS.**

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

#### **VII. INTERPRETATION.**

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

## **VIII. SURVIVAL.**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

## **IX. CONTROLLING LAW.**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Linn County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

## **X. HEADINGS.**

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

## **XI. SEVERABILITY.**

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XII. LEGAL SERVICES.** The **CITY** shall provide the services of a competent Attorney experienced in legal matters pertaining to this type of Project. The **CONSULTANT** shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

**XIII. CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the **CITY** requires additional services of the **CONSULTANT** in connection with the Project, the **CONSULTANT** shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work.

The method of compensation for authorized Extra Work shall be mutually agreed upon between the **CITY** and **CONSULTANT** at the time the work shall be authorized by the **CITY**.

**XIV. AUTHORITY.**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**XV. FINAL AGREEMENT.**

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**ACCEPTED & AGREED:**

**VEENSTRA & KIMM, INC.**

**CITY OF MOUNT VERNON, IOWA**

\_\_\_\_\_  
An Authorized Representative

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

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
An Authorized Representative

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

**ENGINEERING SERVICES AGREEMENT**  
**TENTH AVENUE AND PALISADES ROAD**  
**INTERSECTION IMPROVEMENTS**  
**MOUNT VERNON, IOWA**

**EXHIBIT "A"**

**SCOPE OF SERVICES:**

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Gather property ownership information and prepare preliminary roadway improvement drawings to indicate impacts on adjacent properties.
2. Topographic and existing utility surveying of the project area.
3. Preliminary design and coordination meetings with the City.
3. Final design plans and specifications.
4. Engineers estimate of cost.
5. Final construction plans and specifications.
6. Bidding assistance. City shall reimburse Consultant for cost of distributing plans and specifications to bidders.
7. General construction contract services.
8. Construction Observation and Resident Review. (Assumes 200 hours of review services plus reimbursable expenses)

**ENGINEERING SERVICES AGREEMENT**

**TENTH AVENUE AND PALISADES ROAD  
INTERSECTION IMPROVEMENTS**

**MOUNT VERNON, IOWA**

**EXHIBIT "B"**

**TIME OF COMPLETION:**

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Topographic surveying of the project area shall be completed by February 1, 2017
2. Draft plans and specifications for City review shall be delivered by March 31, 2017.
3. Final construction plans and specifications shall be delivered by April 14, 2017.
4. Estimated bid date for project is May 11, 2017.
5. Construction of improvements shall begin by June 1, 2017 and be completed by August 11, 2017.

The **CONSULTANT** shall not be responsible for delays in approval, securing easements, or other actions by governmental agencies which may delay the time of completion for services.

**ENGINEERING SERVICES AGREEMENT**  
**TENTH AVENUE AND PALISADES ROAD**  
**INTERSECTION IMPROVEMENTS**  
**MOUNT VERNON, IOWA**  
**EXHIBIT "C"**

**COMPENSATION FOR SERVICES:**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the fee for design services, design conferences, topographic survey, preparation of plans and specifications for the project shall be the lump sum fee of Twelve Thousand Dollars (\$12,000);
2. For **GENERAL SERVICES**, the total fee for general services during construction and final review of the project shall be the lump sum fee of Five Thousand Dollars (\$5,000);
3. For **ONSITE CONSTRUCTION REVIEW**, The total fee for construction review for the Project shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for resident review services shall not exceed the sum of Ten Thousand Dollars (\$10,00) based on providing 150 hours of construction review services at \$65/hour;

Said total fees shall be paid by the **CITY** to the **CONSULTANT** and shall become due and payable upon submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the Mount Vernon City Council at the next regularly scheduled Council Meeting.

**ENGINEERING SERVICES AGREEMENT**

**TENTH AVENUE AND PALISADES ROAD  
INTERSECTION IMPROVEMENTS**

**MOUNT VERNON, IOWA**

**EXHIBIT "D"**

"The Companies affording coverage and the Additional Insured, City of Mount Vernon, Linn County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of Mount Vernon as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

**AGENDA ITEM # J – 4**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Architecture Services
<b>ACTION:</b>	None

**SYNOPSIS:** The architecture sub-committee has reviewed RFQ's and interviewed potential firms for the community/recreation center project. Ten firms submitted RFQ's for consideration and four were selected for interviews. The interviews were conducted January 30, 2017. The committee is recommending the Council and staff negotiate with OPN Architects for the design of the facility. If the Council agrees to the recommendation, contract negotiations would begin with OPN over the next couple of weeks, and a finished contract proposal would be returned to the Council for final approval.

**BUDGET ITEM:** N/A

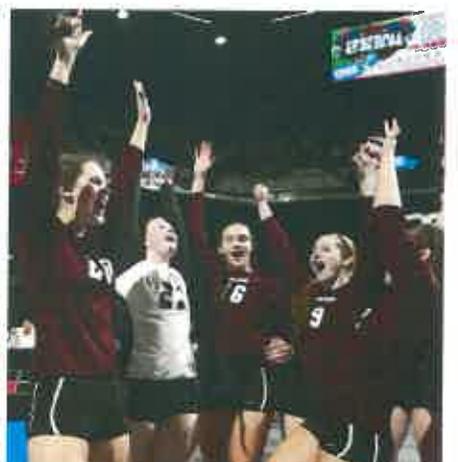
**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** OPN RFQ

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17



Mount Vernon Community/Recreation Facility  
Response to Request for Qualifications  
OPN Architects | January 9, 2017

## Letter of Interest

January 9, 2017

Re: Mt. Vernon Community/Recreation Center

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

Dear Mr. Nosbisch,

Thank you for the opportunity to submit OPN's qualifications for the Mount Vernon Community and Recreation Center.

We have followed this project for quite some time and know how long many in Mount Vernon have been waiting to see the city take the next step's toward realizing the community's vision for a multipurpose facility designed as a social hub to meet the recreation, wellness, and education needs of the community.

This center will house a variety spaces requiring expertise in each type to successfully design this project. With more than 35 years of experience and a growing staff of 115-plus employees, OPN has had the opportunity to develop deep experience in a variety of project types including fitness centers, multi-functional and flexible event and meeting rooms, gyms, pools, and other community and recreation spaces.

Our firm's relationship with the city is both personal and professional. Several of our employees — including Matthew Stewart, who will be dedicated to this project as the lead architect — can either claim Mount Vernon as their lifelong hometown, have lived there for decades, or spent years there as students at Cornell. For these individuals, this project presents an opportunity to improve the quality of life for their friends and neighbors in a very real way. Professionally, OPN worked with the Mount Vernon Community School District to design the current high school. We also have a great relationship with Cornell College, where we designed Thomas Commons and have renovated Dows, Tarr and Pauley-Rorem Residence Halls. We would be honored to build on these relationships by working with the city on the community center.

This project presents a wonderful, and not oft-occurring opportunity for the city of Mount Vernon to invest in a new building that stands to benefit the entire community. We appreciate that this moment has been a long time in the making, dating back to 1999 when voters first approved LOST funds through years of stakeholder groups, needs assessments, community meetings, and preliminary designs. The groundwork has been laid, the funding secured. Now is the time to seize the moment and create a space that will give Mount Vernon residents more than a place to congregate and workout.

Wellness facilities have the potential to truly transform a community. In a town like Mount Vernon with a legacy of top-notch athletic programs — this year's state qualifying volleyball, football, and cross country teams being the rule, not the exception — the community craves a space to celebrate wellness year-round. With a well-maintained Main Street, thriving small businesses, strong schools, art everywhere you look, and a robust calendar of cultural events, Mount Vernon is already a vibrant place to live. This community center presents the chance to cement Mount Vernon's place on the list of Coolest Small Towns in America for years to come.

I look forward to discussing this project with you in more detail. Please do not hesitate to reach out with questions or to continue the conversation.

Sincerely,



Justin Bishop  
Associate Principal  
jbishop@opnarchitects.com  
(319) 248-5669

## Firm Profile

# OPN Architects



## Who We Are

A 115+ person firm with a 37-year track record of success, OPN Architects is proud to have established a well-respected and successful reputation throughout the Midwest. We've won wide recognition for our design work and are listed by Architectural Record as the 109th largest design firm in the nation in 2015. Our success is the result of a deliberate, sustained commitment to an open culture that nurtures excellence and new ideas. We collaborate closely during planning and design phases in our office. We camp out in teaming rooms during intensive periods of research and design. We document our ideas with layers of trace paper, sticky notes, photos and boards, and workshop ideas together during weekly design critiques. We understand that physical space can foster or inhibit collaboration and innovation, and we believe passionately that success lies in bringing people and perspectives together. We encourage open dialogue and, as a team, we find the optimal design solution for our clients. Responsiveness, responsibility, and commitment to open dialogue are our most important attributes, and we believe these commitments are the reason for our high percentage of repeat clients. We work to create trusting, mutually beneficial relationships on each project simply because we believe it's the right thing to do.

## Community Involvement

At the center of our core values is our shared commitment to the community. As a firm, we donate time, talent, and money to organizations in need by undertaking pro bono projects that benefit our community, supporting organizations such as Habitat for Humanity, Canstruction, and United Way, and serving on boards and committees for national- and state-level professional organizations. Though recognition does not drive our efforts, we are humbled to have been recognized for our advocacy in architectural and civic life. President Daniel Thies was honored in 2015 by the Cedar Rapids Rotary with a Community Service Award for a lifetime of public service. In 2014, OPN Architects received the Outstanding Philanthropic Organization award from the Eastern Iowa Chapter of the Association of Fundraising Professionals.

## Locations

**Cedar Rapids**  
200 5th Ave. SE  
(319) 363-6018

**Des Moines**  
100 Court Ave.  
(515) 309-0722

**Iowa City**  
24 1/2 S. Clinton St.  
(319) 248-5667

**Madison**  
301 N. Broom St.  
(608) 819-0260

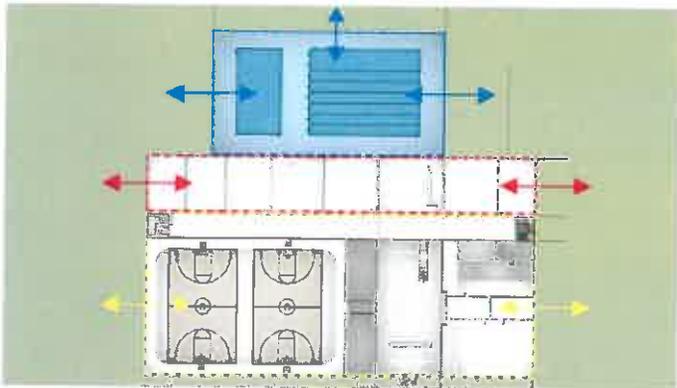
## Services

Architecture  
Bond Issue Planning  
Building Information Modeling  
Detailed Budget & Cost Analysis  
Existing Facility Evaluation  
Fast Track Design  
Interior Design  
Landscape Architecture  
LEED Planning & Implementation  
Marketing & Promotional Materials  
Master Planning  
Renovation/Restoration  
Site Evaluation  
Sustainable Design

## Project Types

Academic Libraries  
Adaptive Reuse  
K-12 Schools  
Civic  
Corporate  
Health Care  
Higher Education  
Historic Rehabilitation & Restoration  
Public Libraries

## Similar Design Projects



## Marion YMCA

Marion, Iowa

Year: 2018

Size: 70,000 square feet

Cost: \$17 million (estimated)

Contact: Bob Carlson

President & Chief Executive Officer

(319) 366-6421 x100

Project Team: David Sorg, Principal-in-Charge

The growing community of Marion, Iowa, needs a YMCA to keep pace with the demands of the rapidly developing city. Built in 1963, the current 35,000-square-foot building was designed to serve the city's then 12,000 residents. Today, more than 36,000 live within the city limits.

The new 70,000-square-foot facility, which will be built as a partnership between the city and the YMCA, will be modern and inviting. It will be a social hub for recreation, wellness, and education with four gyms, a lap pool, family pool, group fitness rooms, fitness floor, track, racquetball courts, family locker rooms, child care, juice bar and a large lobby that can also serve as a community gathering space. Designed as a holistic community and wellness center, the new YMCA will connect both figuratively and literally with its location. Large expanses of glass open the space to the outdoors visually connecting those inside with the neighborhood while walking trails and spaces for outdoor fitness classes bring YMCA members outside. As a space that encourages wellness, the YMCA also will be designed using sustainable practices and materials.



## Rockwell Collins Recreation Center

Cedar Rapids, Iowa

Year: 2012

Size: 60,000 square feet

Cost: \$730,000

Contact: Kevin McCarthy  
(319) 295-1000

---

Opened in 1986, the Rockwell Collins Recreation Center is open to employees, retirees and their families seven days a week with extensive weekday hours to accommodate all work shifts and schedules. After more than two decades of heavy use, though, the facility needed to be refreshed to truly fulfill its mission.

Rockwell turned to OPN Architects to renovate and re-envision the 60,000 square foot corporate fitness facility located on the Rockwell Collins Campus in Cedar Rapids. Throughout the project, care was taken to work with the client to avoid disruption to patrons.

A desire to brighten up the expansive space drove the design from the reception area to the locker rooms. Pops of vibrant chartreuse add color and infuse vitality and large graphic wall installations add to the energetic atmosphere.

To support opportunities for socialization, the design includes a lounge and other common spaces. Additional spaces are dedicated to group fitness, racquetball, and basketball courts.



## Principal Wellness

Des Moines, Iowa

Year: 2017

Size: 36,598 square feet

Cost: \$9,000,000

Contact: Ryan Carpenter

Assistant Director Corporate Real Estate, Principal  
(515) 779-8267



In 2011, OPN started working with Principal to redesign its corporate headquarters in downtown Des Moines. Our work began as a straight-forward study of the campus, but it quickly became clear that Principal had an opportunity to re-imagine its environment and work practices. Principal has since retained OPN Architects as the firm to implement the plan, which addresses more than 2.3 million square feet and is set to be completed in 2018.

One of the many spaces OPN designed as part of the master plan is a new wellness center located at the historic 711 High Street, the corporate campus' 'flagship' building.

Designed to serve all of Principal's 7,000 employees, the wellness center holistically embodies fitness, nutrition, and mental and emotional well-being. Because the facility is open free of charge to all employees and for a limited fee for families, there is a separate entry at street-level and limited access to the rest of the building for employees only.



In the spirit of whole-body wellness, the center features typical amenities such as locker rooms, massage and steam rooms, group fitness areas for classes, and cardio and strength training equipment. There's also a functional training free-style zone with jungle gym equipment, an open area for medicine balls, kettle weights, balance boards, tire flipping, and wall mounted suspension training bars. In addition, the center includes consultation rooms, a mind and body studio, and multi-purpose space for boot camps. Kitchenettes are integrated to serve other areas of the building as well as the wellness center.



## Aspen Athletic Club

Ankeny, Iowa

Year: 2016

Size: 13,035 square feet

Cost: Cost withheld at owner's request

Contact: Luke Aduddell

laduddell@aspenathletic.com

Project Team: David Sorg, Principal-in-Charge

---

OPN provided conceptual design services for Iowa-based fitness franchise Aspen Athletic Clubs' new Ankeny facility. Located in a vacated grocery store, the design takes advantage of the existing high ceilings and natural light while working to provide a dramatically different customer experience through branding, color and use of materials.

As a franchise, it was important to Aspen that the Ankeny club retain many of the same characteristics as other locations to reinforce the company brand as a premier health club. The OPN team worked with the client to challenge the way the company's business model was driving the design of the space. The typical sales stations are eliminated in favor of a modern yet warm and welcoming lobby area, located directly off the fitness floor, serves as a space for members to relax or socialize as well as a comfortable location for membership sales.

The fitness floor culminates in a glass-front group fitness room and an adjacent wood spa area. The fitness floor provides a transition from the typical space of cardio equipment and weight machines to a more spa-like stretching area that sits in front of the spa room.

Every wall surface has been thoughtfully designed; mirrors, super graphics, color and branding serve to create an open, active, motivational fitness environment.



## Mount Vernon Community High School

Mount Vernon, Iowa

Year: 2006

Size: 93,000 square feet

Cost: \$ 9,870,000

Contact: Tom Wieseler, Former School Board Member  
Mount Vernon Community School Board  
(319) 895-6850



When the Mount Vernon Community School District needed a full-program high school on a modest budget, they hired OPN Architects. A square floor plan proved to be the most cost-effective while offering the most square footage of utilized space. In order to maximize natural light, classrooms and performing arts programs were placed around the perimeter, with the athletics programs and science labs, which require less natural light, in the core. The new building houses a complete high school program, including consumer science, business, industrial arts, special education, and visual arts spaces, as well as 12 classrooms and three science labs. The athletic program consists of a 1,200-seat gymnasium, four locker rooms, a wrestling room, a weight and fitness room, a coach's area, and outdoor practice fields. The performing arts program includes vocal and instrumental classrooms and practice facilities. The new high school also houses a district-wide food service operation, student commons and a cafeteria, a media center, and administrative offices.

The design includes a geo-thermal well field and other energy-efficient mechanical features. In addition, the building is oriented and designed to maximize day lighting, while reducing the impact of solar heat gain.

## Municipal Design Projects



## Cedar Rapids Public Library

Cedar Rapids, Iowa

Year: 2013

Size: 94,000 square feet

Cost: \$24,128,634

LEED: LEED Platinum

Contact: Dara Schmidt, Library Director

Cedar Rapids Public Library

(319) 739-0401

Project Team: Matthew Stewart, Project Architect



The success of the Cedar Rapids Public Library demonstrates the impact a next generation library can have on a community. A catastrophic flood in 2008 forced the community to replace its 30-year-old library — previously in decent condition and of adequate size, but lacking vibrancy, community spaces, and inspiration — located in the heart of downtown Cedar Rapids. OPN, along with the library staff and board and support of the community, seized the opportunity to reinvent library services in the community and create a new vision for the future library.

A site a couple blocks from the old, flooded facility was selected for the new library, outside the flood zone's reach and positioned to be an anchor to the city's urban park. The design of the library embraces this opportunity by creating an urban plaza, and positions the vibrant, active library spaces so the large expanses of glass highlight the library services to the community.

The new design broke barriers between the staff and patrons, library and civic spaces, and staff departments. Views into the building frame the rhythmic placement of library stacks juxtaposed with a lively and active children's collection and the adult fiction collection. The views in and out of the collection spaces are seen from nearly every vantage point. A two-story lobby space — including a popular full-service cafe — is a community hub and starting point to a library visit. A 200-seat tiered auditorium situated on the second level is expressed in the volume of the space and positioned to offer dramatic views of Greene Square and the community beyond. The library further embraces the sense of community with a 20,000-square-foot green roof that was a key part of the LEED Platinum storm-water management strategy and has become a go-to spot in the library.

The most surprising aspect of the new library is the ways in which the community has embraced and used the facility in ways unimagined. It truly is a participatory library. The metrics on circulation, meeting room use, and computer use have far surpassed expectations and highlight the impact a new library can have on a community.



## Johnson County Ambulance Service and Medical Examiner Facility

Iowa City, Iowa

Year: 2017

Size: 34,100 square feet

Cost: \$6,800,000

Contact: Rod Sullivan, Supervisor,  
Johnson County Board of Supervisors  
(319) 356-6000

Project Team: David Sorg, Principal-in-Charge, Justin Bishop,  
Project Manager



OPN was selected to design a much-needed ambulance services building for Johnson County. The board has roughly \$6.8 million budgeted for the project. The building at 808 South Dubuque Street — where the current Johnson County Ambulance Services Department is located — will house ambulance services, the Medical Examiner's Office and provide storage for the Auditor's Office and Facilities Department. County officials looked to build a new facility for years, based on the growing needs and call volume of the ambulance services department, but plans were placed on the back burner in recent years while the board attempted to address space and security needs at the Johnson County Courthouse and jail. The department moved into the building at 808 South Dubuque Street in 1988 and retrofitted the former Fisher auction building into a serviceable ambulance facility — with paramedics hanging drywall, installing windows and turning a portion of the building into an ambulance garage.

In 1988, the ambulance service department's roughly 25 staff members responded to about 4,000 calls for service, Ambulance Service Director Steve Spenler said. Last year, the department's 62 employees responded to more than 9,300 calls. Sustainability, efficient building practices, and creating a building with the possibility to expand at a later date are all crucial factors in the final design. The new building will solve issues such as parking for all the ambulances (currently, one has to be parked across the street), insufficient clearance for ambulances pulling in and out, and consolidation of operations with the medical examiner.



## Bright Grandview Golf Course Clubhouse

Des Moines, Iowa

Year: 2012

Size: 13,214 square feet

LEED: LEED Certified

Contact: Jill Tenney, AIA

Des Moines Engineering Department

(515) 230-0000



This municipal golf course, built in 1902, was badly in need of a makeover. The original clubhouse was in need of maintenance and had undergone many unsympathetic renovations over the years. City officials made the decision to construct a new clubhouse that would revitalize the neighborhood, become a much-needed community center, and change the image of the historic golf course for the entire community.

Contextually, the clubhouse is located on the westernmost boundary of the golf course and the building's west elevation fronts a residential neighborhood. The connection with the golf course is achieved through the use of extensive glazing inset with doors allowing for access to an outdoor terrace that extends the length of the building. These doors set up an organizational rhythm that translates throughout the building. This rhythm is reinforced on the exterior with the introduction of tensioned fabric panels that shade the glass from the morning sun while allowing for views of the course. A horizontal louvered sunshade is also employed on the east elevation.



A simple steel structure, comprised of bays spaced at eleven feet, is articulated on both the interior and exterior of the building, and is complimented by lapped wood siding infill panels. A board-formed concrete foundation wall is exposed around the perimeter of the building, creating a plinth from which the steel structure rises. The lower level, a largely utilitarian space, provides storage for the course's golf carts, while the main level houses the pro shop, bar, offices, and a dining room that can be used by the community for events. All of these functions work in concert to make the clubhouse a hub of activity for the neighborhood.



## Linn County Public Health and Child and Youth Development Services

Cedar Rapids, Iowa

Year: 2018

Size: 50,000 square feet

Cost: \$15,000,000 (estimate)

Contact: Darrin Gage

Director of Policy & Administration, Linn County

(319) 892-5105

Project Team: David Sorg, Principal-in-Charge

The new Linn County Public Health and Child and Youth Development Services Building will be a multi-use 45,000 to 50,000-square-foot facility with the potential for future expansion on a 90,000-square-foot site in southeast Cedar Rapids.

The current building is approximately 14,800 square feet, lacks natural light, privacy, sound control, privacy for public clients, adequate classroom and storage space, and is in dire need of basic maintenance such as leaking roofs in office and childcare areas.

Because the building is used by both the departments of public health and child and youth development, programming for the new facility includes a diverse mix of classroom and childcare spaces, offices, meeting rooms, clinics, and lab.

The Department of Child and Youth Development Services offers childcare and preschool to the county's underserved, in-need population. It is also open to those students who for behavior reasons are not permitted to attend public schools. All services are paid for by the county. This portion of the building includes three classrooms and as well as a large motor skill multi-function space.

The childcare center will be designed to create a calm and safe space that may be lacking in the other parts of these children's lives. It will also offers tactile learning opportunities through materiality of the space and surroundings. Sustainability strategies such as a green roof become part of the everyday learning experience. Other outdoor spaces, including a playground, promotes creative play.

The youth program is geared towards middle school age children who need after school help or a safe place to socialize. The building will offer a gymnasium and lounge areas, along with study spaces. Outdoor areas will be accessible to the community to use as they would a park. The community was also taken into account with the design of the building's exterior to ensure it is not only compatible and contextual, but improves the surrounding neighborhood.

The building will be designed toward a LEED Platinum designation, with Net Zero aspirations.

5  
Project Team



### **David Sorg, AIA, LEED AP**

Principal

Office Location: Cedar Rapids

#### **Education**

Iowa State University, 1992

Bachelor of Fine Arts in Architecture

#### **Professional Affiliation**

Registered Architect: 14 states including Iowa

American Institute of Architects

National Council of Architectural  
Registration Boards

100+ Men Who Care, Founder and Board  
Chair

Theatre Cedar Rapids, Board of Directors

United Way Sinclair Society, Co-Chair

Iowa BIG, Class Leader

Metro North Rotary, Past President

Leadership for Five Seasons, Past Board  
Chair and Community Trustee Recipient

Metro Economic Alliance, Past Innovation  
Council

David Sorg has served as principal-in-charge on a series of high-profile projects with complex programs for corporate, civic, and higher education clients, including work on the recently complete Boehringer Ingelheim Vetmedica, Inc. laboratories in Ames and Fort Dodge, Iowa, and St. Joseph, Missouri. David has been deeply entrenched in the Cedar Rapids community, and is the founder and Board Chair of 100+ Men Who Care. David's passion for health and wellness led him to create the company's health and wellness program. He continues to benchmark recreation and fitness facilities across the Midwest and country, to stay on top of the latest trends driving the industry.

#### **Select Experience**

##### **Marion YMCA**

Marion, Iowa

##### **Elmcrest Country Club**

Pool Remodel

Cedar Rapids, Iowa

##### **Johnson County**

Ambulance Service and Medical Examiner  
Facility

Iowa City, Iowa

##### **Linn County**

Community Services

Public Health and Child & Youth

Development Services

Cedar Rapids, Iowa

##### **University of Iowa**

John Pappajohn Law Building Renovations

BioVentures Center

Athletic Training Table

University Services Building

West Campus Energy Plant

West Campus Master Plan

##### **Mount Mercy University**

Ashley Residence Hall

Cedar Rapids, Iowa

##### **General Services Administration**

United States Courthouse

Cedar Rapids, Iowa

##### **Metro Economic Alliance**

Cedar Rapids, Iowa

##### **Boehringer Ingelheim Vetmedica, Inc.**

Ames Research Laboratory

Fort Dodge Research Laboratory

St. Joseph Building Interior Renovations

##### **Fourth and Court**

Mixed-Use Development

Des Moines, Iowa

##### **Deere & Company**

Intelligent Solutions Group, Ankeny, Iowa

Des Moines Works Master Plan, Ankeny,  
Iowa

John Deere Harvester Works, East Moline,  
Illinois

Waterloo Works Office Addition, Waterloo,  
Iowa

Collectors Center, Moline, Illinois

Health Office Building & Commons, Moline,  
Illinois

##### **Integrated DNA**

Coralville, Iowa

##### **Rockwell Collins**

Buildings 130 & 131

Cedar Rapids, Iowa

##### **Honeywell (formerly Intermec)**

Cedar Rapids, Iowa

##### **TrueNorth**

Corporate Headquarters

Cedar Rapids, Iowa

##### **NCMIC Group, Inc.**

Clive, Iowa

##### **Great America Building**

New Construction

Tenant Improvement

Cedar Rapids, Iowa

##### **BioLife Plasma Services**

Various locations



**Justin Bishop, AIA, LEED AP**

Associate Principal  
Office Location: Iowa City

**Education**

University of Iowa  
Master of Business Administration

Iowa State University  
Bachelor of Architecture

**Registrations & Affiliations**

- Registered Architect: Iowa
- American Institute of Architects, Iowa Chapter
- United States Green Building Council
- United Way
- Habitat for Humanity
- 100+ Men Who Care
- Iowa City, Community Leadership Program
- Cedar Rapids Leadership for Five Seasons, Class of 2015

Justin Bishop has been an architect with OPN Architects for more than 12 years. He will lead the firm's new Iowa City studio. He holds a Bachelor of Architecture degree from Iowa State University and recently earned his MBA at the University of Iowa. Justin is currently leading numerous projects in the Iowa City area including the Johnson County Emergency Services project, and serves as a project manager for Hancher Auditorium at the University of Iowa. Justin has enjoyed engaging the community through numerous non-profit organizations, including United Way and Habitat for Humanity. Justin lives in North Liberty with his wife, an elementary school counselor, and two young sons.

**Select Experience**

**City of Cedar Rapids**

Cedar Rapids Convention Complex  
Cedar Rapids, Iowa

**General Services Administration**

Federal Courthouse  
Cedar Rapids, Iowa

**Johnson County Ambulance & Medical**

Examiner Facility  
Iowa City, Iowa

**University of Iowa**

State Hygienic Laboratory  
BioVenture Center  
Hancher Auditorium  
Gerding Athletic Learning Center  
Riverside Recital Hall  
Iowa Memorial Union Renovation Phase 1  
Currier Hall Front Entrance  
Iowa City, Iowa

**University of Iowa Hospitals and Clinics**

Neurosurgery Clinic Expansion &  
Renovation Cardiac CT Scanner Suite  
Renovation  
Iowa City, Iowa

**Mount Mercy University**

University Center and Sisters of Mercy  
Plaza  
Graduate Center  
Cedar Rapids, Iowa

**BioLife Plasma Services**

Coralville, Iowa

**Deere & Companies**

John Deere Harvester Works, Moline, Illinois  
Corporate Hangar, Moline, Illinois  
John Deere Des Moines Works, Ankeny,  
Iowa

**Moline Public Library**

Moline, Illinois

**Marengo Public Library**

Marengo, Iowa



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

Project Architect

Office Location: Cedar Rapids

**Education**

Iowa State University, 2001

Bachelor of Architecture

**Professional Affiliation**

Registered Architect: Iowa

American Institute of Architects

National Council of Architectural  
Registration Boards

United States Green Building Council

Matthew has been an architect with OPN Architects for eight years. Matthew brings a diverse project experience from working with a national firm on the east coast for eight years. He recently helped manage the award-winning Cedar Rapids Public Library in Cedar Rapids and Boehringer Ingelheim Vetmedica, Inc. laboratory in Ames. He has extensive experience working on research laboratories and designing efficient exterior envelopes. Matthew holds a Bachelor of Architecture from Iowa State University. When not working, Matthew enjoys working on his farm in Mount Vernon, where he grew up, and playing with his two kids.

**Select Experience**

**Cedar Rapids Public Library**

Cedar Rapids, Iowa

**Human Services Campus**

Cedar Rapids, Iowa

**University of Iowa**

College of Pharmacy

Hancher Auditorium Demolition

Oakdale Hall Demolition

Iowa City, Iowa

**Boehringer Ingelheim Vetmedica, Inc.**

Ames, Iowa

**Principal Financial Group**

Cedar Falls, Iowa

**Deere & Company**

6050 New Offices

T-10 Addition

H Building Expansion

Waterloo, Iowa

**Suffield Academy\***

Athletic Center

Suffield, Connecticut

**Cold Spring Harbor Laboratory\***

Upper Campus Complex

Cold Spring Harbor, New York

**Yale University\***

Reese Stadium

New Haven, Connecticut

**Park East Synagogue\***

Cleveland, Ohio

**Home Plate Residence\***

**Simon / Bellamy Residence\***

**Galbraith Residence\***

\*Denotes work completed prior to joining OPN

## Project Approach

# Process & Approach

At OPN, we are relentless in our pursuit of the most creative, cost-effective solutions to every project. The City of Mount Vernon requires and deserves a design team that combines experience and a collaborative approach to design with the technical expertise to deliver documents and construction administration is critical to project success. Following is a summary of our proven design process as well as our commitment to cost and quality control.

## Pre-Design

Pre-design is the first critical part of the process before we put pencil to paper. These efforts ensure that we have built consensus toward a shared goal and set of priorities.

## Research

We start each project by getting to know you. We observe, ask questions, and connect with your community. We'll analyze user demographics and evaluate how specific site, climate factors, and community influences will affect the design. We'll spend time in the existing facility to observe how it is used, and we'll capture that information with photos, videos, and notes. In short, we start by doing our homework. For your project, we will begin by assessing the diversity of the program, the site, and the need for community outreach and visioning.

## Community Engagement

We believe every great vision must embody the aspirations of all involved. We recommend a phased public education and outreach program to accompany any design and programming for a civic project. Prior to beginning project development, we believe it is important to clearly define the need for a particular project, the short- and long-term benefits (and costs of action or inaction), and the process for development and implementation. Materials and public meetings will help engage key stakeholders and community influencers, while clearly laying out the costs, benefits, and process for the project. Community is equally crucial during the design phase. This is when misinformation can take hold and start driving the public narrative about the project. Our team will maintain the communication channels and continue engagement with stakeholders and relevant community leaders.

## Visioning

During this phase of pre-design, key decision makers and stakeholders come together to develop the guiding principles for the project. These conversations provide compass points to guide our decisions. We use audience participation technology to work with large, diverse groups to define guiding principles and develop a shared understanding of the aesthetic style of architecture appropriate for your project and community.

## Programming

Before design begins, we complete a detailed listing of the specific needs and parameters for the project. This is the definition of the type of spaces, size requirements, furnishing needs, etc., as well as any budget or schedule constraints. Outside the formal program, we work closely with city leadership and staff to incorporate their expert perspective on what works and what could work better. We proactively engage staff in exploring creative solutions to the spatial issues that arise when a list of needs and budgets are in conflict.

## Analysis

All this work culminates in the final step of the pre-design process: analysis. We analyze the results of our research, visioning, and programming, and share the results with city leadership and staff. By analyzing work streams, we can tighten our focus and build a conceptual framework to shape design development.

## Design

We believe in a highly collaborative design process from concept through construction and closeout.

## Exploration

The first step of the design process is the highly collaborative exploration and conceptualizing phase, during which we study and evaluate numerous concepts that depict the idea for a design. All great designs can be traced back to a simple sketch, often with a half dozen pen strokes that say it all. These sketches lead to more defined conceptual studies that are generally a combination of sketches and early 3D computer graphics. Studying and manipulating these images ultimately leads to the "ah ha" moment when a great design begins to take shape.

## Refinement

This is a critical period of advancing the design, second-guessing, challenging, and distilling to ensure the final design is pure and purposeful, and can be delivered on budget. The design concept evolves rapidly during refinement.

## Communication

The design of a public building must be shared and communicated with city leaders, patrons, benefactors, and staff. It is important

to tell the story in a clear and easily understood manner. Every community is unique, and we can tailor this to your specific needs. Generally, we will provide color renderings, models, and bound reports including narratives of the proposed materials and engineering systems. Walk-through and design review will be available at every stage and can be reviewed in a formal setting or informally by interested community members.

### Integration

The difference between a good design and a great design is great designs are able to seamlessly integrate technical, engineering, sustainable, and furnishing requirements cohesively in a way that remains true to the vision. The design team will use BIM technology to integrate all components into a 3D computer model. This phase is still highly collaborative with the client, as we begin to make detailed decisions on materials, light fixtures, power and data needs, and more.

### Documentation

The last step of the design process, prior to bidding and construction, is the creation of accurate and complete construction drawings and specifications. Our goal is always to form or reinforce a strong and trusting relationship with our client. We recognize the projects we work on represent a significant investment of time, energy, and finances. We are committed to being good stewards of our client's resources, and believe that authoring clear, detailed documents can help ensure a successful result.

### Cost Control & Quality Assurance

Quality assurance is a process, not an event. We are confident we can provide the quality the city is seeking.

### Project Checklists

To provide clarity for our clients and collaborators, we have developed an in-house Project Checklist for the schematic design

and design development phases. Following the checklist ensures that critical design decisions are made in a timely manner and at the end of design development, we have agreed upon the majority of design decisions. Clear understanding and agreement at each phase of design helps to avoid costly delays and re-design later on in construction.

### Cost Control

Communication and consistent monitoring are the keys to successfully estimating and controlling costs. OPN has worked with independent cost estimators on almost all of our public projects, and while we have a good sense of how our design decisions affect budget, we utilize independent analysis to confirm our projections. At the conclusion of schematic design, design development, 65% complete construction documents, and 95% construction documents, complete estimates will benchmark our progress and allow us to make informed decisions together about total probable project cost. Our last 25 publicly bid projects came in, on average, 2.6% under budget.

### In-House Peer Review

A "second pair of eyes" is valuable in the review and analysis of construction documents. For every project, we assign a project architect to act as a peer review of the drawing set to review and markup the documents prior to final review and issuance for bids. This step is important to provide a thorough understanding of the project prior to moving into the construction administration phase.

### Project Management

The project manager and architect will remain involved throughout the entire project, and monitor the overall progress until project completion. This team will be directly involved in the review of shop drawings, submittals, Requests for Information, Instructions to Contractor, job meetings, and construction observation. They will ensure overall project success.

## Civic Work

OPN Architects has an intentionally diverse portfolio of project types including civic, corporate, libraries, K-12 schools, medical, and higher education. Work for municipalities, counties, states, and the federal government, though, has made up a large portion of our work in the past decade, with more than 50 completed projects, including an award-winning federal courthouse and public library, in addition to many other buildings of all scopes and sizes.

Central to our philosophy is our belief that public spaces must be responsive. A public building or space is part of the larger civic and social fabric and therefore must strengthen the sense of place for the community. This is why you see a wide variety of architectural styles in our portfolio of civic work. No two communities are the same, therefore neither should our approach to the design of their projects. Our designs are a reflection of our client's goals and objectives and the influence of the environment and community needs.

OPN Architects has amassed more than 30 years of working in and for the cities throughout the state of Iowa, including many in the Corridor. We have been honored to serve as the architect for projects with the cities of Cedar Rapids, Marion, and Iowa City as well as Linn, Johnson and Polk County and the dozens of municipalities across the state including the cities of Ankeny, Clive, Des Moines, Indianola, Pleasant Hill, Waukee, West Des Moines, and Winterset. Having delivered projects in these communities, we've also established solid working relationships with the City Administration and City Councils of Norwalk, Urbandale, Johnston and Grimes.

Our work for these civic entities affords us an intimate familiarity with the local authorities, applicable codes, ordinances and laws in the region and across the State of Iowa.

On any project, but particularly for civic clients, we work diligently to ensure that the imperatives of time, budget and schedule are met. We are proud of track record of completing complex projects on time and budget. We take our job as the stewards of tax payers' dollars very seriously.

OPN carefully tracks project and construction costs on all of our projects. We regularly compare our costs to previous projects and review costs with contractors, subcontractors and suppliers on specific materials and types of construction. These practices combined with our volume of work and the detailed cost analysis done by outside estimating experts provides clients with real-time understanding of local construction costs. We have vast experience in working with Construction Managers, capitalizing on the ability to compare their cost estimates with those provided by outside estimators, we reconcile those to establish the best estimate for the client's budget. We understand that predicting and controlling costs is critical to project success. We always hope to exceed our client's expectations. With that in mind, our team will work cooperatively to make the best use of resources and maximize the city's budget.

### Select Civic & Municipal Experience

Bremwood Education Community Center	Iowa Veterans Home Dack & Malloy	Oskaloosa City Hall
Cedar Rapids Animal Care and Control	Johnson County Emergency Services	Paramount Theatre Restoration, Cedar Rapids
Cedar Rapids Bridge Facility	Johnson County Health and Human Services	Polk County Old Jail Master Plan
Cedar Rapids City Hall Study	Keokuk Pump Station	Polk County Criminal Courts Renovation
Cedar Rapids Convention Complex Center	Keokuk Rand Park Pavilion	Polk County Historic Courthouse Restoration
Cedar Rapids Facilities Open House	Linn County Options Building	Polk County Justice Center Annex Renovation
Court Avenue Parkade, Iowa City	Linn County Public Health and Child & Youth Development Services	State of Iowa Capitol Dome Restoration
Des Moines Fire Training Center	Madison County Courthouse Dome Restoration	State of Iowa Ola Babcock Basement Waterproofing
Fourth Avenue Parkade, Cedar Rapids	Marion Streetscape Master Plan	Federal Courthouse, Cedar Rapids
Greene Square Renovation, Cedar Rapids	Marshall County Courthouse	Veterans Memorial Auditorium, Des Moines
GTC Parkade, Cedar Rapids	Milwaukee Aircraft Rescue and Fire Fighting	
Harrison Street Parking Facility, Iowa City		
Human Services Building, Cedar Rapids		
Iowa Hall of Pride, Des Moines		

## Team Member Resumes

**David Sorg, AIA**

Principal | Office Location: Cedar Rapids

**Marion YMCA** | Marion, Iowa

The new 70,000-square-foot facility, which will be built as a partnership between the city and the YMCA, will be a social hub for recreation, wellness, and education with four gyms, a lap pool, family pool, group fitness rooms, fitness floor, track, racquetball courts, family locker rooms, child care, juice bar and a large lobby that can also serve as a community gathering space. Large expanses of glass open the space to the outdoors, visually connecting those inside with the neighborhood. It is being designed using sustainable practices and materials.

**Aspen Athletic Club** | Ankeny, Iowa

The OPN team worked with fitness franchise Aspen Athletic Club on its new Ankeny location to re-imagine a vacated grocery store through branding, color and use of materials. A modern yet welcoming lobby area, located directly off the fitness floor, serves as a space for members to relax or socialize as well as a comfortable location for membership sales. The fitness floor culminates in a glass-front group fitness room and an adjacent spa area. Every wall surface has been thoughtfully designed to create an open, active, motivational fitness environment.

**Linn County Public Health and Child & Youth Development** | Cedar Rapids, Iowa

The new multi-use facility will house both the departments of public health and child and youth development, which, together, offer Linn County residents public health services, childcare and preschool to the in-need population, alternative schooling and after school programs. The diverse programming calls for a mix of classroom and childcare spaces, a gymnasium, offices, meeting rooms, clinics, and labs. Sustainability strategies include a green roof and the building design aspires toward a LEED Platinum designation.

**Johnson County Ambulance Services & Medical Examiner Facility** | Iowa City, Iowa

This new build will consolidate facilities for ambulance services, the Medical Examiner's Office and storage for the Auditor's Office and Facilities Department. Sustainability, efficiency, and the possibility for future expansion were crucial factors in the design. The new building will solve issues such as parking for all the ambulances, insufficient clearance for ambulances pulling in and out, and consolidation of operations with the medical examiner.

**Federal Courthouse** | Cedar Rapids, Iowa

As Architect of Record, OPN managed all aspects of this large, complex, technologically-advanced project, including coordinating a team of 15 consultants from across the country. About half of the 287,600 sf building is multi-tenant office space housing 19 governmental agencies. The LEED Gold certified building was designed with access floor, high-performance, blast-resistant glazing, solar panels, a rain-water collection system, and a green roof.

**Elmcrest Country Club** | Cedar Rapids, Iowa

Having worked with OPN Architects on previous renovations, Elmcrest Country Club hired OPN to design a major remodel of its swimming area. The existing pool was leaking and too small for the Club's growing membership base. The new resort-style pool features a zero-depth entry, family-friendly water features, and a new diving board and tube slide. The project also added private cabanas and lounge seating around the perimeter of the pool. Construction began in October 2014 and was complete in time for the 2015 swimming season.

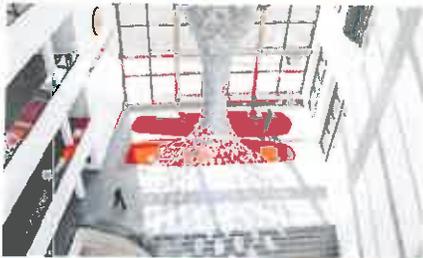
**Justin Bishop, AIA, LEED AP**

Associate Principal | Office Location: Iowa City



**Johnson County Ambulance Services & Medical Examiner Facility | Iowa City, Iowa**

This new build will consolidate facilities for ambulance services, the Medical Examiner's Office and storage for the Auditor's Office and Facilities Department. Sustainability, efficiency, and the possibility for future expansion were crucial factors in the design. The new building will solve issues such as parking for all the ambulances, insufficient clearance for ambulances pulling in and out, and consolidation of operations with the medical examiner.



**Federal Courthouse | Cedar Rapids, Iowa**

As Architect of Record, OPN managed all aspects of this large, complex, technologically-advanced project, including coordinating a team of 15 consultants from across the country. About half of the 287,600 sf building is multi-tenant office space housing 19 governmental agencies. The LEED Gold certified building was designed with access floor, high-performance, blast-resistant glazing, solar panels, a rain-water collection system, and a green roof.



**Cedar Rapids Convention Complex | Cedar Rapids, Iowa**

The new Cedar Rapids Convention Complex consists of three interrelated facilities: New convention center; Renovated arena and a redesigned hotel. OPN was the architect-of-record for all three facilities and served as the lead designers for the renovation of the hotel. The project called for the entire building to be updated including the hotel's 267 guestrooms, all public and back of house spaces and the mechanical, electrical and security systems. The team operated on a conservative budget and a very tight schedule.



**Gerdin Athletic Learning Center, University of Iowa | Iowa City, Iowa**

The Athletic Learning Center provides tutoring and study space for the University of Iowa's student-athletes. The existing facility, completed in 2003, offers 21,000 square feet of space on two levels. OPN is currently working to update the interiors with 21st-Century learning in mind. The ground floor will contain a large lounge and cafe space along with tutor rooms and administrative offices. The second floor houses additional offices with a large classroom and smaller meeting rooms, and the third will provide quiet study spaces and private tutor rooms.



**Moline Public Library | Moline, Illinois**

The Moline Public Library is two stories with an arrangement of the active collection areas, primarily the popular materials, children's collection, and young adult space, on the ground floor. The general adult collection is located on the upper floor. The design concentrates the enclosed staff areas, conference space, and mechanical/storage areas on the east side of the facility. A copper-clad entry form houses a coffee shop and public meeting areas. The facility was designed so that these areas were accessible during non-library hours.

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

Project Architect | Office Location: Cedar Rapids

**Cedar Rapids Public Library** | Cedar Rapids, Iowa

The new 95,000-square foot library is designed to be a vibrant, multipurpose destination and a space for the community to mix and collaborate. The design of the new library was driven by the desire to embrace openness, transparency and foster public engagement with and within the space. Amenities include a cafe and coffee shop, meeting rooms, a 24,000-square foot green roof, and auditorium. The library achieved LEED Platinum.

**Tisch Field House, Suffield Academy\*** | Suffield, Connecticut

A new, 30,000 square foot athletic center at Suffield Academy. Attached to an existing athletic complex, the new field house contains a multi-purpose gymnasium with two basketball courts, four squash courts, training room, and athletic department offices. The gymnasium is designed to accommodate all-school events using telescoping seating risers. The project incorporates sustainable design strategies to reduce energy consumption and conserve water.

**Human Services Campus** | Cedar Rapids, Iowa

The United Way of East Central Iowa led the initiative to create a human services campus facility to serve numerous non-profits in a creative co-location concept. OPN Architects was hired to design the new 77,000 square foot facility, which features three floors of office and meeting spaces located above surface parking. Each floor was planned in a multi-tenant configuration with shared conferencing. The design team embraced sustainable economic, environmental, and socially-responsible principles in the development of the building.

**Reese Stadium, Yale University\*** | New Haven, Connecticut

The expansion and renovation of Reese Stadium, raised the profile of the home for Yale University's men and women's soccer and lacrosse teams. In addition to upgrading the 1981 facility with new seating, turf, lighting, and amenities for players, fans and alumni, the new design also employs the same barrel vaults and arches found on the facades of the nearby Yale Bowl and Yale Baseball Stadium to unite Yale's athletic village. The new facility replaces old bleachers with an entirely new building that houses team rooms, concessions, ticket booths, a press box, and two alumni terraces at the top of the grandstand.

*\*Denotes work completed prior to joining OPN*

**AGENDA ITEM # J – 5**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Follow-up – Request for Action
<b>ACTION:</b>	None

**SYNOPSIS:** A request for action form was submitted regarding the installation of convex mirrors. During the original discussion, Council asked staff to further review the intersection and concept with V&K Engineering. We have received a response from Dave Schechinger in which he states that other control measures should be implemented if sight distance issues are present. These include limiting or eliminating parking stalls, or providing additional traffic control devices at the intersection. I have attached a list of websites that Dave provided with his recommendation. These sites highlight the reasons against installing the mirrors. Staff is asking the Council if they would prefer to complete a more in depth study of the 1<sup>st</sup> St and 3<sup>rd</sup> Ave. intersection?

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

[http://www.kingcounty.gov/~media/operations/capitalImprovements/parks/burkegilman/docs/April2010/Transpo\\_Report\\_may16.ashx](http://www.kingcounty.gov/~media/operations/capitalImprovements/parks/burkegilman/docs/April2010/Transpo_Report_may16.ashx)

Installation of convex mirrors to provide vehicles with a view of trail traffic is not recommended because of the distortion in distance that the lens creates. Additionally, convex mirrors have limited sight distance and do not always provide a complete field of view, particularly with regard to objects moving at a range of speeds (pedestrians and bicycles for example). Mirrors can often interfere with traffic due to the amount of glare they reflect. Typically, mirrors are not allowed to substitute for required sight distance. Their use is primarily limited to existing low volume private roads with very low travel speeds built prior to requiring approval based on engineering standards for sight distance.

<https://www.dot.state.pa.us/public/districts/district12/files/dbwp.pdf>

The Department may issue a permit to local officials or private individuals to install a mirror intended for traffic on a local roadway, or a private driveway. Any person requesting the placement of a mirror must agree in writing to purchase, erect, and maintain the mirror. Also, a "VEHICLES ARE CLOSER THAN THEY APPEAR." sign must be placed and maintained in satisfactory condition; save harmless the Department in the event of an accident; and remove the mirror and sign if directed by the Department. Mirrors should be placed only if there are no other practical alternatives for improving the sight distance or providing an alternate method of traffic control.

<http://articles.latimes.com/2011/sep/25/local/la-me-mirrors-20110926>

<http://wellington.govt.nz/~media/services/consents-and-licenses/encroachments/files/road-mirror-procedures.pdf>

[http://laist.com/2016/05/03/san\\_pedro\\_blind\\_intersection.php](http://laist.com/2016/05/03/san_pedro_blind_intersection.php)

**AGENDA ITEM # J – 6**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	February 20 <sup>th</sup> Council Meeting
<b>ACTION:</b>	None

**SYNOPSIS:** The February 20, 2017 Council meeting falls on a city holiday (President’s Day). The options for consideration are to leave the Council meeting alone, or move the meeting to later in the week.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

**AGENDA ITEM # J - 7**

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

**DATE:** February 6, 2017

**AGENDA ITEM:** Change Order #6

**ACTION:** None

**SYNOPSIS:** Staff has been working with Anderson Bogert to close out the 1<sup>st</sup> Ave and 1<sup>st</sup> St. intersection improvements. After much discussion with staff, the final change order for \$3,272.30 was agreed to by all parties.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

## CONTRACT CHANGE ORDER

ORDER NO. <b>6 (FINAL)</b>	PROJECT LOCATION <b>Mt. Vernon, IA</b>
DATE PREPARED <b>2-1-17</b>	CONTRACT DATE <b>6-11-15</b>
CONTRACT FOR <b>First Avenue (IA HWY 1) and First Street Intersection Improvements Project</b>	
OWNER <b>City of Mount Vernon, IA</b>	

TO: Ricklefs Excavating LTD

*(Contractor)*

Description of Changes	DECREASE in Contract Price	INCREASE In Contract Price
Remove and Replace Concrete Step: 1 L.S. @ \$1,000.00		\$1,000.00
Ricklefs Profit and Overhead (5%): 1 L.S. @ \$50.00		\$50.00
17. "Painted Pavement Markings, High-Build Waterborne" (FINAL QUANTITY)		\$109.70
Moving/Replacing Alliant Power Conduit on SW Corner: 6 HRS @ \$207/HR		\$1,242.00
Material for Moving/Replacing Alliant Power Conduit: 1 LS @ \$260		\$260.00
Ricklefs Profit and Overhead (5%): 1 L.S. @ \$75.10		\$75.10
Removal of Old Trolley Rails and Ties: 3 HRS @ \$170/HR		\$510.00
Ricklefs Profit and Overhead (5%): 1 L.S. @ \$25.50		\$25.50
<b>TOTALS</b>		<b>\$3,272.30</b>
<b>NET CHANGE IN CONTRACT PRICE</b>		<b>\$3,272.30</b>

**JUSTIFICATION:**

The concrete step located in front of the entrance to the "Fuel" could not be salvaged after removing and replacing the adjacent sidewalk. Thus it had to be removed and replaced.

17. "Painted Pavement Markings, High-Build Waterborne": Final Quantity

Existing underground conduit running to the City benches, street lights, and traffic signal controller was in conflict with the proposed concrete wall and too high in elevation relative to the proposed sidewalk elevations. The existing conduit had to be lowered and moved to avoid these conflicts.

Old Trolley Rails and Ties were uncovered under the pavement and had to be removed and disposed of.

The amount of the Contract will be ~~(Decreased)~~ (Increased) by the sum of: Three Thousand Two Hundred  
Seventy Two and 30/100 Dollars (\$ 3,272.30 ).

The Contract Total including this and previous Change Orders will be: Four Hundred Twenty Seven  
Thousand Eight Hundred Fifty Seven and 93/100 Dollars (\$ 427,857.93 ).

The Contract Period provided for completion will be ~~(Decreased)~~ ~~(Increased)~~ (Unchanged): 0 Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested \_\_\_\_\_  
(Owner)

Recommended Bryan Jones  
(Owner's Architect/Engineer)

Accepted [Signature]  
(Contractor)

\_\_\_\_\_  
(Date)

2/1/17  
(Date)

2/2/17  
(Date)

**AGENDA ITEM # J – 8**

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

**DATE:** February 6, 2017

**AGENDA ITEM:** Pay Application #4

**ACTION:** None

**SYNOPSIS:** This is the final pay application for the 1<sup>st</sup> Ave. and 1<sup>st</sup> St. lighting project. The pay application is for \$25,735.92 and includes change order #6 in the calculation. Attached with the itemized quantity spreadsheet is a letter from Bryan Janssen of Anderson Bogert recommending approval of the pay application.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17



4001 River Ridge Drive NE  
Cedar Rapids, IA 52402  
Office: (319) 377-4629  
Fax: (319) 377-8498

February 2, 2017

Mayor Jamie Hampton  
City of Mount Vernon  
213 First Street NW  
Mount Vernon, IA 52314

**RE: CITY OF MOUNT VERNON, IOWA  
2015 FIRST AVENUE (IA HWY 1) AND FIRST STREET INTERSECTION  
IMPROVEMENTS PROJECT  
Contractor Pay Application No. 4**

Dear Mayor:

Ricklefs Excavating LTD has completed work in accordance with the attached tabulation for payment on the above referenced project in the amount of \$25,735.92 for work completed to date. This amount represents 100% completion of the project. This amount also includes work completed in Change Order 6 and includes the release of all retainage. This shall be the final pay application.

Based on our testing and observations, we believe the work conforms to the plans and specifications and recommend payment of the above amount.

Please call if you should have any questions regarding this application for payment.

Yours very truly,

ANDERSON-BOGERT  
Engineers & Surveyors, Inc.

Bryan J. Janssen, P.E.

Attachments: Pay Application No. 4 February 2017  
Change Order No. 6

Cc: Mr. Chris Nosbisch - City of Mount Vernon  
Mr. Nick Nissen – City of Mount Vernon  
Mr. Cory Elwick– Ricklefs Excavating LTD





**AGENDA ITEM # J - 9**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Set Public Hearing - Budget
<b>ACTION:</b>	None

**SYNOPSIS:** Staff is requesting that the Council set a public hearing date for Monday, March 6, 2017. The public hearing would be for the discussion and adoption of the FY 2017-2018 budget. Staff was able to maintain the current levy rate of \$12.99 per \$1,000. Once the attached public hearing notice establishing the levy rate is published in the paper, the City can only decrease the budget asking. This notice is scheduled for publishing in the Sun Newspaper the week of February 20, 2017.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Notice

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

# 57-548

## Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2017 - ENDING JUNE 30, 2018

Resolution No.:

The City of: Mount Vernon

County Name: LINN

Date Budget Adopted:

(Date) *optional*

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.

<b>County Auditor Date Stamp</b>	<b>January 1, 2016 Property Valuations</b>			
	<b>With Gas &amp; Electric</b>	<b>Without Gas &amp; Electric</b>	<b>Last Official Census</b>	
<b>Regular</b>	<b>134,646,270</b>	<b>132,328,978</b>	<b>4,506</b>	
<b>DEBT SERVICE</b>	<b>151,718,651</b>	<b>149,401,359</b>		
<b>Ag Land</b>	<b>1,295,787</b>			

		TAXES LEVIED		
Code	Dollar	(A)	(B)	(C)
Sec.	Limit	Request with Utility Replacement	Property Taxes Levied	Rate
384.1	8.10000	5	1,090,635	43 8.10000
<b>Non-Voted Other Permissible Levies</b>				
12(8)	0.67500	6	0	44 0
12(10)	0.98000	7	0	45 0
12(11)	Am't Nec	8	0	46 0
12(12)	0.13500	9	0	47 0
12(13)	0.08750	10	0	48 0
12(14)	0.27000	11	0	49 0
12(15)	0.06750	13	0	51 0
12(17)	Am't Nec	14	183,000	52 0
12(21)	Am't Nec	482	179,851	52 1.35912
<b>Voted Other Permissible Levies</b>				
12(1)	0.13500	15	0	53 0
12(2)	0.91000	16	0	54 0
12(3)	0.13500	17	0	55 0
12(4)	0.27000	18	0	56 0
12(5)	As Voted	19	0	57 0
12(6)	1.25000	20	0	58 0
12(8)	0.03375	21	0	59 0
12(19)	0.20500	22	0	60 0
12(18)	1.00000	483	0	60 0
12(20)	0.27000	23	36,354	61 0.27000
28E.22	1.50000	24	0	62 0
<b>Total General Fund Regular Levies (5 thru 24)</b>				
384.1	3.00375	25	1,309,989	63 3.00375
<b>Ag Land</b>				
		26	3,892	63 3.892
<b>Total General Fund Tax Levies (25 + 26)</b>				
		27	1,313,881	63 3.00375
<b>Special Revenue Levies</b>				
384.9	0.27000	28	36,354	64 0.27000
384.8	Am't Nec	29	0	64 0
	Am't Nec	30	96,000	64 0.71298
Rules	Am't Nec	31	217,035	64 1.61189
<b>Total Employee Benefit Levies (29,30,31)</b>				
		32	313,035	65 2.32487
<b>Sub Total Special Revenue Levies (28+32)</b>				
		33	349,389	65 343,377
<b>Valuation</b>				
386	As Req	With Gas & Elec Without Gas & Elec		
	SSMID 1 (A)	(B)	34	0
	SSMID 2 (A)	(B)	35	0
	SSMID 3 (A)	(B)	36	0
	SSMID 4 (A)	(B)	37	0
	SSMID 5 (A)	(B)	555	0
	SSMID 6 (A)	(B)	556	0
	SSMID 7 (A)	(B)	1177	0
	SSMID 8 (A)	(B)	1185	0
<b>Total Special Revenue Levies</b>				
		38	349,389	66 343,377
384.4	Am't Nec	40	0	70 0
384.7	0.67500	41	90,886	71 0.67500
<b>Total Property Taxes (27+39+40+41)</b>				
		42	1,754,156	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)

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

**AGENDA ITEM # L - 1**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	Demolition Ordinance
<b>ACTION:</b>	None

**SYNOPSIS:** Attached is the proposed demolition ordinance that was submitted by Guy Booth. It is staff's understanding that representatives from the historic preservation commission will be present at the meeting to discuss the ordinance (both Guy Booth and Leah Rodgers verified staff's notice).

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

ORDINANCE# \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MOUNT VERNON, IOWA, BY ADDING PROVISIONS PERTAINING TO PROCEDURES FOR DEMOLITION REVIEW**

Be it enacted by the City Council of the City of Mount Vernon, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by adding a new Section in Chapter \_\_\_\_, numbered \_\_, entitled "Demolition Permits", which is hereby adopted to read as follows:

- (1) **Demolition Permit Required.** No building that is 50 years old or older can be demolished without a permit. No permit for the demolition of a building shall be issued other than in conformity with the provisions of this ordinance, as well as in conformity with the provisions of other laws and ordinances applicable to historic preservation and to the demolition of buildings.
  
- (2) **Application for Permit.** An application for demolition shall be made only by the person, partnership, corporation or realty trust which is the legal deed holder thereof at the time of such application. The applicant must comply with all federal, state and local regulations pertaining to the disposal of hazardous wastes. The application must be made on a form provided by the City of Mount Vernon and must clearly state the following at a minimum:
  - a. How the anticipated final disposition of material will be accomplished in as sustainable manner as possible;
  - b. How any hazardous materials contained within the structure proposed for demolition will be determined and remediated;
  - c. Identifying all material, such as basements, sidewalks, utilities materials, etc., which will not be removed from the property as part of the proposed demolition; and
  - d. A plan and schedule for accomplishing the future use of the planned use of the property upon which the proposed demolition is to occur.

No permit for demolition of a building ~~determined to be a historically significant building under this ordinance~~ shall be granted until plans for use or development of the site after demolition have been filed with the Zoning Administrator and found to comply with all laws pertaining to the issuance of a building permit. All approvals necessary for the issuance of such a building

permit or certificate of occupancy including without limitation any necessary zoning variances or special permits, must be granted and all appeals from the granting of such approvals must be concluded, prior to the issuance of a demolition permit under this section.

- (3) **Fourteen Day Wait.** The Zoning Administrator shall forward a copy of each application for a demolition permit to the Historic Preservation Commission (Commission) for determination whether the building which is the subject of such application is a historically significant building. A fourteen (14) day wait period shall commence on the date following the date the Commission receives the application for a demolition permit from the Zoning Administrator. Demolition is prohibited during the fourteen day wait period.
- (4) **Initial Review and Determination.** The Historic Preservation Commission shall review the application for demolition at a public meeting of the Commission within the fourteen (14) day wait period. The Commission shall make an initial determination whether the building is a historically significant building using the standards set forth in the then current US Secretary of Interior standards for ~~historic preservation~~ treatment of historic properties. The website for the standards is: [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm). The Commission shall make written findings regarding whether the building is historically significant and recommend the grant or denial of the permit.

If during the fourteen (14) day wait period, the Commission makes an initial determination that the building is a historically significant building, the Zoning Administrator shall be so advised, and no demolition permit or building permits for new construction shall be issued unless and until a final determination has been made that the building is not a historically significant building or an exception applies. If the Commission makes the determination that the building is not a historically significant building the Administrator shall be advised and the permit will be issued provided all other applicable building regulations have been met.

- (5) **Final Determination.** After an initial determination by the Commission that any building is a historically significant building, it shall so advise the applicant and the Zoning Administrator, and a sixty (60) day demolition review period will be imposed. A demolition permit will not be granted and demolition is not permitted during the sixty (60) day review period. The sixty (60) day demolition review period starts on the date the Commission mails its decision via ordinary mail to the applicant. The Commission shall hold a public hearing prior to making a final determination that any building is a historically significant building. Notice shall be provided as follows:

**Notice by Posted Sign:** A notice shall be posted in a conspicuous place on or near the property upon which action is pending. Such notice shall be not less than eighteen (18) inches in height and twenty-four (24) inches in width with a white background and black letters not less than one and one-half (1 ½) inches in height. Such posted notice shall be so placed upon such premises that is easily visible from the street and shall be so posted at least ten (10) days before the date of such hearing through the date of the hearing. It shall be unlawful for any person to remove, mutilate, destroy or change such posted notice prior to such hearing.

**Notice by Publication:** At least ten (10) days before the date of hearing, the City Clerk shall have published in a newspaper having a general circulation in the City of Mount Vernon a Notice of the time, place and subject matter of such hearing.

No demolition permit or building permit for new construction or alterations on the premises shall be issued after the date of a determination that a building is a historically significant building unless an exception as provided for in subsection (6) applies.

During the sixty (60) day demolition review period, the Commission shall review all construction, demolition, or alteration that affects the exterior architectural features, including the landscape of the property.

The Commission will work with the applicant to have a historic survey done on the property, if necessary, and to determine if any of the following option or alternatives to demolition are feasible:

- A. The building can be considered for landmark designation.
- B. Rehabilitation of the building with the assistance of State or Federal tax incentives or other private financial assistance.
- C. Adapting the building to a new use.
- D. Finding a new owner who is interested in preserving/rehabilitating the building.
- E. Incorporating the building into the owner/applicant's redevelopment plans.
- F. Assisting in finding a different location for the owner's redevelopment.

- G. Moving the building to an alternative location.
- H. Salvaging building materials if the structure is to be demolished.
- I. Documenting the building prior to the issuance of a demolition permit.

The Commission shall make its findings in writing. Upon completion of the review, the Commission will advise the applicant and Zoning Administrator in writing whether a demolition permit can be issued. The Applicant may file an appeal based on the record of the Commission's findings and/or on the acts of the Zoning Administrator to ~~the the Board of Appeals of the City of Mount Vernon~~ City Council for final determination. The appeal must state that- due to such findings or acts improperly applied the Ordinances of the City of Mount Vernon, were in excess of jurisdiction, were biased, were an abuse of power, or considered facts that should not have been considered or did not consider facts that should have been considered. The City Council ~~Board of Appeals~~ shall not review such appeal as a de novo appeal. An appeal of the decision of the Commission must be taken no later than 14 days after the decision is made and the applicant notified. Notification will be by ordinary mail. Notification is complete upon depositing the decision in the U. S. mail ordinary delivery with the appropriate postage.

- (6) Exceptions. Exceptions from the demolition review process will be afforded if an economic hardship can be demonstrated or a structure is considered an imminent threat to the health and/or safety of the public as determined by the Zoning Administrator. The burden of proof that an economic hardship exists is the applicant's responsibility. The Zoning Administrator will forward a copy of the application to the Historic Preservation Commission for a hardship exemption, along with the applicant's request for exemption from the demolition review process. The Historic Preservation Commission shall review the request for exemption, and shall respond to said application at its earliest convenience, but not more than fourteen (14) business days after receipt of the application by the Commission. Criteria for determination of an economic hardship include:
  - A. The basis to establish economic hardship for an income producing property, including commercial uses or rental units, shall be that a reasonable rate of return cannot be obtained from a property that retains its historic features or structures in either its present condition or if its features or structures are rehabilitated.
  - B. Economic hardship in regard to a non-income producing property shall be found when the property owner demonstrates that the property has no beneficial use such as property used

as a single-family dwelling or for an institutional, religious or governmental not-for-profit use in its present condition or if rehabilitated.

- C. Demonstration of an economic hardship shall not be based on or include any of the following circumstances:
1. Willful or negligent acts by the owner.
  2. Purchase of the property for substantially more than market value.
  3. Willful failure to perform normal maintenance and repairs.
  4. Willful failure to diligently solicit and retain tenants.
  5. Willful failure to provide normal tenant improvements.
- D. If the Zoning Administrator has not received a decision from the Commission on the request for exemption within the fourteen (14) business day wait period, then the Zoning Administrator shall notify the Chairperson and Secretary of the Commission that a demolition permit will be issued seven (7) days after the date that this notice has been provided to the Chairperson and Secretary, unless prior to the expiration of seven (7) days, the Commission issues a written decision on the application for a hardship exemption for the demolition permit.
- E. If the Commission fails to approve or deny the demolition permit at the end of the sixty (60) day review period, the application will be determined to have been granted and demolition can proceed accordingly.

#### **VIOLATION AND PENALTIES**

- A. Any person, firm or corporation violating or failing to comply with, or violating any terms or provisions of this chapter shall be subject to the penalty provisions of the ordinances of the City of Mount Vernon, Iowa.
- B. Failure to comply with the application process or failure to have a demolition permit pursuant to this Ordinance constitutes irreparable harm warranting injunctive relief to stop the demolition of any potentially historically significant building.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on the \_\_ day of \_\_\_\_, 2014.

Second reading on the \_\_ day of \_\_\_\_, 2014.

Third and final passage on the \_\_ day of \_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

I certify that the foregoing was published as Ordinance # \_\_\_\_\_ in the Mount Vernon Sun on the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MICHAEL R. BEIMER  
CITY ADMINISTRATOR/CLERK

Drafted and approved as to form by City Attorney

\_\_\_\_\_  
ROBERT S. HATALA  
CITY ATTORNEY

**AGENDA ITEM # L - 2**

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

<b>DATE:</b>	February 6, 2017
<b>AGENDA ITEM:</b>	FY 2017-2018 Budget
<b>ACTION:</b>	None

**SYNOPSIS:** Earlier in the week, staff provided a number of budget documents for the Council. Staff will have hard copies of the handouts at the meeting. Department heads will be present at the meeting to discuss the proposed budget changes to Council. A majority of the changes are highlighted within the budget memo, but some minor changes have been made and will be further discussed.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 2/2/17

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

---

**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
February 6, 2017**

---

- Staff attended an IMWCA regional workshop in Maquoketa this month. The discussion was focused on reducing modification factors for insurance premiums and increasing safety for City employees.
- The constant freeze/thaw of this winter has led to a small number of water main breaks. One isolated boil order had to be issued while the others were fixed "live". Staff would like to remind residents to phone city hall if they notice any loss of pressure or see significant water pooling near their homes.
- Public works staff will begin the process of trimming oak trees in the community this month. Residents will receive letters notifying them of the impending work, along with instructions should they want to contract the work themselves. Due to oak wilt, it is suggested that trimming of oak trees be completed during winter months.
- Staff will be attending the February 13, 2017 Mt. Vernon School Board meeting to present a number of different items, including the intersection improvements, potential community center, and franchise fees.