# City of Mt. Vernon, Iowa

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| **Meeting:** | **Mt. Vernon City Council Meeting** |
| **Place:** | **Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314** |
| **Date/Time:** | **July 16, 2018 – 6:30 PM** |
| **Web Page:** | **www.cityofmtvernon-ia.gov** |
| **Posted:** | **July 13, 2018** |

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

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

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

D. **Consent Agenda**
   **Note:** These are routine items and will be enacted by one motion without separate discussion unless a Council Member requests separate consideration.
   1. Approval of City Council Minutes – July 2, 2018 Regular Council Meeting
   2. Accept Letter of Resignation from Marty Christensen
   3. Approval of Liquor License – Sing-a-long Bar and Grill

E. **Public Hearing**
   1. Public Hearing for the Consideration of Bids for the 1st Street W Culvert Replacement Project

F. **Ordinance Approval/Amendment**
   1. None

G. **Resolutions for Approval**
   1. Resolution #7-16-2018A: Executing the Final Sale and Transfer of Funds for the Real Estate Between the City of Mt. Vernon and the Mt. Vernon Community School District
   2. Resolution #7-16-2018B: Making Award of the Construction Bid for Improvements Known as the 1st Street W Culvert Replacement Project
   3. Resolution #7-16-2018C: Approving the Installation of Street Lights within the Spring Meadow Heights Subdivision According to the Terms Set Forth in the Existing Street Light Contract
   4. Resolution #7-16-2018D: Approving the Fiscal Year 2019 Transfers
   5. Resolution #7-16-2018E: Establishing Depositories of Public Funds with Mount Vernon Bank and Trust

6. Resolution #7-16-2018F: Establishing Depositories of Public Funds with Hills Bank and Trust
7. Resolution #7-16-2018G: Establishing Depositories of Public Funds with Bridge Community Bank

## 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 Setting a Public Hearing Date for an Ordinance Amending Chapter 92 Water Rates of the Mt. Vernon Municipal Code – Council Action as Needed

## K. Reports to be Received/Filed

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

## L. Discussion Items (No Action)

1. None

## M. Reports of Mayor/Council/Administrator

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

## N. Adjournment

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

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

# D. Consent Agenda

July 2, 2018
City Council Minutes
213 1st Street NW
Mount Vernon, Iowa 52314

The Mount Vernon City Council met July 2, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, Christensen and Rose.

**Call to Order**. Mayor Jamie Hampton called the meeting to order at 6:32 p.m.

**Agenda Additions/Agenda Approval**. Motion made by Wieseler, seconded by Christensen to approve agenda. Carried all.

**Consent Agenda**. Motion made by Rose, seconded by West to approve Consent Agenda. Carried all.
Approval of City Council Minutes – June 18, 2018 Regular Council Meeting
Approval of Liquor License – Si Senor

**Resolutions for Approval**
Resolution #7-2-2018A: Accepting Work for the Project Known as the 2017 Sidewalk Improvements Project With JDM Concrete LLC. The final contract price was $28,954.65. The work is complete and has been inspected. Motion made by Wieseler, seconded by West to approve Resolution #7-2-218A. Roll call all yes.

Resolution #7-2-2018B: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 1st Street W Culvert Replacement Project. After engineering staff met with Mr. Hoffman, he made a request that construction be delayed two weeks because of his business. Motion made by Christensen, seconded by Wieseler. Roll call all yes.

**Motions for Approval**
Consideration of Claims List – Motion to Approve. Motion made by Rose, seconded by Wieseler. Carried all.

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| ALLIANT IES UTILITIES | ENERGY USAGE-POOL | 2,851.16 |
| ALLIANT IES UTILITIES | ENERGY USAGE-WAT | 426.17 |
| ALLIANT IES UTILITIES | ENERGY USAGE-P&REC | 192.72 |
| ALLIANT IES UTILITIES | ENERGY USAGE-P&REC | 176.68 |
| AYDAN SCHULTZ | REFEREE-P&REC | 20.00 |
| BARNYARD SCREEN PRINTER | BAGS,T-SHIRTS-P&REC | 201.00 |
| BARNYARD SCREEN PRINTER LLC | SUPPLIES-POOL | 660.00 |
| BAUER BUILT TIRE | TIRE MOUNT/DISMT-RUT | 205.25 |
| BAUMAN AND COMPANY | UNIFORMS-PW | 321.85 |
| BROWN SUPPLY COMPANY | HYDRANT EXTENSION-WAT | 2,349.00 |
| BROWN SUPPLY COMPANY | GUAGE-WAT | 65.00 |
| CARDIAC SCIENCE CORP | AED-PD | 2,495.00 |
| CARRICO AQUATIC RESOURCES INC | CHEMICALS-POOL | 5,021.96 |
| CARRICO AQUATIC RESOURCES INC | CHEMICALS-POOL | 3.70 |
| CENTRAL IOWA DISTRIBUTING | SUPPLIES-ALL DEPTS | 264.30 |
| CENTRAL IOWA DISTRIBUTING | SUPPLIES-ALL DEPTS | 106.60 |
| CENTURY LINK | PHONE/INTERNET-PD | 51.31 |
| CONNOR SMITH | INTERN-MVHPC | 500.00 |
| CURTIS ENGLISH | PORTABLE RR RENTALS-P&REC | 1,115.00 |
| DANIEL DAUBS | FITNESS MEMBERSHIP-PD | 100.00 |
| DIESEL TURBO SERVICES INC | VEHICLE-PW | 488.04 |

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|---|---|---|
| DIESEL TURBO SERVICES INC | HOSES/BACKHOE-PW | 359.43 |
| EQUIPMENT MGMT COMPANY | EXTRICATION TOOLS-FD | 19,311.00 |
| EQUIPMENT MGMT COMPANY | EQUIP-PD | 530.00 |
| EVER-GREEN LANDSCAPE NURSERY | MULCH-RUT | 648.00 |
| EVER-GREEN LANDSCAPE NURSERY | MULCH-RUT | 408.00 |
| EVER-GREEN LANDSCAPE NURSERY | MULCH-RUT | 192.00 |
| FRANCESCA LEE THOMPSON | CLEANING SERVICE-P&A | 60.00 |
| GALLS INC | UNIFORMS-PD | 119.04 |
| GALLS INC | UNIFORMS-PD | 51.23 |
| GALLS INC | UNIFORMS-PD | 27.26 |
| GARY'S FOODS | SUPPLIES-POOL | 1,568.59 |
| HAWKEYE READY MIX | PAVE ALLEY-RUT | 2,350.00 |
| JACALYN NEWMAN | FRUIT ART CLASS REFUND-P&REC | 23.00 |
| JOAN BURGE | CLEANING SERVICE-P&A | 60.00 |
| JULIO GALVAN | MOW LAWN/824 SUMMIT AVE SW | 200.00 |
| KIEFER & ASSOCIATES | LIFE VESTS,FANNY PACKS-POOL | 329.15 |
| KINGS MATERIAL INC | BUNKER BLOCKS-RUT | 959.17 |
| KINGS MATERIAL INC | BUNKER BLOCKS-RUT | 959.17 |
| LYNCH FORD | VEHICLE MAINT-FD | 16.99 |
| MEDIACOM | PHONE/INTERNET-P&A | 256.18 |
| MEDIACOM | PHONE/INTERNET-PD | 256.18 |
| MERIDITH HOFFMAN | MILEAGE-P&A | 39.24 |
| MIDWEST CURB GRINDING LLC | RAMP/SCHOOL CROSSING,5TH AVE | 400.00 |
| MOORE MEDICAL CORP. | MEDICAL SUPPLIES-FD | 41.69 |
| MOUNT VERNON PHARMACY | SUPPLIES-POOL | 61.78 |
| MPH INDUSTRIAL | RADAR, ANTENNA,MISC-PD | 1,869.00 |
| OFFICE EXPRESS | PAPER,MARKERS-ALL DEPTS | 186.92 |
| ONE MISSION FUNDRAISING INC | T-SHIRTS-POOL | 960.00 |
| PACE SUPPLY | BLUEGRASS,JUMP START-RUT | 1,479.80 |
| PAYROLL | CLAIMS | 83,412.77 |
| POLICEONE.COM ACADEMY | TRAINING-PD | 946.00 |
| ROTO-ROOTER | CLEAN INLETS/STORM-WAT | 525.00 |
| SAM'S CLUB #8162 | SUPPLIES-POOL | 554.79 |
| SIMMONS PERRINE MOYER BERGMAN | LEGAL FEES-P&A | 1,695.00 |
| SIMMONS PERRINE MOYER BERGMAN | LEGAL FEES-P&A | 45.00 |
| ST LUKE'S WORK WELL SOLUTIONS | DRUG TEST-RUT | 20.00 |
| STAPLES | SUPPLIES | 341.07 |
| TESSA MCEARCHERN | INTERN-MVHPC | 900.00 |
| TOTAL TREE CARE OF IOWA CITY | TREE/STUMP MAINT-RUT | 11,800.00 |
| TRAF O TERIA SYSTEM | YELLOW ENVELOPES-PD | 163.43 |
| UNIVERSITY OF IOWA | TRAINING-FD | 20.00 |
| US BANK | CREDIT CARD PURCHASES-ALL DEPTS | 4,788.42 |
| USA BLUEBOOK | SUPPLIES-WAT | 417.50 |
| VEENSTRA & KIMM INC | WEST 1ST ST CULVERT REPLACEMENT | 3,039.50 |
| VEENSTRA & KIMM INC | WWTP IMPROVEMENTS | 2,780.00 |
| VEENSTRA & KIMM INC | CITY ENGINEERING GENERAL | 2,235.25 |
| VEENSTRA & KIMM INC | 5TH AVE/1ST ST W TRAFFIC SIGNAL | 729.25 |
| VIRGINIA ROUDABUSH | ROOM RENTAL REFUND-P&A | 100.00 |
| WATCH GUARD | EQUIP-PD | 6,441.00 |
| WENDLING QUARRIES | LIME-RUT | 90.75 |
| WENDLING QUARRIES | LIME-RUT | 23.35 |
| ZOLL MEDICAL CORP | AED-FD | 4,016.16 |
| | TOTAL | 176,421.80 |

Discussion and Consideration of Skid-Loader Purchase for Public Works – Council Action as Needed. Total cost after trade-in will be $32,423.72. Motion made by Rose, seconded by Roudabush to approve purchase of skid-loader. Carried all.

Discussion and Consideration of Pay Estimate #2 – 2017 Sidewalk Improvements – Council Action as Needed. This pay estimate is for $1,832.40. Motion made by Wieseler, seconded by Christensen to approve Pay Estimate #2. Carried all.

Discussion and Consideration of Purchasing a Trimble R2 Sub-Foot Rover and Supporting Equipment – Council Action as Needed. This is to allow staff to GPS crucial infrastructure in town without paying a contractor. This unit would talk to a tablet that will be purchased through US Cellular. Total cost will be approximately $8,000 after the purchase of the tablet. Motion made by Rose, seconded by Wieseler to approve purchase of the Trimble R2 Sub-Foot Rover and supporting equipment. Carried all.

Discussion and Consideration of Lexipol Policy Management System for Police Department – Council Action as Needed. Council was provided a copy of a proposal from Lexipol, a company that handles law enforcement policy management, training and documentation services for law enforcement agencies across the country. This would allow the Police Department to stay current on policies and procedures and ensure policies remain compliant with changing court decisions. They would go through our current policies, make recommendations for changes and complete any necessary training for the officers as needed. The cost for the first year would be approximately $5,659.00. More complex policies will still go through City attorney review. Currently the City attorney only makes changes as the City requests. This will not require any infrastructure updates for the department. Motion made by Wieseler, seconded by West to approve the proposal by Lexipol. Carried all.

Discussion and Consideration of the Associate Planner Position – Council Action as Needed. Heather Flynn has received a tentative offer for this position with a start date around August 6, 2018. She brings an extensive background in GIS.

**Discussion Items (No Action)**
Water/Sewer Bill Reduction Ordinance. In summary, the proposed ordinance, put together by the City attorney, would allow for a 25% reduction in water and sewer charges if there is a mechanical error and the bill exceeds 150% of the normal monthly amount. It would go to the City Administrator for approval with an appeal to City Council if needed. The reduction would be given as a credit on the customer's utility account. West asked if wording should be added to indicate that the customer needs to stay current on their utility account if a review is taking place on a large usage bill. Nosbisch will have the attorney make these changes.

**Reports of Mayor/Council/Administrator**
City Administrator's Report. City Hall will be closed on July 4th and garbage service is delayed by a day for each side of town. The ceremonial groundbreaking for the wellness center will take place on Saturday, July 14th and the $2,000,000 fundraising goal for the center is close to being met. Nosbisch will be at the ICMA Conference in Des Moines next week.

As there was no further business to attend to the meeting adjourned the time being 7:33 p.m., July 2, 2018.

Respectfully submitted,
Marsha Dewell
Deputy Clerk

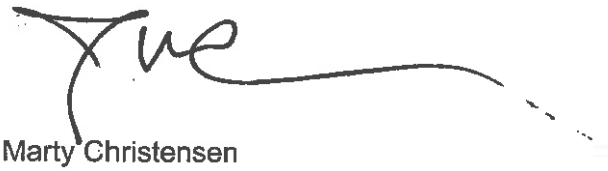
July 8, 2018

Chris, Mount Vernon elected officials, and city staff,

I'm writing to submit my resignation from Mount Vernon city council and other appointed positions effective August 8, 2018. My 10 ½ years on council have been enjoyable, and a great experience for me. I'm proud to have served with so many good people, and I'm especially pleased with the current staff.

It's not easy for me to step away my role, working with such a great group of people. But I've bought a house in Iowa City, and look forward to living closer to my work and my family. It's been a wonderful 21 years here, and I'll miss this place I've called home longer than anywhere else. I wish you all the best, and thank you for everything you do for Mount Vernon, and for tolerating my overly high expectations, idealism, and dry humor.

Very best regards,



Marty Christensen

**Marsha Dewell**

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**From:** Licensing@IowaABD.com
**Sent:** Thursday, May 03, 2018 2:34 AM
**To:** Marsha Dewell
**Cc:** Licensing@IowaABD.com
**Subject:** Liquor License Submitted to Local Authority

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

| License # | License Status | Business Name |
|---|---|---|
| | Submitted to Local Authority | sing-a-long bar&grill (100 First St SE Mount Vernon Iowa, 52314) |

Please do not respond to this email.
To check the status of your application follow these steps:
1. Click https://elicensing.iowaabd.com
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

# E. Public Hearing

**AGENDA ITEM # E – 1 & G – 2**

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

| | |
|---|---|
| **DATE:** | July 16, 2018 |
| **AGENDA ITEM:** | Public Hearing – Approving Bids |
| **ACTION:** | Motion |

**SYNOPSIS:** This is the time set for the 1st Street W culvert replacement project public hearing. Bids were received by city staff on Tuesday, July 10, 2018 at 2 p.m. The winning bid was received from Avery Construction in the amount of $41,881.68. The engineers estimate for the project was $49,100 for the construction and contingency (total project cost with engineering was estimated at $58,500). V&K will be verifying references and quantities before they issue a recommendation. This will be forwarded to the Council later in the week.

**BUDGET ITEM:** 2014 Bond Proceeds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** See Resolution #7-16-2018B

**PREPARED BY:** Chris Nosbisch **DATE PREPARED:** 7/10/18

# G. Resolutions for Approval

**AGENDA ITEM # G – 1**

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

| | |
|---|---|
| **DATE:** | July 16, 2018 |
| **AGENDA ITEM:** | Resolution – Final Sale and Transfer of Funds |
| **ACTION:** | Motion |

**SYNOPSIS:** The City has now reached the point in the Community/Wellness Center project where we can finalize the land sale between the City and the Mt. Vernon Community School District. The purchase price for the property is $60,000 and is subject to the conditions set forth in the attached purchase agreement.

**BUDGET ITEM:** Community Wellness Center Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Supporting Documents

**PREPARED BY:** Chris Nosbisch **DATE PREPARED:** 7/10/18

**RESOLUTION NO. 7-16-2018A**

**RESOLUTION APPROVING THE FINAL SALE AND TRANSFER OF FUNDS FOR REAL ESTATE BETWEEN THE CITY OF MT. VERNON AND THE MT. VERNON COMMUNITY SCHOOL DISTRICT**

WHEREAS, the City of Mt. Vernon will be constructing a Community Wellness Center beginning in October 2018, and,

WHEREAS, the City and School District agreed to a real estate option agreement subject to various conditions as shown in Exhibit "A," attached hereto and made a part thereof, and

WHEREAS, the City would like to exercise its option as set forth in the real estate option agreement.

NOW, THEREFORE, BE IT RESOLVED: The City Council does hereby approve the real estate purchase and directs staff to complete the real estate transaction as outlined in the real estate agreement, including the release funds used for the purchase.

APPROVED and ADOPTED this 16th day of July, 2018.

_____
Jamie Hampton, Mayor

ATTEST:

_____
Sue Ripke, City Clerk

**RESOLUTION NO. 1-15-2018B**

**RESOLUTION APPROVING THE REAL ESTATE OPTION AGREEMENT BETWEEN THE CITY OF MT. VERNON AND THE MT. VERNON COMMUNITY SCHOOL DISTRICT**

WHEREAS, the City of Mt. Vernon will be constructing a Community Wellness Center beginning in August 2018, and,

WHEREAS, the City has determined that the siting of the facility on the Mt. Vernon Community School District campus to be in the best interest of both entities, and

WHEREAS, the Mt. Vernon Community School District agreed to sell a portion of their property at the Monday, December 11, 2018 School Board meeting subject to the conditions listed within the real estate option agreement.

NOW, THEREFORE, BE IT RESOLVED: The City Council does hereby approve the real estate option agreezment as shown in Exhibit "A," attached hereto and made a part thereof.

APPROVED and ADOPTED this 15th day of January, 2018.

Marty Christensen, Mayor Pro Tem

ATTEST:

Sue Ripke, City Clerk

## REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT (this *"Agreement"*), is effective as of the ____ day of September, 2017 (the *"Effective Date"*) and is by and between the **MOUNT VERNON COMMUNITY SCHOOL DISTRICT** (the *"Seller"*), and the **CITY OF MOUNT VERNON, IOWA**, a municipal corporation (the *"Buyer"*).

### RECITALS

A. Seller is the owner of the following described real property legally described as:

The real estate is Parcel B, Plat of Survey #1392, located on Palisades Road and legally described as follows:
A part of Lot 2 of Cornell College Second Addition in the SW ¼ SE ¼ of Section 9, Township 62 North, Range 5 West of the 5th Principal Meridian, City of Mount Vernon, Linn County, Iowa described as follows:

Beginning at SE corner of said Lot 2, thence S89°59'04"W along the south line of said SW ¼ SE ¼ in Section 9, 366.85 feet to the SE corner of Bremner First Addition, thence N00°03'29"W along said east line of said Bremner First Addition and its N-ly extension, 549.99 feet to the south line of Lot 3, Cornell College Second Addition in said City; thence N69°58'43"E along the south line of said Lot 3, 370.67 feet to the east line of said Lot 2; thence S00°20'27"W along the east line of said Lot 2, 551.01 feet to the point of beginning, containing 4.66 acres which includes 0.09 acres of road right of way

(the "*Property*").

B. Seller desires to grant and Buyer desires to accept an option to buy the Property upon the following terms and conditions.

### AGREEMENT

1. **Grant of Purchase Option.** Seller hereby grants to Buyer an option (the "*Option*") to require the Seller to sell any or all of the Property to Buyer during the option term by providing seller with the Exercise Notice (the "*Triggering Event*").

2. **Purchase Price.** Upon Buyer exercising the Option (as such exercise is defined herein), Buyer shall pay to Seller the sum of SIXTY THOUSAND DOLLARS ($ 60,000.00) (the "*Purchase Price*").

3. **Option Term.** Buyer shall have from the Triggering Event until 11:59 P.M. on September 30, 2018 to exercise the Option (the *"Option Term"*).

4. **Exercise of Option.** Buyer may exercise the Option during the Option Term by delivering written notice to Seller of the exercise (the "*Exercise Notice*"). The Exercise Notice shall be deemed delivered when deposited the United States Postal Service by regular mail addressed to Seller at 525 Palisades Road SW, Mount Vernon, IA 52314 or such other address as Seller shall provide in writing to Buyer, or when Buyer personally delivers such written notice to Seller.

5. **Closing.** If Buyer properly exercises the Option hereunder, then the parties shall, as soon as is practicable, but after not more than seven days, execute a Real Estate Purchase Agreement substantially in the form of *Exhibit A* attached hereto. In the event the Exercise Notice is delivered but the parties fail to execute a Real Estate Purchase Agreement, the attached *Exhibit A* shall control and operate as if signed on the date the Exercise Notice was delivered.

6. **Environmental Provisions.**

a. **Warranty.** Seller warrants to the best of its actual knowledge without investigation that there are no abandoned wells, solid waste disposal sites, "Hazardous Materials" (as hereinafter defined) in violation of any "Environmental Law" (as hereinafter defined), or underground storage tanks located on the Real Estate, the Real Estate does not contain levels of radon gas that require remediation under current governmental standards, and Seller has done nothing to contaminate the Real Estate with Hazardous Materials. Except as provided below, Seller warrants that the Real Estate is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, Hazardous Materials, or underground storage tanks. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, solid waste disposal sites, Hazardous Materials and underground storage tanks on the Real Estate.

The term "Environmental Law" means any federal, state or local law, statute, ordinance, regulation or order pertaining to health, industrial hygiene, environmental conditions or "Hazardous Materials" (as hereinafter defined), all as amended or modified from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §9601-9675) and as further amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901, et seq.) ("RCRA"); the Clean Water Act, as amended (33 U.S.C. §1251, et seq.); the Clean Air Act, as amended (42 U.S.C. §7401, et seq.); the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. §136, et seq.); the Toxic Substance and Control Act of 1976, as amended (15 U.S.C. §2601, et seq.); and Emergency Planning and Community Right to Know Act of 1986, as may be amended from time to time (42 U.S.C. §11001 to 11050). The term "Hazardous Material" shall mean (i) "hazardous substances," as defined by CERCLA; (ii) "hazardous wastes," as defined by RCRA; (iii) petroleum or petroleum products or by-products; (iv) radioactive material, including, without limitation, any source, special nuclear, or by-product material, as defined in 42 U.S.C. §2011 et seq.; (v) asbestos in any form or condition; (vi) polychlorinated biphenyls; (vii) biomedical wastes; (viii) mold, mold spores, and mycotoxins, (ix) chlorinated solvents and (ix) any other material, substance or waste regulated under any Environmental Law as being hazardous, toxic or otherwise harmful to human health or the environment.

b. **Environmental Inspection.** Buyer may at its expense, during the Option Term, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event Hazardous Materials are discovered on the Property, Buyer may rescind the exercise of the Option.

7. **Recording.** Seller and Buyer agree to execute and record in the office of the Linn County, Iowa Recorder the Memorandum of Option attached hereto as *Exhibit B*. Buyer further agrees to execute any and all documents reasonably necessary to clear title to the Property in the event Buyer does not exercise the Option.

**Buyer**

CITY OF MOUNT VERNON, IOWA

**Seller**

MOUNT VERNON COMMUNITY SCHOOL DISTRICT

_____
**Jamie Hampton**, Mayor

_____
**Dr. Greg Batenhorst**, Superintendent

Attest: _____
**Chris Nosbisch**, City Administrator

_____
Sherry Grunder, Board President

STATE OF IOWA, COUNTY OF LINN: ss

This instrument was acknowledged before me on the ___th day of December, 2017, by **Jamie Hampton**, Mayor of the City of Mount Vernon, Iowa, and by **Chris Nosbisch**, City Administrator of the City of Mount Vernon, Iowa.

_____
Notary Public, State of Iowa
My commission expires: _____

STATE OF IOWA, COUNTY OF LINN: ss

This instrument was acknowledged before me on the ___th day of December, 2017, by **Dr. Greg Batenhorst**, Superintendent of the Mount Vernon Community School District.

_____
Notary Public, State of Iowa
My commission expires: _____

# EXHIBIT A

## REAL ESTATE PURCHASE AGREEMENT

# REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "*Agreement*") is made and entered into effective as of the last date written below (the "*Effective Date*") between the MOUNT VERNON COMMUNITY SCHOOL DISTRICT ("*Seller*"), and the CITY OF MOUNT VERNON, IOWA ("*Buyer*").

Seller hereby offers to sell and Buyer hereby agrees to buy, the real property situated in Linn County, Iowa legally described as:

The real estate is Parcel B, Plat of Survey #1392, located on Palisades Road and legally described as follows:
A part of Lot 2 of Cornell College Second Addition in the SW ¼ SE ¼ of Section 9, Township 62 North, Range 5 West of the 5th Principal Meridian, City of Mount Vernon, Linn County, Iowa described as follows:
Beginning at SE corner of said Lot 2, thence S89°59'04"W along the south line of said SW ¼ SE ¼ in Section 9, 366.85 feet to the SE corner of Bremner First Addition, thence N00°03'29"W along said east line of said Bremner First Addition and its N-ly extension, 549.99 feet to the south line of Lot 3, Cornell College Second Addition in said City; thence N69°58'43"E along the south line of said Lot 3, 370.67 feet to the east line of said Lot 2; thence S00°20'27"W along the east line of said Lot 2, 551.01 feet to the point of beginning, containing 4.66 acres which includes 0.09 acres of road right of way

together with any easements and appurtenant servient estates, but subject to the following: (a) any zoning and other ordinances; (b) any covenants or restrictions of record; and (c) any easements of record or evident by usage for public utilities, roads, and highways (the "*Real Estate*"), upon the following terms and conditions:

1. **Purchase Price.** The purchase price shall be $60,000 (the "*Purchase Price*"), payable in immediately available funds at the time of Closing, with adjustment for closing costs to be added to or deducted.

2. **Real Estate Taxes.**

A. *Real Estate Taxes Constituting a Lien.* Seller shall pay prior to Closing all real estate taxes then-due and constituting a lien against the Real Estate, including the prorated portion of any real estate taxes for which are accrued but not yet due.

B. *Subsequent Real Estate Taxes.* Buyers shall pay all subsequent real estate taxes on the Real Estate.

3. **Special Assessments**

A. *Special Assessments Constituting a Lien.* Seller shall pay all installments of special assessments which are a lien on the Real Estate as of the date of this offer, if any, whether due before or after Closing.

B. *Other Special Assessments.* Buyers shall pay all other special assessments.

4. **Risk of Loss and Insurance.** Seller shall bear the risk of loss or damage to the Real Estate prior to Closing.

5. **Possession and Closing.** Closing shall occur on or before October 31, 2018 ("*Closing*") at a time and place mutually agreeable to Buyer and Seller. Possession of the Real Estate shall be delivered to Buyer immediately after Closing. This transaction shall be considered closed upon the delivery of the title transfer documents to Buyer and receipt of all funds then due at Closing from Buyer under this Agreement.

6. **Fixtures.** Included with the Real Estate shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the Real Estate.

7. **Condition of Real Estate.** Buyer is buying the Real estate AS-IS, WHERE IS, WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER FROM SELLER, EXPRESS OR IMPLIED, regarding the physical condition or size of the Real Estate or any improvements thereon or their suitability for any particular use.

8. **Abstract and Title.** Seller, at its expense, shall obtain an abstract or abstracts of title to the Real Estate, continued through the Effective Date and deliver it or them to Buyer or Buyer's attorney for examination fifteen days after the Effective Date. Such abstract(s) shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and the Title Standards of the Iowa Bar Association. The abstract(s) shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by Seller or his assignees.

9. **Representations and Warranties.** Seller makes no representations or warranties with regard to the Real Estate. Buyer agrees and acknowledges that the Real Estate is sold as-is, where-is. Notwithstanding the foregoing, Seller states that Seller has no personal knowledge of any violation of any law, ordinance, rule, or regulation with respect to the Real Estate. Seller further incorporates by reference the representations and warranties made in Section 6 of the Real Estate Option Agreement dated December 11, 2017 by and between Seller and Buyer regarding contained in Section 6 of such Real Estate Option Agreement.

10. **Disclosures.** Except for such disclosures as are affirmatively delivered by Seller, Buyer hereby waives any disclosures relating to the Real Estate.

11. **Deed.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by deed without warranty. Such deed must contain the Reversion as defined herein.

12. **Use of Purchase Price.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. **Remedies of the Parties.**

A. *Forfeiture.* If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in Iowa Code chapter 656, and all payments made shall be forfeited; or, at Seller's option, upon thirty days' written notice of intention to accelerate the payment of the entire balance because of Buyer's default (during which thirty days the default is not cured), Seller may declare the entire balance immediately due and payable; or, at Seller's option, Seller may cancel this Agreement and seek a new buyer without prejudice to any claims against Buyer for failure to perform.

B. *Return of Payments.* If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made by Buyer returned.

C. *Other Remedies.* Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them. In any action brought to enforce the provisions of this Agreement.

D. *Default.* Neither Seller nor Buyer shall be deemed to be in default under this Agreement unless such party shall fail to cure any default within ten days after written notice from the other party specifying the default.

14. **Assignment.** Buyer may assign this Agreement with prior written permission of seller, but shall remain personally liable for its obligations hereunder in the event of such an assignment.

15. **Condemnation.** In the event all of the Real Estate is condemned prior to Closing, then this Agreement shall be of no further force or effect and any and all payments made by Buyer shall be returned to Buyer. In the event a portion, but not all, of the Real Estate is condemned, Buyer shall proceed with the Closing and (1) receive credit against the Purchase Price at the time of Closing for the condemnation award if the condemnation award was paid to Seller prior to Closing, or (2) receive an assignment of the condemnation award without adjustment to the Purchase Price if Seller has not received the condemnation award at time of Closing.

16. **No Real Estate Agent or Broker.** Neither party is obligated to pay a commission for the services of a real estate agent or broker in connection with this transaction. Buyer agrees that it will indemnify Seller against and with respect to any and all damages, losses, liabilities, and expenses, including reasonable attorney's fees, which may be incurred by Seller as a result of any claims asserted against Seller by any broker or other persons on the basis of any arrangements or agreements made or alleged to have been made by Buyer.

17. **Notice.** Any notice, request, demand, instruction, or other communication to be given to either party under this Agreement shall be in writing and, except those to be delivered at Closing, be deemed served when delivered by personal delivery or sent by certified mail, return receipt requested and deposited in a United States mail receptacle, addressed to the parties as follows:

**To Seller:**

Dr. Greg Batenhorst
Superintendent
Mount Vernon Community School District
525 Palisades Rd. SW
Mount Vernon, IA 52314

**To Buyer:**

Chris Nosbisch
City Administrator
City of Mount Vernon, Iowa
213 1st St. W
Mount Vernon, IA 52314

With Copy to:
Robert S. Hatala
Simmons Perrine Moyer Bergman PLC
115 3rd Street SE, Suite 1200
Cedar Rapids, IA 52401

The addresses for purposes of this paragraph may be changed by giving notice of such change in the manner provided herein for the giving of notice. Unless and until such written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes.

18. **Miscellaneous Provisions.**

A. *Time is of the Essence.* Time is of the essence. However, failure to promptly assert rights herein shall not be a waiver of such rights or a waiver of any existing or subsequent default.

B. *Laws of Iowa.* This Agreement shall be governed by, construed under, and enforced pursuant to the laws of the State of Iowa.

C. *Entire Agreement.* The terms contained herein constitute the entire agreement between the parties relating to the purchase and sale of the Real Estate and there are no representations, inducements, promises, or agreements, oral or otherwise, between the

parties not embodied herein. No amendment to this Agreement is binding unless executed by both parties.

D. *Counterparts.* This Agreement may be executed in several counterparts, each of which when executed shall be deemed an original, but all together shall constitute but one and the same Agreement. All parties acknowledge and agree to accept electronic and/or facsimile signatures as original signatures.

E. *Severability.* Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated.

F. *Failure to Enforce.* Failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect the right of any party at a later time to enforce such provision. No waiver by either party of any term or condition, or of any breach of a term, condition, covenant, representation, or warranty contained herein, whether by conduct or otherwise, or whether in one or more instances, shall be deemed a further or continuing wavier of any condition or covenant, representation, or warranty of this Agreement.

G. *Successors, Number, and Gender.* The terms and agreements contained herein shall apply to and bind the successors in interest of the respective parties. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

H. *Captions and Headings.* The captions and paragraph headings contained herein are purely for convenience and organization and shall not be used in construing or enforcing any of the provisions of this Agreement.

19. **Additional Conditions to Sale and Use.**

The following are material terms of the Agreement, and in the event the separate agreement referenced in Section 19.K cannot be reached, these terms shall survive Closing and continue in effect for a period of ten years.

A. *Reversion to Seller.* Seller is selling the Real Estate to Buyer solely for the purpose of Buyer constructing and operating a Community/Wellness Center (such future Community/Wellness Center is referred to as the "*Center*"). In the event the Real Estate is not used for a Community/Wellness Center within five years of the Effective Date, the Real Estate shall automatically revert to Seller (the "*Reversion*"). This use restriction and reversionary interest shall be noted in the deed without warranty.

B. Buyer shall not charge back to Seller any money for operational expenses of the Center.

C. Seller shall have the exclusive use of the Center's gymnasium space on weekdays from 3:30 P.M. until 5:30 P.M. from November through February of each year.

D. Seller shall be entitled to use the Center's gymnasium space outside the times listed in Section 19.C, provided that no scheduling conflict exists with a third party; further provided that Seller submits its requested times not fewer than fourteen days prior to the requested use; and further provided that Buyer and Seller mutually agree on such requested use.

E. Seller shall be entitled to use the Center's batting cages weekdays from 3:30 P.M. until 5:30 P.M. from January through May of each year, provided that no scheduling conflict exists with a third party; and further provided that Seller submits its requested time not fewer than three days prior to the requested use.

F. Seller and Buyer will collaborate to create unpaid internship and volunteer opportunities at the Center. Seller shall be responsible for such unpaid interns and volunteers, and Seller and Buyer shall further collaborate to ensure such unpaid interns and volunteers are properly monitored and supervised.

G. Seller shall have the right to not more than thirty parking stalls at the Center each day of the school year for student and/or staff parking. Buyer shall have the right to require and issue permits for such stalls. Buyer shall have the right to use Seller's stalls for major events. Seller shall have the right to use the entire Center parking lot, provided that such use does not interfere with Center activities. Buyer and Seller shall coordinate annually to develop a calendar scheduling proposed uses of the Center parking lot.

H. Seller shall continue to permit Buyer to utilize Seller's facilities for recreational programs when such use does not conflict with Seller's activities.

I. Seller and Buyer shall meet not fewer than twice each year to monitor implementation of the terms of this Section 19 (or the terms of the agreement referenced in Section 19.K).

J. In the event Buyer determines the Center is not financially viable, Buyer shall share such information with Seller in advance of any decisions relating to the Center's future.

K. At Closing, Buyer and Seller shall execute a separate agreement containing the terms of this Section 19. Such separate agreement shall have an initial term of ten years, beginning on the date the Center is placed into service. The separate agreement shall be reviewed by Buyer and Seller annually. Amendment to such separate agreement shall require a writing signed by both Buyer and Seller. In the event that a separate agreement is reached but excludes a term of this Section 19, and unless such agreement specifically agrees that a term of this Section 19 shall no longer be of any force or effect, such omitted term shall nonetheless be a term of such separate agreement.

*Rest of this Page Left Intentionally Blank*

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered.

| CITY OF MOUNT VERNON, IOWA | MOUNT VERNON COMMUNITY SCHOOL DISTRICT |
|---|---|
| _____ | _____ |
| **Jamie Hampton**, Mayor | **Dr. Greg Batenhorst**, Superintendent |
| Attest: _____ | _____ |
| **Chris Nosbisch**, City Administrator | **Sherry Grunder**, Board President |

STATE OF IOWA, COUNTY OF LINN: ss

This instrument was acknowledged before me on the ___th day of _____, 20__, by **Jamie Hampton**, Mayor of the City of Mount Vernon, Iowa, and by **Chris Nosbisch**, City Administrator of the City of Mount Vernon, Iowa.

_____
Notary Public, State of Iowa
My commission expires: _____

STATE OF IOWA, COUNTY OF LINN: ss

This instrument was acknowledged before me on the ___th day of _____, 20__, by **Dr. Greg Batenhorst**, Superintendent of the Mount Vernon Community School District.

_____
Notary Public, State of Iowa
My commission expires: _____

# EXHIBIT B

## MEMORANDUM OF OPTION

**RESOLUTION NO. #7-16-2018B**

**RESOLUTION MAKING AWARD OF THE CONSTRUCTION BID FOR INFRASTRUCTURE IMPROVEMENTS FOR THE 1ST STREET W CULVERT REPLACEMENT PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 1st Street W Culvert Replacement Project, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Infrastructure Improvements

Contractor: Avery Construction

Amount of Bid: $41,881.68

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the 1st Street W Culvert Replacement Project, said contract not to be binding on the City until approved by this Council.

Section 3. Bid alternates (if any) identified within this package may be accepted within this award or may be considered at a future date as a change order with prior approval by the Council.

PASSED and ADOPTED this 16th day of July, 2018.

_____
Marty Christensen, Mayor ProTem

ATTEST:

_____
Sue Ripke, City Clerk

**AGENDA ITEM # G – 3**

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

| | |
|---|---|
| **DATE:** | July 16, 2018 |
| **AGENDA ITEM:** | Street Light Location |
| **ACTION:** | None |

**SYNOPSIS:** This resolution establishes the location of the first three street lights in the Spring Meadow Heights subdivision. Upon completion and acceptance, they will be absorbed into the street light operating budget.

**BUDGET ITEM:** Street Light Operating Budget

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Map

**PREPARED BY:** Chris Nosbisch **DATE PREPARED:** 7/10/18

**RESOLUTION NO. #3-20-2017A**

**RESOLUTION APPROVING THE INSTALLATION OF STREET LIGHTS WITHIN THE SPRING MEADOW HEIGHTS SUBDIVISION ACCORDING TO THE TERMS SET FORTH IN THE EXISTING STREET LIGHT CONTRACT**

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

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM

| Add Number | Delete Number | Wattage | Style of Luminaire | Type and Height of Pole | Wiring OH/UG |
|---|---|---|---|---|---|
| 3 | | **80w** | **LED** | **24" BLK Fiberglass** | |

LOCATION OF NEW INSTALLATION OR CHANGES

1. Ashton Dr. and 7th St NE
2. Ashton Dr. and Davis Dr NE
3. Spring Meadow and 6th St NE

**See attached maps.**

**APPROVED AND ADOPTED** this 16th day of July, 2018.

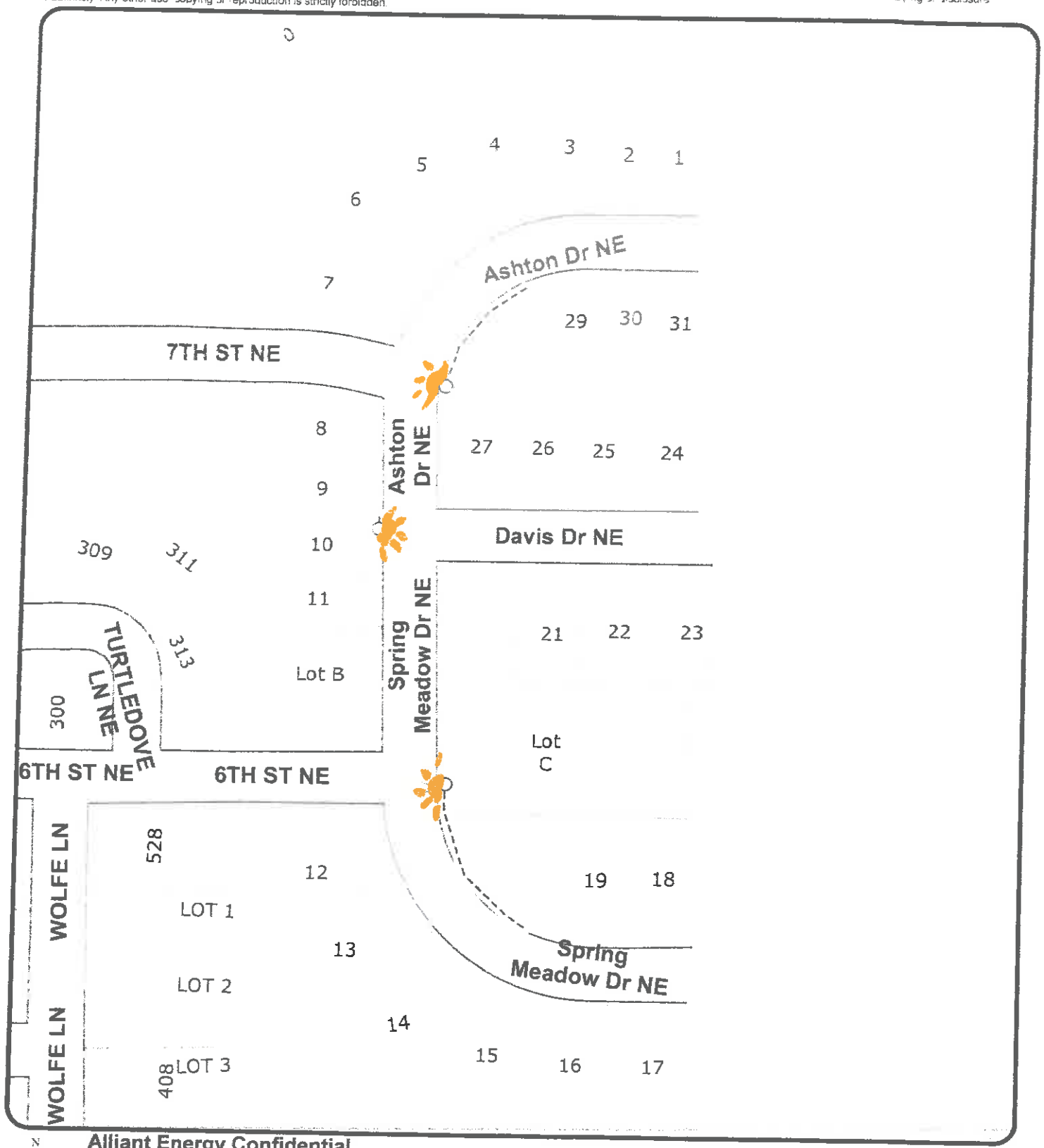
CITY OF MT. VERNON:

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

Interstate Power and Light Company (IPL) and Wisconsin Power and Light Company (WPL), both Alliant Energy utility companies and hereafter referred to as the Utilities, assume no liability and make no warranty or representation whatsoever as to the accuracy or completeness of the information contained on this map. Any data provided is for general information only and any use of this data is at your own risk. Any intention to excavate requires compliance with state law including contacting the appropriate one call notification center. Prior to excavation, the actual physical location of buried facilities must be determined pursuant to the requirements of applicable law. This map constitutes limited protected nonpublic data that is confidential and proprietary to the Utilities. By one of the Utilities issuing you a copy of this map, You are deemed to have agreed to treat this information as confidential and to use and disclose it only for the specific project identified in your request for the map and as further restricted below. If you disagree, please destroy this map and inform the Alliant Energy representative that sent it to You that You cannot comply, that your copy has been removed from all storage mechanisms, and that You will not further use this map. This map may only be copied or reproduced for internal use by the Utilities or copied, reproduced, or disclosed by You subject to the terms of a nondisclosure or confidentiality agreement between your organization and those to whom you intend to disclose such information for a specific project, whereby the potential recipients agree to use this map only for the specific project identified in the request for the map and to treat this map as the Utilities' confidential and proprietary information restricted from further use, copying or disclosure indefinitely. Any other use, copying or reproduction is strictly forbidden.




**Alliant Energy Confidential**
**Classification: Confidential**

**Map Title**

**1:1,829**

Alliant Energy

**AGENDA ITEM # G – 4**

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

| | |
|---|---|
| **DATE:** | July 16, 2018 |
| **AGENDA ITEM:** | Resolution – Approving Transfers |
| **ACTION:** | Motion |

**SYNOPSIS:** This is the initial transfer resolution for FY 2019. All of the transfers were identified in the FY 19 budget spreadsheets. Six of the funds transfer to a depreciation account, two of the funds are the sewer and water contributions to the general fund and the final amounts are transferred to cover bond payments.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution

**PREPARED BY:** Chris Nosbisch **DATE PREPARED:** 7/10/18

RESOLUTION #7-16-2018D

A resolution approving transfers:

| FROM FUND: | TO FUND: | |
|---|---|---|
| Water | WTP Depreciation | $ 15,000.00 |
| Sewer | Sewer Plant Depreciation | $ 15,000.00 |
| Water | General Fund | $ 25,500.00 |
| Sewer | General Fund | $ 25,500.00 |
| Police | PD Vehicle Depreciation | $ 21,000.00 |
| RUT | RUT Vehicle Depreciation | $ 8,250.00 |
| Water | Water Vehicle Depreciation | $ 8,250.00 |
| Sewer | Sewer Vehicle Depreciation | $ 8,250.00 |
| Water | Debt Service | $117,438.00 |
| Sewer | Debt Service | $177,017.00 |
| LOST III | Debt Service | $326,314.00 |
| TIF | Debt Service | $305,639.00 |

Motion made by _____ seconded by _____ to _____ Resolution #7-16-2018D.

Resolution #7-16-2018D _____ on July 16, 2018 by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

_____
Jamie Hampton, Mayor

ATTEST:

_____
Sue Ripke, Asst. Administrator/City Clerk

**AGENDA ITEM # G – 5 - 7**

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

| | |
|---|---|
| **DATE:** | July 16, 2018 |
| **AGENDA ITEM:** | Establishing Depositories |
| **ACTION:** | None |

**SYNOPSIS:** This is the annual resolution establishing the depositories of the City and the rules associated with doing so. There have been no significant changes other than the dates. The Mayor Pro-tem has been left off for this year and will likely return in for the next cycle.

**BUDGET ITEM:** Street Light Operating Budget

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolutions

**PREPARED BY:** Chris Nosbisch **DATE PREPARED:** 7/10/18

DEPOSIT OF PUBLIC FUNDS RESOLUTION#7-16-2018E

RESOLVED, that the City of Mount Vernon can utilize the services of Mount Vernon Bank & Trust Company ("Depository") for the deposit of public funds belonging to the City of Mt. Vernon, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State of $9,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of Mount Vernon at Depository:

| Name | Office | Term Expires |
|---|---|---|
| Christopher Nosbisch | City Administrator | 7-31-2019 |
| Sue Ripke | Assistant City Administrator/Clerk | 7-31-2019 |
| Jamie Hampton | Mayor | 7-31-2019 |
| Marsha Dewell | Deputy Clerk | 7-31-2019 |

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the City Administrator/Assistant City Administrator forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the City Administrator/Assistant City Administrator further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

Motion made by _____, seconded by _____ to _____
Resolution #7-16-2018E

Resolution #7-16-2018E _____ on July 16, 2018, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

_____
Jamie A. Hampton, Mayor

ATTEST:

_____
Sue Ripke
Assistant City Administrator/Clerk

DEPOSIT OF PUBLIC FUNDS RESOLUTION#7-16-2018F

RESOLVED, that the City of Mount Vernon can utilize the services of Hills Bank & Trust Company ("Depository") for the deposit of public funds belonging to the City of Mt. Vernon, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State of $9,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of Mount Vernon at Depository:

| Name | Office | Term Expires |
|---|---|---|
| Christopher Nosbisch | City Administrator | 7-31-2019 |
| Sue Ripke | Assistant City Administrator/Clerk | 7-31-2019 |
| Jamie Hampton | Mayor | 7-31-2019 |
| Marsha Dewell | Deputy Clerk | 7-31-2019 |

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the City Administrator/Assistant City Administrator forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the City Administrator/Assistant City Administrator further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

Motion made by _____, seconded by _____ to _____
Resolution #7-16-2018F

Resolution #7-16-2018F _____ on July 16, 2018, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

_____
Jamie A. Hampton, Mayor

ATTEST:

_____
Sue Ripke
Assistant City Administrator/Clerk

DEPOSIT OF PUBLIC FUNDS RESOLUTION#7-16-2018G

RESOLVED, that the City of Mount Vernon can utilize the services of Bridge Community Bank ("Depository") for the deposit of public funds belonging to the City of Mt. Vernon, or coming into its possession, pursuant to a duly executed Agreement to Receive and Repay Deposits of Public Funds. The maximum amount which may be thus deposited without further approval of this Board and the Treasurer of State of $9,000,000.00.

RESOLVED, that the following officers are hereby authorized and directed to execute said Agreement, to execute and deliver signature authorization cards to Depository concurrently therewith, and to execute all drafts, checks and other documents and correspondence regarding any accounts of the City of Mount Vernon at Depository:

| Name | Office | Term Expires |
|---|---|---|
| Christopher Nosbisch | City Administrator | 7-31-2019 |
| Sue Ripke | Assistant City Administrator/Clerk | 7-31-2019 |
| Jamie Hampton | Mayor | 7-31-2019 |
| Marsha Dewell | Deputy Clerk | 7-31-2019 |

RESOLVED, that the officers described above are hereby authorized and directed to take such action, and execute such documents and agreements as may be necessary to secure the repayment of the deposits of public funds authorized hereunder, including, but not limited to: Security Agreements, Bailment Agreements, Notices, and any documents or instruments supplemental or incidental thereto.

RESOLVED, that the City Administrator/Assistant City Administrator forward a certified copy of this resolution to Depository, and any other parties which may request it for purposes of effectuating the deposit of public funds authorized hereunder or any security therefore, together with a certificate attesting to the names and signatures of the present incumbents of the offices described above; and that the City Administrator/Assistant City Administrator further certify to Depository or other parties from time to time the signatures of any successors in office of any of the present incumbents.

Motion made by _____, seconded by _____ to _____
Resolution #7-16-2018G

Resolution #7-16-2018G _____ on July 16, 2018, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

_____
Jamie A. Hampton, Mayor

ATTEST:

_____
Sue Ripke
Assistant City Administrator/Clerk

# J. Motions for Approval

**AGENDA ITEM # J – 2**

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

| | |
|---|---|
| **DATE:** | July 16, 2018 |
| **AGENDA ITEM:** | Set Date |
| **ACTION:** | Motion |

**SYNOPSIS:** This will be the time to set a public hearing on the amendment to Chapter 92 Water Rates. The City Attorney will be making the changes suggested at the last Council meeting. Staff is recommending that a public hearing date and the first reading of the ordinance be set for August 6, 2018 at 6:30 p.m.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch **DATE PREPARED:** 7/10/18

# K. Reports-Received/File

Mount Vernon IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

Eric Roudabush
Marty Christensen
Scott Rose
Tom Wieseler
Stephanie West

**JUNE 2018**
**POLICE REPORT**

**Vehicle Collisions**

There were 6 reported collisions in June. The first occurred at Colonial Estates Trailer Park, a subject was backing out of a driveway and struck a parked vehicle. Both vehicles sustained minor damage, no injuries were reported. Damage was estimated at $3500.00. The second collision occurred at Casey's General Store. Two vehicles were leaving at the same time and made contact. Both vehicles sustained minor damage, no injuries were reported. Damage was estimated at $2500.00. The third collision occurred at Hwy 1/ Hwy 30 in the roundabout. The striking vehicle failed to yield upon entering the roundabout and struck the victim vehicle. No injuries were reported. Damage was estimated at $7500.00. The fourth collision occurred at Hwy 30 E. and Virgil Dr SE. The driver of the striking vehicle attempted to enter traffic. Realizing they were pulling out in front of cross traffic, attempted to back up to the stop sign. The vehicle backed into another vehicle waiting on Virgil Dr. No injuries were reported. Damage was estimated at $1050.00. The fifth collision occurred at Hwy 30 W and 10th Ave roundabout. A semi was westbound entering the roundabout as the driver observed an eastbound vehicle turning north onto 10th Ave SW. As the driver of the semi applied his brakes, the trailer began to fishtail on wet pavement causing the trailer to overturn. No injuries were reported, damage was estimated at $3000.00. The sixth collision occurred at Hwy 30 E and Virgil Dr. SE. A vehicle was pulling onto Hwy 30 from Virgil into the path of an eastbound vehicle. Both vehicles sustained moderate damage, no injuries were reported. Damage was estimated at $6000.00.

**Incidents/Arrest**

There were 15 reported incidents in June. Incidents included; Criminal Mischief, Fraud, Abandoned Vehicles, Domestic Disturbance, Driving While Suspended, Medical, Simple Assault, Found Property, Suspicious Person and a Collison Resulting in a Fatality (remains under investigation).

One arrest was made in June for Assault Causing Bodily Injury- Domestic Abuse.

**Community Service:**

- **Officer Moel attended the Opioid Steering Committee Meeting at Linn County Public Health on 6/6/2018**
- **Chief Shannon met with the Heritage Days Committee on 6/21/2018 in preparation of the upcoming Heritage Days Event**

**Training: N/A**

Mount Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:
Eric Roudabush
Marty Christensen
Scott Rose
Tom Wieseler
Stephanie West

**GTSB:**
Officers worked 8 hours of STEP in June. This enforcement effort resulted in 1 speed violation, 2 registration violations, 2 equipment violations, 2 insurance violations, and 1 other traffic violation.

**LISBON (28E Contracted Services):**
Per the 28E agreement our department provided the following service to Lisbon in June 2018:

- Patrol: 2,318 minutes
- Calls for service: 137 minutes (6 calls for service)
- Administrative time: none

Total time for June: 40.92 hours x $40/hr. = $1,636.67

Respectfully Submitted,

Chief of Police

Mount Vernon IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:
Eric Roudabush
Marty Christensen
Scott Rose
Tom Wieseler
Stephanie West

# Public Works Report
# 7/23/18

***Sidewalk Repairs***
City crews updated the west ADA ramp to the elementary school. The school crosswalk on 5th Avenue has a ramp on the east side of the street but didn't have an ADA ramp on the school side. So, as you walk towards the school you had to step up on the curb on 5th Avenue to get to the school. The recently installed ramp will help get all to school safely.

***Storm Water***
Crews fixed the area around the storm inlet at the corner of 4th Avenue and 5th Avenue SW. The owner of the lot had complained about the vegetation growing up in the area along with the steep slope being difficult to mow. Crews added some rock to the help prevent the need to mow the steep area of the slope.

***Crosswalks***
Crews have begun painting crosswalks around town. In total the city has roughly 45 crosswalks that are painted annually.

***Festivals***
Crews help with set up and tear down of barricades and numerous other request for both the Antiques Festival and Heritage Days Festival.

Public Works Staff displayed a few pieces of equipment on Saturday of Heritage Days, along with had two of our snowplow trucks in the parade. We had our plows on the trucks for this parade and you probably noticed the plows had a little different look then usual. The plow that said "Heritage Days" was painted by Connor Myers. The plow that had "Long Live Mount Vernon" was painted by Payton Schwibert. Both students will be seniors at Mount Vernon next year and are enrolled in a class called "senior art portfolio" these students were able to get a jump start on that class.
The plow painting project began with the Mount Vernon area Art's council reaching out to the schools and from there Bonnie Ahrens the Mount Vernon High School Art teacher headed up the project. She lined up artist and a time that the plows could be painted. The public works department really appreciates all the hard work that went into this project. The department will be working closely with Bonnie next year to continue to grow the blade painting program.

# M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON**
**CITY ADMINISTRATOR**
**REPORT TO THE CITY COUNCIL**
**July 16, 2018**

- Water and sewer rates increased by 3% as scheduled on July 1, 2018 (as scheduled in the adopting ordinance). The new WET (Water Service Excise Tax) began replacing a state sales tax for water charges. The new WET tax will directly fund the water quality infrastructure fund and the water quality assistance fund.
- I will be leaving for vacation on July 27, 2018 and returning to Mt. Vernon on August 6, 2018. I will have sporadic cell phone signal while I am gone. I will be working with staff via email to create the packet for the August 6, 2018 meeting.
- The auditors spent the 9th and 10th at City Hall during their annual fact finding week. They are scheduled to return the week of August 12th to complete any necessary interviews.
- One last reminder that the next by-pass steering committee meeting has been set for 6 p.m., Wednesday, July 25, 2018.