

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time:	March 19, 2018 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	March 13, 2018

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 – March 5, 2018 Regular Council Meeting
- 2. Approval of Cigarette Licenses – Gary's Foods, Chameleons, PNP

E. Public Hearing

- 1. Public Hearing on the Proposal to Enter into a Development Agreement with BBAJ Inc.
 - i. Close Public Hearing – proceed to G-1

F. Ordinance Approval/Amendment

- 1. None

G. Resolutions for Approval

- 1. Resolution #3-19-2018A: Approving and Authorizing Execution of a Development Agreement by and between the City of Mount Vernon and BBAJ Inc.

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 MVACC Request to Paint Fire Hydrants – Dale Beeks – Council Action as Needed
3. Discussion and Consideration of Master Agreement Between the City of Mt. Vernon and the Chauffeurs, Teamsters, and Helpers Local Union Number 238 – Law Enforcement Agreement – Council Action as Needed
4. Discussion and Consideration of Master Agreement Between the City of Mt. Vernon and the Chauffeurs, Teamsters, and Helpers Local Union Number 238 – Public Services Agreement – Council Action as Needed
5. Discussion and Consideration of Veteran’s Memorial Proposal – Mike Woods – Council Action as Needed
6. Discussion and Consideration Maintenance Quotation for Lift Station Pump – Council Action as Needed
7. Discussion and Consideration of Mt. Vernon K-9 Program – Council Action as Needed
8. Discussion and Consideration of Setting a Public Hearing Date for the Preliminary Plat of Hickory Acres First Addition to the City of Mt. Vernon, Iowa

K. Reports to be Received/Filed

1. LMVAS Annual Report
2. Mt. Vernon Police Report
3. Mt. Vernon Public Works Report
4. Mt. Vernon Parks and Recreation Report

L. Discussion Items (No Action)

1. Council/Staff Listening Posts

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

Call to Order. Mayor Jamie Hampton called the meeting to order at 6:35 p.m.

Agenda Additions/Agenda Approval. Motion made by Wieseler, seconded by Rose to approve the Agenda. Carried all.

Consent Agenda

Approval of City Council Minutes – February 20, 2018 Regular Council Meeting. Christensen stated that there was an error in the February 20th minutes. During the third reading of Ordinance #1-15-2018A the sentence “Christensen wanted to restate that he finds prohibition of commercial and agricultural use inappropriate” should be stricken from the minutes and replaced with “Christensen wanted to restate that he finds the allowance of commercial and agricultural use inappropriate”. Motion made by Rose, seconded by West to approve the amended Consent Agenda. Carried all.

Public Hearing

Public Hearing to Approve the City of Mt. Vernon Fiscal Year 2018-2019 Proposed Budget. Mayor Hampton declared the Public Hearing open. Close Public Hearing – proceed to G-1. As there were no comments from the public Mayor Hampton closed the Public Hearing.

Resolutions for Approval

Resolution #3-5-2018A: Approving the City of Mt. Vernon Fiscal Year 2018-2019 Budget. Rose motioned to approve the City of Mt. Vernon Fiscal Year 2018-2019 Budget, seconded by Wieseler. Roll call vote. Motion passes.

Resolution #3-5-2018B: Fixing Date for a Public Hearing on the Proposal to Enter into a Development Agreement with BBAJ Inc. Rose motioned to set the Public Hearing date for the next regular council meeting, March 19, 2018, seconded by West. Roll call vote. Motion passes.

Motions for Approval

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

AHLERS & COONEY P.C.	MIDWEST DEV CO	1,287.70
AHLERS & COONEY P.C.	AMENDMENT #5 URP	710.50
AHLERS & COONEY P.C.	BBAC, LLC	687.50
AIRGAS INC	WELDING SUPPLIES-PW	53.70
AMERICAN WATER WORKS ASSOC	TRAINING-WAT	50.00
AMERICAN WATER WORKS ASSOC	TRAINING-WAT	25.00
ARAMARK	RUGS-FD	88.62
BARCO MUNICIPAL PRODUCTS INC	EZ REACHER-RUT	94.75
BAUER BUILT TIRE	TIRES-RUT	1,714.12
BEE LINE PRODUCTS CORP	SOLAR LIGHTS-RUT	191.10
BEN BRANNAMAN	REFEREE-P&REC	75.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT,	830.00

CARPENTER UNIFORM CO.	UNIFORMS-PD	58.32
CARQUEST OF LISBON	VEHICLE MAINT-PD,PW	762.67
CARTER RODMAN	REFEREE-P&REC	120.00
CASEY'S GENERAL STORE	FUEL-FD	17.53
CHRIS NOSBISCH	MILEAGE-P&A	213.10
COGRAN SYSTEMS	ON LINE REGISTRATION-P&REC	16.00
COMPASS BUSINESS SOLUTIONS	5,500 UTILITY BILLS-WAT,SEW,SW	832.97
COMPASS MINERALS	SNOW SUPPLIES-RUT	3,526.20
COMPASS MINERALS	SNOW SUPPLIES-RUT	3,167.00
COMPASS MINERALS	SNOW SUPPLIES-RUT	1,771.96
CONFLUENCE	CORRIDOR STUDY	6,667.80
CONFLUENCE	CORRIDOR STUDY	6,322.55
CUSTOM HOSE & SUPPLIES INC	BRINE SYSTEM MAINT-RUT	371.96
DIESEL TURBO SERVICES INC	2014/SURGING-RUT	1,579.64
DIESEL TURBO SERVICES INC	2006/LOW POWER-RUT	1,260.15
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRONTLINE WARNING SYSTEMS	SIREN MAINT CONTRACT-EMA	1,500.00
GARY'S FOODS	SUPPLIES-P&REC	62.35
HAWKEYE WELD & REPAIR	PLOW BRACKETS-RUT	828.65
HENDERSON PRODUCTS INC	EQUIP MAINT-RUT	69.77
IACMA	MEMBERSHIP-P&A	20.00
IOWA ASSOC OF MUNICIPAL UTILITIES	MEMBERSHIP-PW	980.48
IOWA DEPT AGRICULTURE & LAND	DOG KENNEL LICENSE	75.00
IOWA DEPT OF NATURAL RESOURCES	ST WATER DISCHARGE PERMIT	700.00
IOWA PRISON INDUSTRIES	SIGNS/POSTS-RUT	1,060.45
IOWA PRISON INDUSTRIES	TRASH BAGS-SW	166.78
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	370.00
IOWA SOLUTIONS INC	PATCH MGMT,FIREWALL-PD	59.00
JAY A ARNOLD	REFEREE-P&REC	120.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JORDAN AXTELL	REFEREE-P&REC	120.00
KELLY TWEITO	DEPOSIT REFUND-WAT	54.56
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	396.96
KRIS ENGINEERING INC	CURB GUARDS-RUT	798.92
LINN CO-OP OIL CO	FUEL-RUT,WAT,SEW,SW	2,651.18
LINN CO-OP OIL CO	HOSE-RUT	36.56
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	316.00
MATT SIDERS	MILEAGE-P&REC	82.30
MEDIACOM	PHONE/INTERNET-PD	256.51
MEDIACOM	PHONE/INTERNET-FD	16.07
MENARDS	SUPPLIES-RUT	4.64
MIDWEST SAFETY COUNSELOR	CALIBRATION-FD	175.00
MOEL, STEVE	FITNESS MEMBERSHIP-PD	100.00
MOORE MEDICAL CORP.	MEDICAL SUPPLIES-FD	78.35
MOORE MEDICAL CORP.	MEDICAL SUPPLIES-FD	75.49
MOORE MEDICAL CORP.	MEDICAL SUPPLIES-FD	30.80
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	749.61
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	185.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-RUT,KMVL,P&A	1,088.40
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	172.50

MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	55.00
MT VERNON CAR WASH	FLEET WASH-PD	32.00
PAYROLL	CLAIMS	58,210.14
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	372.82
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION	103.59
RYDIN	100 DOG LICENSE TAGS	138.83
SIRCHIE	SUPPLIES-PD	96.96
SPRAY-LAND USA	BRINE TANK VALVE-RUT	393.00
STAPLES ADVANTAGE	DRY ERASE BOARD-RUT	86.47
STAPLES ADVANTAGE	PAPER-ALL DEPTS	83.04
STORM STEEL	STEEL SHEET-RUT	470.68
TOTAL TREE CARE OF IOWA CITY	TRIM/808 2ND AVE NW	2,400.00
TREASURER STATE OF IOWA	SALES TAX	3,907.00
TREMCO PRODUCTS	EQUIPMENT-PD	340.65
ULTRAMAX AMMUNITION	TRAINING-PD	372.00
US BANK	CREDIT CARD PURCHASES	3,541.40
US CELLULAR	CELL PHONE-RUT,P&REC	154.77
USA BLUE BOOK	SUPPLIES-WAT	157.66
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	6,950.00
VEENSTRA & KIMM INC	5TH AVE/1ST W TRAFFIC SIGNAL	1,832.40
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,481.43
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	359.25
VEENSTRA & KIMM INC	WAGON PASS EVALUATION	148.00
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	23,972.80
	TOTAL	152,236.66

Discussion and Consideration of Maintenance Quotation for Lift Station Pump – Council Action as Needed. Staff asked Council to consider the approval and payment of a quote from Electric Pump for \$3,465.13 for the maintenance and repair of the Oakridge lift station. Staff believes the impeller is in need of immediate repairs. This is one of two pumps that are constantly in action so additional parts of the pump will also be replaced. Both pumps are over ten years old. Motion to approve the lift station maintenance quote as presented made by Roudabush, seconded by Wieseler. Carried all.

Discussion and Consideration of Chalk Purchase for the Chalk the Walk Event – Council Action as Needed. Council was asked to consider the approval and purchase of chalk for the City's annual Chalk the Walk celebration. In 2017 the chalk purchase totaled \$3,980.20. This year the quote for chalk is \$4,332.64. The chalk is resold at the event so the initial outlay is recuperated. Rose moved approval of the chalk purchase as presented, seconded by West. Carried all.

Discussion and Consideration of Radio and Repeater Equipment Purchase – Council Action as Needed. The Public Works Department would like to upgrade the radio system they currently use. The current system is running off a repeater stationed in the water tower. This is a UHF system and are radios that the police department used at one time. They would like to switch to digital radios for better sound quality along with trying to minimize the dead spots in town. Also, by switching they would be able to communicate with the police department which they can't do now. Three quotes have been received. They are; Graybill for \$12,244.00, Motorola for \$12,414.00 and Racom for \$28,319.26. They include base radios at 2 shop locations along with permanently mounted radios in the 6 trucks that have plows. Also included in the quotes are 8 hand held radios which could be used for traffic control. The repeater in the water tower would also have to be upgraded in order to switch to digital. Nobsisch explained that this is a purchase that will be made at the end of this fiscal year or possibly could be held over to next fiscal year (FY19) depending on

the maintenance that needs to be done. Roudabush motioned to approve the radio repeater upgrade using the Graybill Communications quote of \$12,244.00, seconded by Rose. Carried all.

Discussion Items (No Action)

Quiet Zone Designation – Dave Schechinger. Schechinger explained that this is an issue the City has been talking about for many years. When asked for a quick summary Schechinger said that there is a Federal requirement that trains sound their horns at intersections to alert all they are coming. The horns are to sound for 15-20 seconds before reaching the crossing. If the train is traveling more than 45 mph they are to sound the horn ¼ of a mile from the crossing. The crossing at 8th Avenue has what is called Constant Warning Timing which is very important in the Quiet Zone establishment. What the railroad is trying to do is have an equivalent protection to the horn by having other safety measures in place so there is a checklist of things that has to be done. The City has been working with a company called Quiet Zone Technologies. They have assisted the City in the evaluation but there are several steps left to do. The cost for them to help us finish the project will be about \$10,400.00. There will be additional costs for traffic counts over several days and the construction of a raised median. Currently there isn't any money budgeted this FY for this project but it is in the UR plan. Staff asked for Council's approval to begin working with Quiet Zone Technologies again to which Council agreed.

Reports of Mayor/Council/Administrator

City Administrator's Report. Nosbisch will be out of the office March 14-16 for the Iowa Municipal Managers Institute in Iowa City. Staff has successfully negotiated new collective bargaining agreements for both public safety and non-public safety employees. Staff will be attending the Enhance Iowa Board meeting in Marshalltown on March 14, 2018. Confluence will be here March 21, 2018 to discuss the by-pass area.

Adjournment. As there was no further business to attend to the meeting adjourned the time being 7:27 p.m., March 5, 2018.

Respectfully Submitted,
Sue Ripke
City Clerk

E. Public Hearing

AGENDA ITEM # E - 1 & G - 1

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

DATE:	March 19, 2018
AGENDA ITEM:	Public Hearing -- Resolution #3-19-2018A
ACTION:	Motion

SYNOPSIS: This resolution initiates the final step in the approval of the development agreement for Stonebrook (Ricklefs).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Development Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

G. Resolutions for Approval

RESOLUTION NO. _____

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

WHEREAS, by Resolution No. 1-2-2018A, adopted January 2, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Stonebrook Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Stonebrook Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Linn County; and

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

WHEREAS, the City has received a proposal from BBAJ Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to prepare the Development Property for the construction of Minimum Improvements and to construct certain Public Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement. The Minimum Improvements include 101 Housing Units on 83 Lots, and the Public Improvements include streets, sanitary sewer, storm sewer, drainage and detention areas, sidewalks, paths, trails and other infrastructure to be completed by Developer and dedicated to the City; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make annual payments of Economic Development Grants to Developer, in the amount of 100% of the Tax Increment generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19, less the required LMI set-aside; starting the first fiscal year in which Tax Increment generated by the construction of the Minimum Improvements is collected pursuant to Iowa Code Section 403.19 and ending in the fiscal year that the maximum cumulative total of the Grants has been paid or the Agreement terminates, whichever is sooner; the cumulative total for all Grants not to exceed the lesser of (i) the amount of the Developer's certified costs and expenses in constructing the Public Improvements, (ii) \$1,733,000, or (iii) the amount of Tax Increment generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19 during the term of the Agreement, less any Tax Increment set aside to comply with the LMI assistance requirements of Iowa Code Section 403.22; and

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

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

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

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

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

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

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved

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

PASSED AND APPROVED this 19th day of March, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

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

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

March 19, 2018

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

Absent: _____

Vacant: _____

* * * * *

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

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

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

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

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

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

THE CITY OF MOUNT VERNON, IOWA

AND

BBAJ INC.

_____, 2018

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the _____ day of _____, 2018, by and between the CITY OF MOUNT VERNON, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2017, as amended (hereinafter called "Urban Renewal Act") and BBAJ INC., an Iowa corporation having an office for the transaction of business at _____, Iowa _____ (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a residential economic development area in the City and, in connection therewith, by Resolution No. 1-2-2018A, on January 2, 2018, adopted the Stonebrook Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as Stonebrook Urban Renewal Area (the "Urban Renewal Area"); and

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

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

WHEREAS, the Developer is willing to cause certain Public Improvements to be constructed on the Development Property and otherwise prepare the Development Property for the construction of Minimum Improvements thereon ("Project"); and

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

Commencement Date means the date of this Agreement.

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

County means the County of Linn, Iowa.

Developer means BBAJ INC. and its permitted successors and assigns.

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

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

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

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

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

Housing Unit means each single-family dwelling unit, whether constructed on an individual lot as a single-family structure or constructed as a unit within a condominium or a residential housing cooperative on the Development Property.

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

Minimum Improvements means the Housing Units to be constructed on the lots to be developed on the Development Property as more particularly described in Exhibits B and B-1 to this Agreement.

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

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

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

Phase means one of the six distinct portions of the total Project to be undertaken pursuant to this Agreement on the Development Property, as identified by that portion of the Development Property described in Exhibit B upon which each project is to be completed, which includes Phase 1 (Stonebrook 6th Addition), Phase 2A (Stonebrook 7th Addition A), Phase 2B (Stonebrook 7th Addition B), Phase 3 (Stonebrook 8th Addition), Phase 4 (Stonebrook 9th Addition), and Phase 5 (Stonebrook 10th Addition).

Public Improvements means the streets, sanitary sewer, storm sewer, drainage and detention areas, sidewalks, paths, trails and other infrastructure to be completed by Developer on the Development Property under this Agreement, which improvements, including the Outlots identified on Exhibit B, shall be dedicated to the City upon acceptance by the City, which are detailed and separated into the six Phases (Phase 1 Public Improvements, Phase 2A Public Improvements, Phase 2B Public Improvements, Phase 3 Public Improvements, Phase 4 Public Improvements, and Phase 5 Public Improvements) in Exhibit B attached to this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer and related to the design and construction of the Public Improvements, including, without limitation, interest during construction and for not more than six months thereafter, costs for landscaping, grading, drainage, paving, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization and legal expenses related to those improvements, as more particularly described herein. If Public Improvements for a Phase are not completed pursuant to the schedule in Section 3.3(a) or the costs and expenses for said Public Improvements are not certified under Section 3.3(b), the costs and expenses incurred for those Public Improvements shall not constitute Qualified Costs and Expenses and shall not be reimbursable under this Agreement.

State means the State of Iowa.

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

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

Term means the period from the date of this Agreement to the first to occur of (i) the Termination Date, (ii) the date all Housing Units within the Development Property have been constructed, or (iii) the date all available Economic Development Grants have been paid.

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

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

Urban Renewal Area means the area known as the Stonebrook Urban Renewal Area.

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. The Developer is an Iowa corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry

on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

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

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

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

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

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

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

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

i. The Developer has firm commitments for construction or acquisition and permanent financing for acquisition of the Development Property and completion of the Phase 1 Public

Improvements in an amount sufficient, together with equity commitments, to successfully complete the Phase 1 Public Improvements in accordance with the Construction Plans contemplated in this Agreement and the performance and maintenance bonds required under Section 6.8 hereof.

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

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

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

Section 3.1. Construction of Minimum Improvements and Public Improvements. The Developer agrees that it will cause the Public Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2. The Developer agrees that the scope and scale of the Minimum Improvements and Public Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement and the Construction Plans. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Public Improvements to inspect such construction and the progress thereof.

Section 3.2. Construction Plans. The Developer shall cause Construction Plans to be provided for the Public Improvements which shall be subject to approval by the City. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. Any such approval of the Construction Plans pursuant to this Section 3.2 is solely for purposes of this Agreement, and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City nor subject the City to any liability for the Public Improvements as constructed, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

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

Section 3.3. Commencement and Completion of Public Improvements; Qualified Costs and Expenses. The Economic Development Grants contemplated in Article VIII shall be made as reimbursement to the Developer only for each Phase of Public Improvements completed in accordance with Section 3.3(a) and only for those Qualified Costs and Expenses of each Phase of Public Improvements approved by the City in accordance with Section 3.3(b). Developer agrees that Developer's failure to comply with the provisions of this Section 3.3 for any Phase will result in forfeiture of Economic Development Grants to reimburse the costs and expenses of constructing that Phase's Public Improvements. However, Developer's failure to comply with Section 3.3 for one Phase shall not affect Developer's eligibility for Economic Development Grants for later Phases. For example,

if Developer fails to complete the Phase 1 Public Improvements by the Phase 1 Completion Date but completes the Phase 2A Public Improvements by the Phase 2A Completion Date, the Developer would not be eligible for Economic Development Grants associated with the cost and expenses of the Public Improvements in Phase 1, but would remain eligible for Economic Development Grants related to the Qualified Costs and Expenses for Phase 2A, as well as those Economic Development Grants contemplated for Phase 2B, Phase 3, Phase 4, and Phase 5.

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

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

<u>Phase</u>	<u>Completion Date</u>
Phase 1 Public Improvements	12-31-19
Phase 2A Public Improvements	12-31-19
Phase 2B Public Improvements	12-31-22
Phase 3 Public Improvements	12-31-22
Phase 4 Public Improvements	12-31-24
Phase 5 Public Improvements	12-31-26

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

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

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

Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to construct the portion of the Public Improvements included in that Phase only. If the City determines that the Public Improvements are not acceptable, it shall notify the Developer in the form described in Section 3.4(b) below.

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

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

Developer and its successor(s) as the Developer under this Agreement agree that prior to the Termination Date:

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

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

ARTICLE IV. INSURANCE

Section 4.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Public Improvements in each Phase and until the City accepts the dedication of those Public Improvements, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

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

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

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

c. All insurance required by this Article IV shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to Developer and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the

insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article IV, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Public Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Public Improvements (until the City accepts dedication of the Public Improvements) or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the Public Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Public Improvements (until the City accepts dedication of the Public Improvements), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

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

ARTICLE V. RESERVED

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep the Development Property or the portions thereof owned or leased by Developer in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions to any Public Improvements constructed thereon, until the respective Public Improvements are accepted by the City.

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

Section 6.3. Compliance with Laws/Non-Discrimination. With respect to the Project, the Developer will comply with all federal, State, and local laws, rules, and regulations and shall not

discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and contractors are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

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

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

Section 6.6. Bonding Requirements. Developer shall obtain, or require each of its general contractors contracted to construct all or any part of the Public Improvements to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements in the respective Phase and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for each Phase of the Public Improvements shall remain in effect until the construction of the Public Improvements in the respective Phase is completed, at which time a four-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Public Improvements.

Section 6.7. No Abatement. Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal, or local law. Developer shall inform prospective contractors/builders who purchase lots in the Development Property of this limitation and direct said contractors/builders to share this limitation with any prospective Homebuyer. A provision to such effect contained in any recorded restrictive covenants applicable to a Phase shall satisfy this requirement.

ARTICLE VII. ASSIGNMENT AND TRANSFER

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

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. Prior to the end of the Term, , Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior

sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, parks, trails, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code Section 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)). A provision to such effect contained in any recorded restrictive covenants applicable to a Phase shall satisfy this requirement.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

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

a. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the aggregate of the Qualified Costs and Expenses of the Public Improvements for which a Certification of Completion has been issued pursuant to Section 3.4, or (ii) One Million Seven Hundred Thirty-Three Dollars (\$1,733,000). In no case shall any year's Economic Development Grant exceed the available Tax Increments collected with respect to the assessments imposed on the Development Property, including the Minimum Improvements, less any LMI set-aside. The source of the Economic Development Grants is further limited by Section 8.2.

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

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

For illustrative purposes only, if the Housing Units increase the assessed value of the Phase 1 property by \$1,000,000 above the established base value, and the net TIF Levy (those levies that can be collected into the City's TIF fund under the Ordinance and Iowa Code section 403.19) is \$28/\$1000,

then the available Tax Increment would be \$28,000 ($\$1,000,000 * \$.028$) and the first annual grant for Phase 1 would be 62.77% of \$28,000, or \$17,575.60. The information is demonstrative only, and should not be interpreted as a promise or guarantee that any Grants will be made or that any Grants will be commensurate with those represented in this example, as the amount of any Grants are subject to many variables which are beyond the control of the City including but not limited to the assessed value of the Development Property, the amount of any tax levies, legislative changes to the property tax process (such as a higher rollback) or to the Urban Renewal Law.

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

d. Statutory Limitation/City Certification of Debt. The City intends to place a separate Ordinance for the collection of Tax Increment over each of the six separate Phase areas. The Developer acknowledges that under current law Tax Increment in each Phase area can be collected only for up to ten (10) fiscal years beginning with the second fiscal year after the year in which the municipality first certifies to the county auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the division of the revenue in connection with each Ordinance. Subject to the requisite legislative processes and the discretion of the Council inherent therein, the City shall adopt an Ordinance for a Phase area and certify debt related to said Phase within sixty (60) days after issuing a Certificate of Completion for the Public Improvements in that Phase pursuant to Section 3.4.

Section 8.2. Source of Grant Funds Limited.

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

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so

suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

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

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

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

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified

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

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

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

ARTICLE X. DEFAULT AND REMEDIES

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

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

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

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

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

e. The Developer shall:

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

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

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

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal

bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements or Public Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 10.1(d) or 10.1(e) of said Section 10.1) the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement;

c. The City may withhold a Certificate of Completion;

d. The City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants; and

e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

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

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited

to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

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

a. Developer understands and agrees that an amount equivalent to the City's costs and attorney fees incurred in connection with the drafting and execution of this Agreement, as well as attorneys and planning fees in connection with the drafting and adoption of the Urban Renewal Plan, up to an aggregate amount of \$8,000, shall be deducted from Developer's Economic Development Grants.

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

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with this Agreement, or in any activity, or benefit therefrom, which is part of the Agreement at any time during or after such person's tenure.

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

- a. In the case of the Developer, is addressed or delivered personally to BBAJ INC. at 222 3rd Avenue SE, Suite 299, Cedar Rapids, Iowa 52401; Attn: Jon Dusek, with a copy to Bryce Ricklefs, 12536 Buffalo Rd., Anamosa, Iowa 52205; and
- b. In the case of the City, is addressed to or delivered personally to the City of Mount Vernon at 213 First Street NW, Mount Vernon, IA 52314; Attn: City Administrator;

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Jamie Hampton, Mayor

ATTEST:

By: _____
Chris Nosbisch, City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

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

BBAJ INC.,
An Iowa corporation

By: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

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

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – BBAJ INC.]

EXHIBIT A
DEVELOPMENT PROPERTY

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

PHASE 1 (Stonebrook 6th Addition)

COMMENCING at the SW Corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°33'27"E, along the South line of said Section 9, a distance of 220.00 feet to the POINT OF BEGINNING; Thence N01°03'33"W, 441.65 feet; Thence S88°56'27"W, 140.00 feet; Thence N01°03'33"W, 30.00 feet; Thence N88°56'27"E, 140.00 feet; Thence N00°58'21"W, 372.81 feet; Thence N86°57'10"W, 140.00 feet; Thence Northeasterly, 32.68 feet along a 360.00 foot radius curve, concave Southeasterly, whose 32.67 foot chord bears N05°38'53"E; Thence S81°45'54"E, 140.00 feet; Thence N18°37'34"E, 79.19 feet; Thence N29°38'51"E, 98.02 feet; Thence N19°38'20"E, 114.73 feet; Thence N06°47'24"E, 129.59 feet; Thence Southeasterly, 194.21 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 194.03 foot chord bears S78°56'18"E; Thence S74°40'00"E, 27.58 feet; Thence N15°20'00"E, 60.00 feet; Thence S74°40'00"E, 258.61 feet; Thence Southeasterly 86.27 feet on a 380.00 foot radius curve, concave Southwesterly, whose 86.09 foot chord bears S68°09'45"E; Thence Southeasterly 11.10 feet on a 320.00 foot radius curve, concave Northeasterly, whose 11.09 foot chord bears S62°39'06"E, to a point on the West Line of Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 621 of the Records of the Linn County, Iowa Recorder; Thence S15°20'00"W, along said West Line, a distance of 304.76 feet; Thence S29°27'47"W, continuing along said West Line, a distance of 226.93 feet; Thence S27°27'44"W, continuing along said West Line, a distance of 95.01 feet to the Northwest Corner of Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the Records of the Linn County, Iowa Recorder; Thence S27°27'44"W, along West Line of Said Parcel A, a distance of 145.72 to the Southwest Corner of Said Parcel A; Thence Southeasterly 35.36 feet on a 170.00 foot radius curve, concave Northeasterly, whose 35.30 foot chord bears S50°40'43"E, to a point on the West Line of Stonebrook First Addition to Mount Vernon, Linn County, Iowa, as recorded in Book 4511, Page 576 of the Records of the Linn County, Iowa Recorder; Thence S60°25'58"W, along said West line, a distance of 65.22 feet; Thence S40°46'36"W, continuing along said West Line, a distance of 229.98 feet; Thence S01°53'05"E, continuing along said West line, a distance of 230.03 feet to a point on the South Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°33'27"W, along said South Line, 211.43 feet, to the POINT OF BEGINNING. Said tract of land contains 12.56 Acres, and is subject to easements and restrictions of record.

PHASE 2A (Stonebrook 7th Addition A)

BEGINNING at the Center of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°36'03"E, along the North Line of the Northwest 1/4 of the Southeast 1/4 of Said Section 9, a distance of 251.95 feet to the Northwest corner of Lot 1, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 611 of the Records of the Linn County, Iowa Recorder; Thence S01°24'52"E, a distance of 169.82 feet along the West Line of said Lot 1; Thence N88°37'40"E, continuing along the said West Line, a distance of 20.68 feet; Thence S01°22'20"E, continuing along the said West Line, a distance of 304.83 feet to a point on the North line of Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 7492, Page 561 of the Records of the Linn County, Iowa Recorder; Thence S88°29'42"W, along said North Line, a distance of 313.00 feet; Thence N01°22'20"W, 295.27 feet; Thence Southwesterly, 7.35 feet on a 2212.48 foot radius curve, concave Southeasterly, whose 7.35 foot chord bears S88°31'59"W; Thence S88°37'42"W, 22.41 feet; Thence N01°23'57"W, 180.00 feet, to a point on the

North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9; Thence N88°37'42"E, along said North Line, a distance of 70.09 feet to the POINT OF BEGINNING. Said tract of land contains 3.46 Acres, and is subject to easements and restrictions of record.

PHASE 2B (Stonebrook 7th Addition B)

COMMENCING at the Center of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°37'42"W, along the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 70.09 feet to the POINT OF BEGINNING; Thence S01°23'57"E, 180.00 feet; Thence N88°37'42"E, 22.41 feet; Thence Northeasterly 7.35 feet on a 2212.48 foot radius curve, concave Southeasterly, whose 7.35 foot chord bears N88°31'59"E; Thence S01°22'20"E, 295.27 feet to a point on the North line of Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 7492, Page 561 of the Records of the Linn County, Iowa Recorder; Thence S88°29'42"W, along said North Line, a distance of 63.92 feet; Thence S01°08'46"E, continuing along said North Line, a distance of 97.03 feet to the Northeast Corner of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence S88°43'10"W, a distance of 90.00 feet along the North Line of said Parcel A; Thence S01°03'38"E, continuing along the said North Line, a distance of 60.00 feet; Thence S88°43'10"W, continuing along the said North Line, a distance of 272.95 feet; Thence N11°14'29"E, 141.31 feet; Thence N21°15'09"E, 97.66 feet; Thence N21°18'54"E, 90.84 feet; Thence S88°37'42"W, 145.89 feet; Thence N01°22'20"W, 140.00 feet; Thence S88°37'42"W, 127.43 feet; Thence N01°03'33"W, 60.00 feet; Thence N88°37'42"E, 9.67 feet; Thence N01°22'18"W, 120.00 feet to a point on North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9; Thence N88°37'42"E, a distance of 557.59 along the North Line of Said Section to the POINT OF BEGINNING. Said tract of land contains 6.22 Acres, and is subject to easements and restrictions of record.

PHASE 3 (Stonebrook 8th Addition)

BEGINNING at the Northwest Corner of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence N88°43'10"E, along the North Line of said Parcel A, a distance of 144.41 feet; Thence N11°14'29"E, 141.31 feet; Thence N21°15'09"E, 97.66 feet; Thence N21°18'54"E, 90.84 feet; Thence S88°37'42"W, 145.89 feet; Thence N01°22'20"W, 140.00 feet; Thence S88°37'42"W, 127.43 feet; Thence S01°03'33"E, 294.44 feet; Thence S88°56'27"W, 125.66 feet; Thence Southeasterly 3.69 feet on a 10.00 foot radius curve, concave Northeasterly, whose 3.66 foot chord bears S67°09'35"E; Thence Southwesterly 154.12 feet on a 55.00 foot radius curve, concave Northwesterly, whose 108.42 foot chord bears S02°33'39"W; Thence S07°09'40"E, 130.00 feet; Thence S77°52'09"W, 208.55 feet; Thence S88°56'27"W, 130.00 feet; Thence S01°03'33"E, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 566.94 feet; Thence S06°31'57"W, 60.00 feet; Thence Southeasterly 200.07 feet on a 1302.47 foot radius curve, concave Southwesterly, whose 199.87 foot chord bears S79°04'02"E; Thence S74°40'00"E, 27.58 feet; Thence N15°20'00"E, 60.00 feet; Thence S74°40'00"E, 258.61 feet; Thence Southeasterly 86.27 feet on a 380.00 foot radius curve, concave Southwesterly, whose 86.09 foot chord bears S68°09'45"E; Thence Southeasterly 11.10 feet on a 320.00 foot radius curve, concave Northeasterly, whose 11.09 foot chord bears S62°39'06"E, to a point on the West Line of Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 621 of the Records of the Linn County, Iowa Recorder; Thence N15°20'00"E, along said West Line, a distance of 391.50 feet; Thence N35°25'23"E, continuing along said West Line, a distance of 28.92 feet to a point on the South Line of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence N11°49'07"W, along said South Line, a distance of 63.58 feet; Thence N75°34'46"W, continuing along said South Line, a distance of 370.88 feet; Thence N14°25'14"E, along the West Line of said Parcel A, a distance of 49.56 feet; Thence N01°28'07"W, continuing along said West Line, a distance of 258.83 feet to the POINT OF BEGINNING. Said tract of land contains 11.29 Acres, and is subject to easements and restrictions of record.

PHASE 4 (Stonebrook 9th Addition)

BEGINNING at the SW Corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N01°03'33"W, along the West Line of the Southeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 1332.53 feet; Thence N88°56'27"E, 180.00 feet; Thence Southeasterly, 180.53 feet along a 1362.47 foot radius curve, concave Southwesterly, whose 180.40 foot chord bears S87°15'48"E; Thence S06°31'57"W, 60.00 feet; Thence Southeasterly, 5.86 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 5.86 foot chord bears S83°20'19"E; Thence S06°47'24"W, 129.59 feet; Thence S19°38'20"W, 114.73 feet; Thence S29°38'51"W, 98.02 feet; Thence S18°37'34"W, 79.19 feet; Thence N81°45'54"W, 140.00 feet; Thence Southwesterly, 32.68 feet along a 360.00 foot radius curve, concave Southeasterly, whose 32.67 foot chord bears S05°38'53"W; Thence S86°57'10"E, 140.00 feet; Thence S00°58'21"E, 372.81 feet; Thence S88°56'27"W, 140.00 feet; Thence S01°03'33"E, 30.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 441.65 feet to a point on the South Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°33'27"W, along said South Line, 220.00 feet, to the POINT OF BEGINNING. Said tract of land contains 7.52 Acres, and is subject to easements and restrictions of record.

PHASE 5 (Stonebrook 10th Addition)

BEGINNING at the NW Corner of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°37'42"E, along the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 679.02 feet; Thence S01°22'18"E, 120.00 feet; Thence S88°37'42"W, 9.67 feet; Thence S01°03'33"E, 354.44 feet; Thence S88°56'27"W, 125.66 feet; Thence Southeasterly, 3.69 feet along a 10.00 foot radius curve, concave Northeasterly, whose 3.66 foot chord bears S67°09'35"E; Thence Southwesterly, 154.12 feet along a 55.00 foot radius curve, concave Northwesterly, whose 108.42 foot chord bears S02°33'39"W; Thence S07°09'40"E, 130.00 feet; Thence S77°52'09"W, 208.55 feet; Thence S88°56'27"W, 130.00 feet; Thence S01°03'33"E, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 566.94 feet; Thence Northwesterly, 180.53 feet along a 1362.47 foot radius curve, concave Southwesterly, whose 180.40 foot chord bears N87°15'48"W; Thence S88°56'27"W, 180.00 feet to a point on the West Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N01°03'33"W, along said West Line, a distance of 1319.79 feet, to the POINT OF BEGINNING. Said tract of land contains 15.47 Acres, and is subject to easements and restrictions of record.

EXHIBIT B

MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

The Minimum Improvements shall consist of the construction of 101 Housing Units on 83 lots together with related site improvements, consistent with the approved plats and plans.

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

The Public Improvements are the streets, sanitary sewer, storm sewer, drainage and detention areas, sidewalks, paths, trails and other infrastructure to be completed by Developer on the Development Property under this Agreement, which improvements, including the Outlots identified on Exhibit B, are to be dedicated to the City upon completion by Developer and acceptance by the City.

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

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

EXHIBIT B-3
ESTIMATED COSTS OF PUBLIC IMPROVEMENTS BY PHASE

Item	Phase 1		Phase 2A		Phase 2B		Phase 3		Phase 4		Phase 5		Total	
	# of Lots	# of Units	# of Lots	# of Units	# of Lots	# of Units	# of Lots	# of Units	# of Lots	# of Units	# of Lots	# of Units	# of Lots	# of Units
	18	16	9	24	8	15	9	9	13	13	34	41	83	108
Acres	12.82		2.75		14.92		3.85		7.57		15.24		56.83	
Land Cost	\$236,400		\$53,000		\$137,400		\$225,600		\$194,000		\$306,800		\$1,132,600	
Construction Costs	\$801,282		\$594,520		\$874,596		\$455,555		\$1,071,724		\$1,457,162		\$4,865,779	
Grading Storm Sanitary Water Paving														
Soft Costs	\$148,200		\$158,700		\$72,000		\$65,800		\$220,000		\$351,800		\$929,100	
Engineering Soil Testing Legal Marketing Costs Construction Interest Deposits to Utility Companies														
Total Cost	\$1,208,882		\$906,220		\$583,996		\$777,655		\$2,163,824		\$2,115,762		\$6,827,478	
Cost per Unit	\$75,240		\$64,516		\$80,282		\$85,764		\$109,323		\$51,604		\$84,149	
Potential Reimbursable Expenses	\$470,000		\$291,000		\$250,000		\$244,000		\$259,000		\$219,000		\$1,739,000	

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

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

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

PHASE 1 (Stonebrook 6th Addition)

COMMENCING at the SW Corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°33'27"E, along the South line of said Section 9, a distance of 220.00 feet to the POINT OF BEGINNING; Thence N01°03'33"W, 441.65 feet; Thence S88°56'27"W, 140.00 feet; Thence N01°03'33"W, 30.00 feet; Thence N88°56'27"E, 140.00 feet; Thence N00°58'21"W, 372.81 feet; Thence N86°57'10"W, 140.00 feet; Thence Northeasterly, 32.68 feet along a 360.00 foot radius curve, concave Southeasterly, whose 32.67 foot chord bears N05°38'53"E; Thence S81°45'54"E, 140.00 feet; Thence N18°37'34"E, 79.19 feet; Thence N29°38'51"E, 98.02 feet; Thence N19°38'20"E, 114.73 feet; Thence N06°47'24"E, 129.59 feet; Thence Southeasterly, 194.21 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 194.03 foot chord bears S78°56'18"E; Thence S74°40'00"E, 27.58 feet; Thence N15°20'00"E, 60.00 feet; Thence S74°40'00"E, 258.61 feet; Thence Southeasterly 86.27 feet on a 380.00 foot radius curve, concave Southwesterly, whose 86.09 foot chord bears S68°09'45"E; Thence Southeasterly 11.10 feet on a 320.00 foot radius curve, concave Northeasterly, whose 11.09 foot chord bears S62°39'06"E, to a point on the West Line of Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 621 of the Records of the Linn County, Iowa Recorder; Thence S15°20'00"W, along said West Line, a distance of 304.76 feet; Thence S29°27'47"W, continuing along said West Line, a distance of 226.93 feet; Thence S27°27'44"W, continuing along said West Line, a distance of 95.01 feet to the Northwest Corner of Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the Records of the Linn County, Iowa Recorder; Thence S27°27'44"W, along West Line of Said Parcel A, a distance of 145.72 to the Southwest Corner of Said Parcel A; Thence Southeasterly 35.36 feet on a 170.00 foot radius curve, concave Northeasterly, whose 35.30 foot chord bears S50°40'43"E, to a point on the West Line of Stonebrook First Addition to Mount Vernon, Linn County, Iowa, as recorded in Book 4511, Page 576 of the Records of the Linn County, Iowa Recorder; Thence S60°25'58"W, along said West line, a distance of 65.22 feet; Thence S40°46'36"W, continuing along said West Line, a distance of 229.98 feet; Thence S01°53'05"E, continuing along said West line, a distance of 230.03 feet to a point on the South Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°33'27"W, along said South Line, 211.43 feet, to the POINT OF BEGINNING. Said tract of land contains 12.56 Acres, and is subject to easements and restrictions of record.

and

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

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

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase I]

EXHIBIT C-2

CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 2A

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

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

PHASE 2A (Stonebrook 7th Addition A)

BEGINNING at the Center of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°36'03"E, along the North Line of the Northwest 1/4 of the Southeast 1/4 of Said Section 9, a distance of 251.95 feet to the Northwest corner of Lot 1, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 611 of the Records of the Linn County, Iowa Recorder; Thence S01°24'52"E, a distance of 169.82 feet along the West Line of said Lot 1; Thence N88°37'40"E, continuing along the said West Line, a distance of 20.68 feet; Thence S01°22'20"E, continuing along the said West Line, a distance of 304.83 feet to a point on the North line of Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 7492, Page 561 of the Records of the Linn County, Iowa Recorder; Thence S88°29'42"W, along said North Line, a distance of 313.00 feet; Thence N01°22'20"W, 295.27 feet; Thence Southwesterly, 7.35 feet on a 2212.48 foot radius curve, concave Southeasterly, whose 7.35 foot chord bears S88°31'59"W; Thence S88°37'42"W, 22.41 feet; Thence N01°23'57"W, 180.00 feet, to a point on the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9; Thence N88°37'42"E, along said North Line, a distance of 70.09 feet to the POINT OF BEGINNING. Said tract of land contains 3.46 Acres, and is subject to easements and restrictions of record.

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 2A Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

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

EXHIBIT C-3

CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 2B

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

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

PHASE 2B (Stonebrook 7th Addition B)

COMMENCING at the Center of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°37'42"W, along the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 70.09 feet to the POINT OF BEGINNING; Thence S01°23'57"E, 180.00 feet; Thence N88°37'42"E, 22.41 feet; Thence Northeasterly 7.35 feet on a 2212.48 foot radius curve, concave Southeasterly, whose 7.35 foot chord bears N88°31'59"E; Thence S01°22'20"E, 295.27 feet to a point on the North line of Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 7492, Page 561 of the Records of the Linn County, Iowa Recorder; Thence S88°29'42"W, along said North Line, a distance of 63.92 feet; Thence S01°08'46"E, continuing along said North Line, a distance of 97.03 feet to the Northeast Corner of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence S88°43'10"W, a distance of 90.00 feet along the North Line of said Parcel A; Thence S01°03'38"E, continuing along the said North Line, a distance of 60.00 feet; Thence S88°43'10"W, continuing along the said North Line, a distance of 272.95 feet; Thence N11°14'29"E, 141.31 feet; Thence N21°15'09"E, 97.66 feet; Thence N21°18'54"E, 90.84 feet; Thence S88°37'42"W, 145.89 feet; Thence N01°22'20"W, 140.00 feet; Thence S88°37'42"W, 127.43 feet; Thence N01°03'33"W, 60.00 feet; Thence N88°37'42"E, 9.67 feet; Thence N01°22'18"W, 120.00 feet to a point on North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9; Thence N88°37'42"E, a distance of 557.59 along the North Line of Said Section to the POINT OF BEGINNING. Said tract of land contains 6.22 Acres, and is subject to easements and restrictions of record.

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 2B Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

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

determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 2B Public Improvements on the Development Property.

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

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

EXHIBIT C-4

CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 3

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

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

PHASE 3 (Stonebrook 8th Addition)

BEGINNING at the Northwest Corner of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence N88°43'10"E, along the North Line of said Parcel A, a distance of 144.41 feet; Thence N11°14'29"E, 141.31 feet; Thence N21°15'09"E, 97.66 feet; Thence N21°18'54"E, 90.84 feet; Thence S88°37'42"W, 145.89 feet; Thence N0122'20"W, 140.00 feet; Thence S88°37'42"W, 127.43 feet; Thence S01°03'33"E, 294.44 feet; Thence S88°56'27"W, 125.66 feet; Thence Southeasterly 3.69 feet on a 10.00 foot radius curve, concave Northeasterly, whose 3.66 foot chord bears S67°09'35"E; Thence Southwesterly 154.12 feet on a 55.00 foot radius curve, concave Northwesterly, whose 108.42 foot chord bears S02°33'39"W; Thence S07°09'40"E, 130.00 feet; Thence S77°52'09"W, 208.55 feet; Thence S88°56'27"W, 130.00 feet; Thence S01°03'33"E, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 566.94 feet; Thence S06°31'57"W, 60.00 feet; Thence Southeasterly 200.07 feet on a 1302.47 foot radius curve, concave Southwesterly, whose 199.87 foot chord bears S79°04'02"E; Thence S74°40'00"E, 27.58 feet; Thence N15°20'00"E, 60.00 feet; Thence S74°40'00"E, 258.61 feet; Thence Southeasterly 86.27 feet on a 380.00 foot radius curve, concave Southwesterly, whose 86.09 foot chord bears S68°09'45"E; Thence Southeasterly 11.10 feet on a 320.00 foot radius curve, concave Northeasterly, whose 11.09 foot chord bears S62°39'06"E, to a point on the West Line of Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 621 of the Records of the Linn County, Iowa Recorder; Thence N15°20'00"E, along said West Line, a distance of 391.50 feet; Thence N35°25'23"E, continuing along said West Line, a distance of 28.92 feet to a point on the South Line of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence N11°49'07"W, along said South Line, a distance of 63.58 feet; Thence N75°34'46"W, continuing along said South Line, a distance of 370.88 feet; Thence N14°25'14"E, along the West Line of said Parcel A, a distance of 49.56 feet; Thence N01°28'07"W, continuing along said West Line, a distance of 258.83 feet to the POINT OF BEGINNING. Said tract of land contains 11.29 Acres, and is subject to easements and restrictions of record.

and

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

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase 3]

EXHIBIT C-5

CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 4

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

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

PHASE 4 (Stonebrook 9th Addition)

BEGINNING at the SW Corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N01°03'33"W, along the West Line of the Southeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 1332.53 feet; Thence N88°56'27"E, 180.00 feet; Thence Southeasterly, 180.53 feet along a 1362.47 foot radius curve, concave Southwesterly, whose 180.40 foot chord bears S87°15'48"E; Thence S06°31'57"W, 60.00 feet; Thence Southeasterly, 5.86 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 5.86 foot chord bears S83°20'19"E; Thence S06°47'24"W, 129.59 feet; Thence S19°38'20"W, 114.73 feet; Thence S29°38'51"W, 98.02 feet; Thence S18°37'34"W, 79.19 feet; Thence N81°45'54"W, 140.00 feet; Thence Southwesterly, 32.68 feet along a 360.00 foot radius curve, concave Southeasterly, whose 32.67 foot chord bears S05°38'53"W; Thence S86°57'10"E, 140.00 feet; Thence S00°58'21"E, 372.81 feet; Thence S88°56'27"W, 140.00 feet; Thence S01°03'33"E, 30.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 441.65 feet to a point on the South Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°33'27"W, along said South Line, 220.00 feet, to the POINT OF BEGINNING. Said tract of land contains 7.52 Acres, and is subject to easements and restrictions of record.

and

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

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase 4]

EXHIBIT C-6

CERTIFICATE OF COMPLETION OF PUBLIC IMPROVEMENTS – PHASE 5

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

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property and obligated the Developer to construct certain Phase 5 Public Improvements (as defined therein) in accordance with the Agreement on a portion of the Development Property more particularly described as follows:

PHASE 5 (Stonebrook 10th Addition)

BEGINNING at the NW Corner of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°37'42"E, along the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 679.02 feet; Thence S01°22'18"E, 120.00 feet; Thence S88°37'42"W, 9.67 feet; Thence S01°03'33"E, 354.44 feet; Thence S88°56'27"W, 125.66 feet; Thence Southeasterly, 3.69 feet along a 10.00 foot radius curve, concave Northeasterly, whose 3.66 foot chord bears S67°09'35"E; Thence Southwesterly, 154.12 feet along a 55.00 foot radius curve, concave Northwesterly, whose 108.42 foot chord bears S02°33'39"W; Thence S07°09'40"E, 130.00 feet; Thence S77°52'09"W, 208.55 feet; Thence S88°56'27"W, 130.00 feet; Thence S01°03'33"E, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 566.94 feet; Thence Northwesterly, 180.53 feet along a 1362.47 foot radius curve, concave Southwesterly, whose 180.40 foot chord bears N87°15'48"W; Thence S88°56'27"W, 180.00 feet to a point on the West Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N01°03'33"W, along said West Line, a distance of 1319.79 feet, to the POINT OF BEGINNING. Said tract of land contains 15.47 Acres, and is subject to easements and restrictions of record.

and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Phase 5 Public Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to Section 3.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Phase 5 Public Improvements on the Development Property have been completed and performed by the Developer and are hereby released absolutely and forever terminated insofar as they apply to the property described herein. The County Recorder of Linn County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Phase 5 Public Improvements on the Development Property.

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Phase 5]

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

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

PHASE 1 (Stonebrook 6th Addition)

COMMENCING at the SW Corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°33'27"E, along the South line of said Section 9, a distance of 220.00 feet to the POINT OF BEGINNING; Thence N01°03'33"W, 441.65 feet; Thence S88°56'27"W, 140.00 feet; Thence N01°03'33"W, 30.00 feet; Thence N88°56'27"E, 140.00 feet; Thence N00°58'21"W, 372.81 feet; Thence N86°57'10"W, 140.00 feet; Thence Northeasterly, 32.68 feet along a 360.00 foot radius curve, concave Southeasterly, whose 32.67 foot chord bears N05°38'53"E; Thence S81°45'54"E, 140.00 feet; Thence N18°37'34"E, 79.19 feet; Thence N29°38'51"E, 98.02 feet; Thence N19°38'20"E, 114.73 feet; Thence N06°47'24"E, 129.59 feet; Thence Southeasterly, 194.21 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 194.03 foot chord bears S78°56'18"E; Thence S74°40'00"E, 27.58 feet; Thence N15°20'00"E, 60.00 feet; Thence S74°40'00"E, 258.61 feet; Thence Southeasterly 86.27 feet on a 380.00 foot radius curve, concave Southwesterly, whose 86.09 foot chord bears S68°09'45"E; Thence Southeasterly 11.10 feet on a 320.00 foot radius curve, concave Northeasterly, whose 11.09 foot chord bears S62°39'06"E, to a point on the West Line of Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 621 of the Records of the Linn County, Iowa Recorder; Thence S15°20'00"W, along said West Line, a distance of 304.76 feet; Thence S29°27'47"W, continuing along said West Line, a distance of 226.93 feet; Thence S27°27'44"W, continuing along said West Line, a distance of 95.01 feet to the Northwest Corner of Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the Records of the Linn County, Iowa Recorder; Thence S27°27'44"W, along West Line of Said Parcel A, a distance of 145.72 to the Southwest Corner of Said Parcel A; Thence Southeasterly 35.36 feet on a 170.00 foot radius curve, concave Northeasterly, whose 35.30 foot chord bears S50°40'43"E, to a point on the West Line of Stonebrook First Addition to Mount Vernon, Linn County, Iowa, as recorded in Book 4511, Page 576 of the Records of the Linn County, Iowa Recorder; Thence S60°25'58"W, along said West line, a distance of 65.22 feet; Thence S40°46'36"W, continuing along said West Line, a distance of 229.98 feet; Thence S01°53'05"E, continuing along said West line, a distance of 230.03 feet to a point on the South Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°33'27"W, along said South Line, 211.43 feet, to the POINT OF BEGINNING. Said tract of land contains 12.56 Acres, and is subject to easements and restrictions of record.

PHASE 2A (Stonebrook 7th Addition A)

BEGINNING at the Center of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°36'03"E, along the North Line of the Northwest 1/4 of the Southeast 1/4 of Said Section 9, a distance of 251.95 feet to the Northwest corner of Lot 1, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 611 of the Records of the Linn County, Iowa Recorder; Thence S01°24'52"E, a distance of 169.82 feet along the West Line of said Lot 1; Thence N88°37'40"E, continuing along the said West Line, a distance of 20.68 feet; Thence S01°22'20"E, continuing along the said West Line, a distance of 304.83 feet to a point on the North line of Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 7492, Page 561 of the Records of the Linn County, Iowa Recorder; Thence S88°29'42"W, along

said North Line, a distance of 313.00 feet; Thence N01°22'20"W, 295.27 feet; Thence Southwesterly, 7.35 feet on a 2212.48 foot radius curve, concave Southeasterly, whose 7.35 foot chord bears S88°31'59"W; Thence S88°37'42"W, 22.41 feet; Thence N01°23'57"W, 180.00 feet, to a point on the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9; Thence N88°37'42"E, along said North Line, a distance of 70.09 feet to the POINT OF BEGINNING. Said tract of land contains 3.46 Acres, and is subject to easements and restrictions of record.

PHASE 2B (Stonebrook 7th Addition B)

COMMENCING at the Center of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°37'42"W, along the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 70.09 feet to the POINT OF BEGINNING; Thence S01°23'57"E, 180.00 feet; Thence N88°37'42"E, 22.41 feet; Thence Northeasterly 7.35 feet on a 2212.48 foot radius curve, concave Southeasterly, whose 7.35 foot chord bears N88°31'59"E; Thence S01°22'20"E, 295.27 feet to a point on the North line of Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 7492, Page 561 of the Records of the Linn County, Iowa Recorder; Thence S88°29'42"W, along said North Line, a distance of 63.92 feet; Thence S01°08'46"E, continuing along said North Line, a distance of 97.03 feet to the Northeast Corner of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence S88°43'10"W, a distance of 90.00 feet along the North Line of said Parcel A; Thence S01°03'38"E, continuing along the said North Line, a distance of 60.00 feet; Thence S88°43'10"W, continuing along the said North Line, a distance of 272.95 feet; Thence N11°14'29"E, 141.31 feet; Thence N21°15'09"E, 97.66 feet; Thence N21°18'54"E, 90.84 feet; Thence S88°37'42"W, 145.89 feet; Thence N01°22'20"W, 140.00 feet; Thence S88°37'42"W, 127.43 feet; Thence N01°03'33"W, 60.00 feet; Thence N88°37'42"E, 9.67 feet; Thence N01°22'18"W, 120.00 feet to a point on North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9; Thence N88°37'42"E, a distance of 557.59 along the North Line of Said Section to the POINT OF BEGINNING. Said tract of land contains 6.22 Acres, and is subject to easements and restrictions of record.

PHASE 3 (Stonebrook 8th Addition)

BEGINNING at the Northwest Corner of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence N88°43'10"E, along the North Line of said Parcel A, a distance of 144.41 feet; Thence N11°14'29"E, 141.31 feet; Thence N21°15'09"E, 97.66 feet; Thence N21°18'54"E, 90.84 feet; Thence S88°37'42"W, 145.89 feet; Thence N0122'20"W, 140.00 feet; Thence S88°37'42"W, 127.43 feet; Thence S01°03'33"E, 294.44 feet; Thence S88°56'27"W, 125.66 feet; Thence Southeasterly 3.69 feet on a 10.00 foot radius curve, concave Northeasterly, whose 3.66 foot chord bears S67°09'35"E; Thence Southwesterly 154.12 feet on a 55.00 foot radius curve, concave Northwesterly, whose 108.42 foot chord bears S02°33'39"W; Thence S07°09'40"E, 130.00 feet; Thence S77°52'09"W, 208.55 feet; Thence S88°56'27"W, 130.00 feet; Thence S01°03'33"E, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 566.94 feet; Thence S06°31'57"W, 60.00 feet; Thence Southeasterly 200.07 feet on a 1302.47 foot radius curve, concave Southwesterly, whose 199.87 foot chord bears S79°04'02"E; Thence S74°40'00"E, 27.58 feet; Thence N15°20'00"E, 60.00 feet; Thence S74°40'00"E, 258.61 feet; Thence Southeasterly 86.27 feet on a 380.00 foot radius curve, concave Southwesterly, whose 86.09 foot chord bears S68°09'45"E; Thence Southeasterly 11.10 feet on a 320.00 foot radius curve, concave Northeasterly, whose 11.09 foot chord bears S62°39'06"E, to a point on the West Line of Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, as recorded in Book 6194, Page 621 of the Records of the Linn County, Iowa Recorder; Thence N15°20'00"E, along said West Line, a distance of 391.50 feet; Thence N35°25'23"E, continuing along said West Line, a distance of 28.92 feet to a point on the South Line of Parcel A, Plat of Survey #1743 as recorded in Book 8149 Page 588 of the Records of the Linn County, Iowa Recorder; Thence N11°49'07"W, along said South Line, a distance of 63.58 feet; Thence N75°34'46"W, continuing along said South Line, a distance of 370.88 feet; Thence N14°25'14"E, along

the West Line of said Parcel A, a distance of 49.56 feet; Thence N01°28'07"W, continuing along said West Line, a distance of 258.83 feet to the POINT OF BEGINNING. Said tract of land contains 11.29 Acres, and is subject to easements and restrictions of record.

PHASE 4 (Stonebrook 9th Addition)

BEGINNING at the SW Corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N01°03'33"W, along the West Line of the Southeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 1332.53 feet; Thence N88°56'27"E, 180.00 feet; Thence Southeasterly, 180.53 feet along a 1362.47 foot radius curve, concave Southwesterly, whose 180.40 foot chord bears S87°15'48"E; Thence S06°31'57"W, 60.00 feet; Thence Southeasterly, 5.86 feet along a 1302.47 foot radius curve, concave Southwesterly, whose 5.86 foot chord bears S83°20'19"E; Thence S06°47'24"W, 129.59 feet; Thence S19°38'20"W, 114.73 feet; Thence S29°38'51"W, 98.02 feet; Thence S18°37'34"W, 79.19 feet; Thence N81°45'54"W, 140.00 feet; Thence Southwesterly, 32.68 feet along a 360.00 foot radius curve, concave Southeasterly, whose 32.67 foot chord bears S05°38'53"W; Thence S86°57'10"E, 140.00 feet; Thence S00°58'21"E, 372.81 feet; Thence S88°56'27"W, 140.00 feet; Thence S01°03'33"E, 30.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 441.65 feet to a point on the South Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence S88°33'27"W, along said South Line, 220.00 feet, to the POINT OF BEGINNING. Said tract of land contains 7.52 Acres, and is subject to easements and restrictions of record.

PHASE 5 (Stonebrook 10th Addition)

BEGINNING at the NW Corner of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N88°37'42"E, along the North Line of the Northeast 1/4 of the Southwest 1/4 of Said Section 9, a distance of 679.02 feet; Thence S01°22'18"E, 120.00 feet; Thence S88°37'42"W, 9.67 feet; Thence S01°03'33"E, 354.44 feet; Thence S88°56'27"W, 125.66 feet; Thence Southeasterly, 3.69 feet along a 10.00 foot radius curve, concave Northeasterly, whose 3.66 foot chord bears S67°09'35"E; Thence Southwesterly, 154.12 feet along a 55.00 foot radius curve, concave Northwesterly, whose 108.42 foot chord bears S02°33'39"W; Thence S07°09'40"E, 130.00 feet; Thence S77°52'09"W, 208.55 feet; Thence S88°56'27"W, 130.00 feet; Thence S01°03'33"E, 15.00 feet; Thence N88°56'27"E, 140.00 feet; Thence S01°03'33"E, 566.94 feet; Thence Northwesterly, 180.53 feet along a 1362.47 foot radius curve, concave Southwesterly, whose 180.40 foot chord bears N87°15'48"W; Thence S88°56'27"W, 180.00 feet to a point on the West Line of Section 9, Township 82 North, Range 5 West of the 5th Principal Meridian; Thence N01°03'33"W, along said West Line, a distance of 1319.79 feet, to the POINT OF BEGINNING. Said tract of land contains 15.47 Acres, and is subject to easements and restrictions of record.

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

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

(SEAL)

CITY OF MOUNT VERNON, IOWA

By: _____
Jamie Hampton, Mayor

ATTEST:

By: _____
Chris Nosbisch, City Administrator

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Notary Public in and for the State of Iowa

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

BBAJ INC.,
An Iowa corporation

By: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

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

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – BBAJ INC.]

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

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

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

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

If you need additional space please attach another table.

Attach actual receipts and invoices

[Signature page to follow]

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

BBAJ INC., an Iowa corporation

By: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

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

Notary Public in and for the State of Iowa

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

01456916-1\13932-034

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MARCH 19, 2018

PAYROLL	CLAIMS	55,015.04
KOSS INTERNATIONAL CORP	CTW CHALK-P&REC	4,332.64
GREGORY CONTAINER	DUMPSTERS-SW	2,787.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,775.47
STATE HYGIENIC LAB	TESTING -SEW	1,829.00
BARNYARD SCREENPRINTING	T-SHIRTS-P&REC	1,511.50
ROBERT BUSER	STIPEND-EMA	1,500.00
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	1,447.16
WEX BANK	FUEL-PD,WAT,SEW	1,334.52
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	661.97
L.L. PELLING	UPM BAGS-RUT	661.50
ALLIANT IES UTILITIES	ENERGY USAGE-PD	580.16
NEAL'S WATER CONDITIONING	COOLERS,WATER,SALT-RUT,P&A	492.80
POSTMASTER	NEWSLETTER MAILING	433.08
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
ALLIANT IES UTILITIES	ENERGY USAGE-FD	412.73
IOWA SOLUTIONS INC	NEW MAILBOXES,WGI SHARE CHGS	312.50
GORDON LUMBER CO	BLDG SUPPLIES-RUT	300.45
BSN SPORTS	HELMETS,CAPS,MISC-P&REC	249.96
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	230.80
POSTMASTER	PERMIT FEE #24	225.00
IOWA SOLUTIONS INC	COMPUTER MAINT-RUT	217.50
VERMEER	FILTERS/CHIPPER-S/W	194.32
MEDIACOM	PHONE/INTERNET-WAT	193.30
KONE INC	ELEVATOR MAINT CONTRACT-P&A	171.69
DIESEL TURBO SERVICE	BATTERY/'98-RUT	161.88
MEDIACOM	PHONE/INTERNET-RUT	161.13
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	159.47
MEDIACOM	PHONE/INTERNET-P&REC	158.98
STAPLES	SUPPLIES-P&A	129.37
US CELLULAR	CELL PHONE-PD	116.17
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	110.59
P&K MIDWEST	ANTI-FREEZE-RUT	103.53
SUE RIPKE	UNIFORMS-P&A	100.71
MOUNT VERNON, CITY OF	CTW SPONSOR-MVHPC	100.00
ARAMARK	RUGS-FD	88.62
MENARDS	COUNTER TOP-RUT	70.56
KURT PISARIK	UNIFORMS-PW	64.50
JOAN BURGE	CLEANING SERVICE-P&A	60.00
FRANCESCA THOMPSON	CLEANING SERVICE-P&A	60.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	55.00
MEDIACOM	PHONE/INTERNET-POOL	54.26
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	53.78
CENTURY LINK	PHONE CHARGES-PD	51.41
IOWA SOLUTIONS INC	DOMAIN MGMT-ALL DEPTS	50.00
CAREPRO PHARMACY	SUPPLIES-P&A	26.35
	TOTAL	80,223.07

AGENDA ITEM # J – 2

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

DATE:	March 19, 2018
AGENDA ITEM:	MVACC Request to Paint Hydrants
ACTION:	Motion

SYNOPSIS: Please see the attached memo.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Memo

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

Memorandum

To: Mayor and City Council
From: Chris Nosbisch, City Administrator
Date: 3/13/2018
Re: Fire Hydrants

On March 1, 2018, Dale Beeks from the Mt. Vernon Area Arts Council formally requested permission to seek grant funding for a “painting the fire hydrant” program. I have included Mr. Beek’s email with this memo, along with my response. As I explain, the decision to paint fire hydrants ultimately rests with the City Council. I did, however, explain that I would not recommend in favor of such a project.

I did review the links that were provided by Mr. Beeks, and I do realize that a select number of communities across the country have allowed such projects. It was difficult to determine, in a majority of the pictures, whether or not the painted hydrants were considered public or private. Mt. Vernon has historically allowed private hydrants to be painted in any manner the responsible party deems appropriate (Cornell for instance).

To elaborate on the NFPA standard, the tops and caps are to be painted in four distinct colors depending on the rated capacity of the hydrant (NFPA 291.5.2.1.2). The rated capacity (gpm, gallons per minute) determines whether the fire department can pull directly from the hydrant or through another apparatus.

Staff was able to pressure test city owned hydrants this past year in preparation of the City’s ISO (Insurance Services Rating) rating survey. The hydrants can now be prepped and readied for painting over the next two to three years (depending on this being an internal or contracted project).

Staff also has some questions as it relates to the long term maintenance cost of this project. Hydrants should be painted on a seven to ten year rotation (although this does not always happen). This appears to be a onetime grant, so who would bear the costs of re-painting the hydrants in the future and would the images need to remain?

Staff has offered other items that may be used for such a project. The concrete barriers that are used for traffic control during festivals and the City's snow plow blades are just a couple of examples.

Staff's contention is that the hydrants are a part of the overall safety network of the City and should be treated as such. Should the Council decide to allow this project to move forward, staff would suggest we limit the hydrants considered to those that currently reside in our municipal parks.

Chris Nosbisch

From: Chris Nosbisch
Sent: Thursday, March 01, 2018 12:03 PM
To: 'Dale Beeks'; ngoodlove.mvfd@gmail.com; Doug Shannon; Matt Siders; Nick Nissen; Alex Volkov; Jamie Hampton; Sue Ripke; Marie & Steve Devries; steve Maravetz; Denise Murphy
Subject: RE: MVAAC Program; Kids Art Project

Dale,

I want to start by saying that the decision to paint the hydrants ultimately falls to the City Council. With that being said, I would likely recommend against this for the following reasons:

1. NFPA standards outline a painting schedule that is based upon the pressures present at the hydrant. The City, as part of our ISO rating, recently completed pressure tests at a vast majority of our hydrants, and is now be able to color coat our hydrants based upon the results. If the Council ultimately decided to move forward, we would definitely ask that the hydrant themes be color coded in a fashion similar to the NFPA standard.
2. Long term maintenance. As hydrants are metal, their paint will eventually fade and crack. I would be apprehensive to burden a future Council with these costs.

I definitely enjoy the out of the box thinking. Please let me know if you would like to make a presentation to the City Council regarding this idea.

Chris

From: Dale Beeks [mailto:dbeeksci51@gmail.com]
Sent: Thursday, March 01, 2018 11:12 AM
To: ngoodlove.mvfd@gmail.com; Chris Nosbisch <cnosbisch@cityofmtvernon-ia.gov>; Doug Shannon <dshannon@cityofmtvernon-ia.gov>; Matt Siders <msiders@cityofmtvernon-ia.gov>; Nick Nissen <nnissen@cityofmtvernon-ia.gov>; Alex Volkov <avolkov@cityofmtvernon-ia.gov>; Jamie Hampton <jhampton@cityofmtvernon-ia.gov>; Sue Ripke <sripke@cityofmtvernon-ia.gov>; Marie & Steve Devries <marie.devries@gmail.com>; steve Maravetz <steveiowa@aol.com>; Denise Murphy <denise@rslite.com>
Subject: MVAAC Program; Kids Art Project

To:
Mt Vernon City Staff

From:
Dale Beeks
Mt. Vernon Area Arts Council

Painting Fire Hydrants.

In a proposed program to promote the arts and benefit the kids in town, we (MVAAC) would like the cities blessings to seek grant funds for this project. We realize this is short notice but the current grant needs to be handed-in by April 2nd.

Painting fire hydrants has been a popular beautification program for many small towns, (please see the links below). One town in Missouri used "Route 66" as a painting theme; we certainly could bring attention to the the Lincoln Highway with hydrants on that route. We realize that not all hydrants will be eligible for this program, that some hydrants are color coded, and that all eligible hydrants will need to be appropriately prepped prior to the artistic painting.

If this program is acceptable, we will need to know how-many hydrants will be eligible, and what primer and paint is the correct type and manufacturer.

I thank you in advance for your consideration.

With kind regards,

Dale Beeks

<https://www.pinterest.com/cinloti/painted-fire-hydrants/>

<http://www.route66news.com/2013/07/25/missouri-town-painting-fire-hydrants-in-a-route-66-theme/>

<https://www.magisto.com/video/M1kCIU1XBmg5TxlhCzE?l=vsm&o=i&c=c>

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Dale R. Beeks

POB 117

Mt Vernon IA 52314 USA

(319) 431-5031

AGENDA ITEM # J – 3 & 4

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

DATE:	March 19, 2018
AGENDA ITEM:	Master Agreements - Teamsters
ACTION:	Motion

SYNOPSIS: The major components to each negotiated agreement are as follows:

- Two year agreement ending June 30, 2020.
- 2.75% increases in salary for each year of the contract.
- Employees will pay an additional 1.5% per year for insurance premiums (18% by the end of the contract). The City will introduce flex spending starting July 1, 2018.
- Police received an additional \$50 for uniforms (\$700 total).
- Both contracts remove the dues deduction as they are no longer allowed by State code.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion (each contract will need a separate motion)

ATTACHMENTS: Contracts

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

**MASTER AGREEMENT
BETWEEN
CITY OF MOUNT VERNON
AND
THE CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NUMBER 238
LAW ENFORCEMENT AGREEMENT
JULY 1, 2018 THROUGH JUNE 30, 2020**

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ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF MOUNT VERNON (City), and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238 (Union), affiliated with International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of the employees included within the certified bargaining unit as defined in Article 2 below (Employees).

The purpose of this Agreement is to promote and maintain harmonious relations between the City, the Union and the Employees; to promote excellence and efficiency in law enforcement; to provide for equitable and peaceful means of resolving grievances; and to establish fair wages, hours, terms and working conditions of employment.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Employees as certified by Public Employees Relations Commission Board Order of Certification Case No. 1928, for those employees as listed. Excluded: the Chief of Police (Chief) and all other City Employees and elected officials and all other persons excluded by Section 4 of the Iowa Public Employment Relations Act, Chapter 20 of the Iowa Code. Included: all Employees of the Police Department and patrol officers.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1.

The City will not interfere with the rights of the Employees to become members of the Union. The Union will not interfere with the rights of the Employees to refrain from Union membership. No Employees covered by this Agreement will be discriminated against by the City or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or interfere with the operations of the City or its Police Department. The City will determine when an interruption or interference has occurred.

Section 3.2.

Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, handicap/disability, marital status or religion. However, both the City and the Union agree that allegations of employment discrimination will not be processed through the contractual grievance/arbitration procedure provided for in this Agreement because other, adequate procedures exist as established by the City, Linn County, the State of Iowa, and the United States.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1.

In addition to all powers, duties and rights of the City established by constitutional provision, statute, ordinance, rule, regulation, charter or special act, the Union recognizes the right of the City to operate, manage and direct all affairs of the City's Police Department, including the rights to:

- (a) Manage Employees;
- (b) Hire, rehire, reinstate, promote, transfer, schedule, assign and retain Employees;
- (c) Suspend, demote, discharge, or take other disciplinary action against Employees for just cause;
- (d) Lay off and recall Employees;
- (e) Maintain order and efficiency in the operation of the City and its Police Department;
- (f) Determine the structure and organization of the City and its Police Department, including the right to:
 - (i) Extend, maintain, curtail or terminate operations of the City and its Police Department;
 - (ii) Supervise, subcontract, create, modify, expand, consolidate, merge or terminate any department, division, section, organizational unit, project, job classification and job duty;
 - (iii) Determine the size and location of the operations of the City and its Police Department;
 - (iv) Determine the type and amount of equipment to be used;
- (g) Determine the number of Employees who shall be employed by the City and its Police Department at any time;
- (h) Determine the number, types, and grades of positions or Employees assigned to a department, division, section, organizational unit, project, job classification, job duty together with the right to alter, combine, reduce, expand or cease any position not prohibited by law;
- (i) Determine the number and starting times of shifts, the number of hours and days in the work week and hours of work;
- (j) Assign work;

- (k) Determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (l) Establish internal security practices; and
- (m) Promulgate and enforce rules, regulations and policies.

Section 4.2.

The list of management rights, set forth above in Section 1 of this Article 4 is not exclusive. Except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority and prerogatives the City had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights described above in Section 4.1 of this Article 4 are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 5
UNION REPRESENTATION

Section 5.1.

The City recognizes the right of the Union to designate a reasonable number of stewards and alternates from the City's seniority list. Reasonable number shall mean up to one (1) steward per ten (10) Employees. The Union shall provide the City with a list of stewards and any changes thereto.

The authority of stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of this Agreement.
- (b) The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - (i) Have been reduced to writing; or
 - (ii) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

A steward is expected to contact Employees regarding grievances and Union matters at shift changes unless the steward has secured prior permission from the Chief. A steward may not leave his/her job assignment or cause another Employee to leave his/her job assignment without prior permission from the Chief. The time

spent by stewards and Employees under this section 5.1 of this Article 5 shall be without pay.

Section 5.2.

An authorized representative of the Union upon advance notice given to the Chief may visit the Police Station and confer with representatives of the City. If a Union representative desires to confer with a steward or any Employee, he/she must first notify the shift supervisor. The Employee will not be granted permission for such conference if it will interfere with the normal operations of the City or its Police Department. No Employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

ARTICLE 6
PERFORMANCE AND DISCIPLINE

Section 6.1.

The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees. The Union recognizes that to provide maximum opportunities for employment and fair compensation, the City must operate the Police Department efficiently, and at the lowest possible cost consistent with fair labor standards. The Union recognizes the need for fair and appropriate discipline to ensure Employee conduct is consistent with established standards reasonably related to Employee job performance. In furtherance of these objectives, the Union agrees to:

- (a) Cooperate with the City and support its efforts to assure a full and fair day's work by Employees;
- (b) Actively combat Employee absenteeism and any other practice that restricts efficient operations of the City and its Police Department, and
- (c) Strive to maintain and improve good will between the City, the Union, the Employees, and the public.

Section 6.2.

The City shall not discipline any Employee without just cause. Disciplinary actions may include: training, written counseling, written reprimand, suspension without pay, demotion, and discharge.

Section 6.3.

On disciplinary matters requiring less than discharge or suspension for a single violation, the Employer shall give at least two (2) warning notices in writing, with a copy to the Local Union, to any employee on any violation before suspension or discharge may be imposed. Warning letters will not be used for future disciplinary action after twelve (12) months.

ARTICLE 7
SALARIES AND WAGES

The following is the salary schedule for fiscal year July 1, 2018, through June 30, 2020:

	7/1/18 -2.75%	7/1/19-2.75%
Probationary Patrol (12 months)	20.45	21.01
Patrol (12 months)	23.95	24.61
Patrol II (36 months)	25.55	26.25
Patrol III (60 months)	27.59	28.35
Sergeant	29.97	30.79

ARTICLE 8
JURY DUTY AND COURT APPEARANCES

Section 8.1.

Employees may be required to appear as witnesses in court as a direct result of employment with the City. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay. Employees so appearing during their off-duty hours must be in uniform and will be paid for all hours spent with a minimum of two (2) hours at the rate of one and one-half times their regular rate of pay. If an Employee so appears while off-duty and the appearance has been canceled, the City will pay two (2) hours at time and one-half (1½), but if the Employee has been notified properly of the court cancellation, the City will not be obligated to pay the Employee.

Section 8.2.

Employees may be subpoenaed to appear as witnesses in a job related civil case. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay. Employees appearing in a job related civil case while off duty, will be paid for all hours spent with a minimum of two (2) hours at the rate of one and one-half times their regular rate of pay. Adequate prior notice must be provided to the City by the Employee.

Section 8.3.

Employees appearing as parties or witnesses in cases relating to Union or personal affairs will be at the Employees' own expense (vacation or unpaid leave). Adequate prior notice must be provided to the City by the Employee.

Section 8.4.

Employees required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible Employees shall present proof of service the amount of pay received. Employees will report immediately for work if they are excused or discharged from the jury before the end of their scheduled hours of work.

ARTICLE 9
WORK WEEK AND PAY DATES

Section 9.1.

The regular work week will begin at 12:01 A.M. Monday. A regular work week will be eighty (80) hours in a two-week period.

Shift #1	7:00 a.m. - 3:00 p.m.
Shift #2	3:00 p.m. - 11:00 p.m.
Shift #3	11:00 p.m. - 7:00 a.m.

Shifts are subject to section 9.2.

The work week shall consist of five (5) eight (8) hour shifts, four (4) ten (10) hour shifts or six (6) twelve (12) hour shifts, and one (1) eight (8) hour shift in a two (2) week period subject to section 10.2.

Section 9.2.

The Chief may establish, modify or adjust the shifts and hours as needed as he/she deems appropriate. Any change of basic hours shall be by written authorization by the Chief. There shall be no trading of work assignments except by specific approval of the Chief or in the Chief's absence the Sergeant. Notification of any change in shift hours shall be made seven (7) days in advance of change except in case of emergency. Emergency is defined as: Any situation in which any City, County, State, or National official or agency has declared a state of emergency, or, when a change in staffing occurs which is out of the City's control, including illness, termination, military leave, jury duty, and/or funeral leave.

Full and part-time Employees shall be offered, on an equal and rotating basis, uncovered shifts that the Chief determines should be covered. An Employee's refusal to work an offered shift under this Section shall constitute acceptance of a turn in the rotation cycle.

Whenever possible and except as otherwise determined by the Chief each Employee shall receive a thirty (30) minute lunch period during his/her regular shift. Each Employee shall receive a break period whenever possible as determined by the Chief. The Employee shall be available for emergency calls during lunch and break periods.

Section 9.3.

Overtime shall be paid after eight (8) hours in any scheduled eight (8) hour day, ten (10) hours in any scheduled ten (10) hour day, or twelve (12) hours in any scheduled twelve (12) hour day. Any scheduled overtime shall be paid at one and one-half (1½) times the regular rate.

If an Employee is called to cover a shift with less than 24 hours notice (emergency call-in), that Employee will be paid at the rate of one and one-half (1 ½) times their hourly rate.

Section 9.4.

An Employee shall be paid thirty dollars (\$30.00) for being on call plus a two (2) hour minimum, if called in. On call means when no officer is on duty physically for a shift.

Section 9.5.

The standard payroll shall be paid every two (2) weeks with paydays on the Friday following the end of the payroll period.

Section 9.6.

Unless prohibited by the Fair Labor Standards Act, as an alternate to compensation at overtime rates for time worked in excess of the standard, the Employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the overtime actually worked.

All Employees shall be allowed to build up to eighty (80) hours of comp time.

**ARTICLE 10
HOLIDAYS**

Section 10.1.

During the term of this Agreement, the City recognizes the following ten (10) holidays:

- | | |
|------------------|---------------------------|
| New Year's Day | Veterans Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Day before Christmas |
| Labor Day | Christmas Day |

Section 10.2.

All full time employees will observe the holiday on the day on which it falls. All Employees will be paid eight (8) hours holiday pay for all listed holidays. Employees who work a holiday will be paid at one and one-half (1 1/2) times their regular hourly rate for all hours worked.

**ARTICLE 11
UNIFORM AND EQUIPMENT MAINTENANCE**

Section 11.1.

The City will purchase the items listed below for new and existing Employees, as recommended by the Chief of Police:

- | | |
|----------------------|--------|
| Cap - winter | 1 each |
| Pat down gloves | 1 pair |
| Winter gloves | 1 pair |
| Shirt - long sleeve | 5 each |
| Shirt - short sleeve | 5 each |
| Mock Turtlenecks | 5 each |
| Trousers | 5 each |

Lightweight summer jacket	1 each
Winter jacket	1 each
Boots - winter	1 pair
Shoes - summer	1 pair
Belt - trousers	1 each
Belt - basket weave outside	1 each
Holster - high ride	1 each
Belt keepers	
Key Flap and Holder	
Single cuff case and cuffs or	2 each
Double cuff case and 2nd pair of cuffs	
Name Plate	1 pair
Brass	1 each
Badge set*:	
Breast badge	1 each
Hat badge	1 each
ID Holder w/badge and ID	1 each
Patches	
Body vest (armor)* -	
(replace every 5 years)	1 each
Pepper spray	1 each
ASP and ASP Holder	1 each
Rain Gear	1 each
One Sidearm*	1 each
Cellular Phone*	1 each

*Ownership retained by City and use must be limited to job-related activities and communications

Section 11.2.

The City will provide a seven hundred dollar (\$700.00) clothing allowance per officer per year of the contract. The allowance will be used for replacement of issued uniforms and issued equipment, or the purchase of clothing items used in the performance of the Employees duties as employed with the City. The City will be responsible for the replacement of firearms or related equipment; radio or related equipment; or Body Armor.

Section 11.3.

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the City at no cost to the Employee.

Section 11.4.

Employees with prior authorization by the Chief to use their own personal vehicles to provide their own transportation to perform their job function will be compensated by the City at the current IRS rate per mile.

Section 11.5.

Any expenses incurred in the line of duty by Employees shall be reimbursed to the Employee after bill is approved by the Chief and submitted to City Council.

Section 11.6.

The City will reimburse each Employee one hundred dollars (US \$100.00) per year for membership at area fitness center.

ARTICLE 12
GROUP HEALTH, LIFE AND DISABILITY INSURANCE

Section 12.1.

The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time Employees including family or dependent coverage except that:

(a) Beginning on July 1, 2018 and continuing until June 30, 2019 all Employees shall pay sixteen and a half percent (16.5%) of the health and dental insurance premiums per month for single coverage. Beginning on July 1, 2019 the Employee shall pay eighteen percent (18%) of the health and dental insurance premiums.

(b) Beginning on July 1, 2018 if an Employee chooses family or dependent health coverage he/she shall pay sixteen and a half percent (16.5%) of the health and dental insurance premiums per month for family or dependent coverage. Beginning on July 1, 2019 the Employee shall pay eighteen percent (18%) of the health and dental insurance premiums.

The City shall reimburse Employees for one-half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The Employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated Third Party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance without prior negotiations with the Union bargaining agent. Coverage periods, coverage requirements and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a vision care plan as outlined and approved by the Mt. Vernon Self Funded Vision Care plan enacted on 3-1-2003; said plan to cover Employee's spouse and children (if any).

Section 12.2.

The City will provide life insurance equal to two (2) times an Employee's annual salary up to one hundred thousand dollars (\$100,000.00) for full-time Employees with the coverage to be effective on or off the job and an additional twenty-five thousand dollars of coverage (\$25,000.00) for accidental death of the Employee.

Section 12.3.

The City will provide ten thousand dollars (\$10,000.00) life insurance on an Employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.

Section 12.4.

Eligible Employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage, for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

Section 12.5.

Beginning on July 1, 2018, the City will provide and pay all costs associated with the setup and annual maintenance of a flex spending program.

ARTICLE 13
SICK AND PERSONAL LEAVE

Section 13.1.

Sick leave shall accrue at the rate of nine and one-third (9.33) hours per month with a maximum accrual of five hundred twenty (520) hours.

Section 13.2.

- a. Anyone who had accumulated over 840 hours as of June 30, 2011, will be allowed to keep the hours accumulated over 840 hours for use for a certifiable catastrophic illness but there will be no further accumulation for any Employee except as provided in paragraph 14.2.b.
- b. Employees shall not accumulate more than 520 hours of sick leave, but may continue accruing sick leave beyond 520 hours solely for the purpose of converting sick leave to vacation subject to the following limitation. Employees, after accumulating 520 hours of sick leave may trade 16 hours of sick leave earned in excess of the 520 hour limit for 8 hours of vacation up to a maximum of 40 hours extra vacation per fiscal year. All extra vacation days must be used by the end of the fiscal year (June 30) in which the sick days in excess of 520 hours are earned so that no employee has credit for more than 520 sick hours at the beginning of each year (July 1). There will be no accumulation of hours above 520 for any other purpose.

Section 13.3.

Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional pay check to the employee or his estate. Pay rate will be at the Employee's regular rate. Upon termination (voluntary/involuntary) the Employee shall receive one-half (1/2) of all accumulated sick leave pay to a maximum of 200 hours. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 13.4.

Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation or days off, without a certification from a physician. Sick leave pay will not be granted for more than two (2) consecutive work shifts without certification from a physician.

Section 13.5.

An Employee who suffers a duty-related injury will receive worker's compensation coverage, and the City will pay the difference required to allow the Employee to receive his/her normal bi-weekly pay while on duty-related injury leave, up to a maximum of nine (9) months.

Section 13.6.

Employees may use up to forty-eight (48) hours of their earned sick days per year for the comfort and care and transportation to hospitals and doctors offices for their immediate family only, upon receipt of certification from doctor or physician.

Section 13.7.

All Employees shall receive twenty-four (24) personal hours per year on the employee's anniversary date. Personal days may be taken in one hour increments. There will be no carry over of personal days.

ARTICLE 14
VACATION LEAVE

Section 14.1.

All regular full-time Employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1-5 years of service	80 hours of vacation
After 6-10 years of service	120 hours of vacation
After 11-19 years of service	160 hours of vacation
After 20 years of service	200 hours of vacation

Section 14.2.

If an Employee has been employed for a period of more than twelve (12) months, payment for vacation hours earned but unused will be paid upon retirement, resignation or dismissal. Upon an Employee's death, payment will be made to the surviving spouse or the estate of the Employee.

Section 14.3.

Vacations shall be scheduled on a seniority basis. Subject to approval by the Chief, vacations may be taken one day at a time.

Section 14.4.

Employees may carry over unused vacation up to eighty (80) hours from one year to the next. Beginning on July 1, 2012, the carryover of unused vacation shall be based on the Employee's anniversary date rather than fiscal year. Any unused vacation exceeding 80 hours as of the Employee's anniversary date will be lost.

ARTICLE 15
FUNERAL LEAVE

If an Employee is scheduled to work, a paid leave of absence of time required up to thirty (30) hours will be granted for a death within the immediate family so long as prior approval is obtained from the Chief. Immediate family shall include the following relatives: wife, husband, son, daughter, step-children, sister, brother, grandparents, parents and step-parents of Employee or spouse.

ARTICLE 16
MILITARY LEAVE

All regular Employees entering into military service of the United States, including the National Guard and Reserves, shall be given a leave of absence for the time spent in the service, provided that within ninety (90) days upon release from service, they report for duty at their old job at the prevailing rate of pay for the class and job code. Any regular Employee shall be reimbursed at his/her current rate or pay at the time of entering service during the first thirty (30) calendar days of his/her military leave. Seniority and longevity will be maintained [and increases shall be given as if no absence existed] during the entirety of the military leave. Cf. Iowa Code § 29A.28. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

ARTICLE 17
TRAINING AND EDUCATION

Section 17.1.

The City shall provide and pay for all expenses incurred for the attendance in service training schools. No Employee shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such school. Employees required to attend departmental training or squad meetings will be allowed to take said time from their regular scheduled shift or shall be paid within twenty-two (22) working days at the discretion of the City. All new officers employed by the City shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to insure that they are certified Iowa peace officers.

All Employees hired after July 1, 1998, will be required to sign an agreement titled "Law Enforcement Hiring Agreement" which will be a legally binding document substantially in the form attached but subject to modification as determined by the parties to the Agreement at the time of hire.

Section 17.2.

Employees may attend college or university classes, which have been pre-approved by the Chief or other designee authorized by the Mayor and Council. The City shall reimburse the police officer's tuition and book expense for all such pre-approved classes, after completion of said class and evidence by an official transcript (or certificate) showing a minimum passing grade of C or above.

ARTICLE 18
BULLETIN BOARD

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

ARTICLE 19
SENIORITY

Section 19.1.

Seniority as used herein is defined as a right accruing to Employees through continuous time in grade and classification, while employed by the City's Police Department, which entitles them to certain considerations and preferences as provided for in this Agreement.

Section 19.2.

A probationary period of twelve (12) months shall be required for both full-time and part-time sworn officers. The twelve (12) month probationary period covers only performance and job-related qualifications. Seniority accrues during the probationary period.

Section 19.3.

All fringe benefits are granted to a full-time police officer (officers who work an average 40 hr. week and a 2080 hr. year) upon employment. All employees who are re-employed by the Employer who continued to work in the profession shall receive seniority credit for previous service excluding the time period they had not been in the service of the Employer.

If a regular part-time Employee becomes a full-time Employee, seniority shall be established by pro-rating time worked as a part-time Employee as follows:

$$\frac{\text{Average number of hours worked per week}}{40} \times \text{number of years worked} = \text{Years of Seniority}$$

[Example: 10 hrs per wk avg/40 (.25) x 10 years = 2.5 years of Seniority]

Section 19.4.

When feasible, seniority shall govern lay offs and recalls.

Lay offs shall be made in reverse order of seniority if the remaining employees can qualify to do the work. If any job coming under this Agreement is eliminated, Employees who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement. All Employees on lay off status shall retain their seniority.

Employees shall be recalled according to seniority if they are qualified for the positions to be filled. An Employee shall be given ten (10) days notice of recall by certified letter, mailed to their last known address. The Employee must respond to

the recall notice within three (3) days after the receipt of the notice and report to work within seven (7) days after receipt of notice unless otherwise mutually agreed by the City, the Union and the Employee. An Employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. If the Employee fails to comply with the provisions of these recall procedures, he/she shall be terminated and lose all seniority rights under this Agreement.

ARTICLE 20 SAFETY

The City shall comply with all safety regulations as set out by Department of Labor (OSHA), both State and Federal, regarding safety and health. Whenever an Employee is required to transport a prisoner from one location to another the Employee shall be accompanied by one (1) additional Employee for each prisoner. It is understood that movement to and from court or a non-dangerous prisoner within the county or immediate area may be exempt if circumstances so warrant. However, all interstate transportation or transportation of any dangerous prisoner shall require two (2) Employees for one prisoner. Night patrol cars shall be equipped with a vehicle security cage.

ARTICLE 21 RIGHTS OF EMPLOYEES

Section 21.1.

If an Employee is required to be questioned concerning an administration problem, the questioning will be done at a reasonable hour and whenever possible during the time of duty of the Employee unless the importance of the investigation dictates otherwise. The Employee shall have the right, if he/she so chooses, to have a steward present at all times.

Section 21.2.

The questioning of Employees concerning criminal charges shall be governed by the same rules as for a citizen, to include; being informed of the nature of the investigation before the questioning begins, advising an Employee of his/her rights if he/she is the subject or target of criminal investigation and advising as to the availability of examination or questioning with polygraph as a voluntary alternative of the Employee. If an Employee is a suspect or the target of a criminal investigation, he/she shall be given all rights and privileges pursuant to the Constitution of the United States.

Section 21.3.

No Employee shall be compelled to submit to an examination or questioning by polygraph and any refusal to take such examination shall not be cause for disciplinary action or dismissal.

Section 21.4.

Upon request of an Employee, the City shall produce for examination by the Employee or the legal representative so designated by the Employee, time sheets and other records pertaining to the computation of compensation of the Employee,

or other records of the Employee pertaining to a specific grievance. Examination of such information shall take place at a reasonable time during regular business hours at the location where the records are usually kept. Examination of such information will be limited in accordance with Iowa law. No such information shall be produced without the consent of the Employee involved.

ARTICLE 22

GRIEVANCE PROCEDURE AND ARBITRATION

Section 22.1.

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 22.2.

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The City's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or their representative shall be conducted so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed to by the City, all grievances shall be processed outside the Employee's workday.
- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any Employee files any claim or complaint in any form other than the grievance form set forth in this agreement, then the City shall not be required to process the same claim or complaint.
- f. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated union representative heretofore referred to in this Article.

- g. At all steps of a grievance the City and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every Employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Section 22.3.

First Step.

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and their immediate supervisor. If requested by the allegedly aggrieved Employee, the recognized Union representative may be present in this informal discussion.

Section 22.4.

Second Step.

- a. If a grievance is not resolved informally at the first step, the aggrieved Employee shall file the grievance in writing with the Employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the Employee and his/her Union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the Employee within seven (7) calendar days following the meeting between the supervisor and the Employee.

Section 22.5.

Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the Employee, if he/she so desires may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the Employee, the Union representative of the Employee, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within seven (7) calendar days of the third step grievance meeting and communicate it in writing to the Employee, the immediate supervisor, and the Union representative of the Employee.

Section 22.6.

Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this

procedure and only such grievances shall be submitted to arbitration as provided below.

- b. The Employee and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the PER Board shall be requested to provide a panel of five (5) arbitrators.
- c. Upon receiving the panel list from the PER Board, the parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one(1) name at a time from the list until one (1) shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close for the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the City and the Employee or his/her representative(s).

Section 22.7.

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

ARTICLE 23 SEVERABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 24
GENERAL CONDITIONS

Section 24.1.

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 24.2.

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Neither the City nor the Employees shall be asked to make any written or verbal contract which will in any way conflict with this Agreement.

ARTICLE 25
EFFECTIVE DATE AND TERM

Section 25.1.

This Agreement shall be effective July 1, 2018 through June 30, 2020.

Section 26.2.

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this _____ day of _____, 2018.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

By _____
Secretary-Treasurer

By _____
Mayor

By _____
Business Representative

By _____
City Administrator

EXHIBIT 1
AGREEMENT

This agreement is entered into by the City of Mt. Vernon, Iowa (City) and _____, (Employee).

THE INTENT OF THE AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ AS A POLICE OFFICER AND TO SPECIFY THE CONSIDERATION THAT _____ PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST IN CONTINUED EMPLOYMENT WITH THE CITY OF MOUNT VERNON.

1. The City and Employee agree that the Employee will attend the _____ (insert training entity) at the expense of the City to receive certification as a Law Enforcement Officer. The training will occur when the Employee is accepted for training class and as authorized by the Chief of Police. The City shall pay the expense of training and shall pay the Employee's regular wages during this training.

The Employee agrees that they will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated in this agreement. The expenses which the Employee agrees to reimburse include the City's cost of the Employee's paid time attending, traveling to and from and studying for classes on City time, as well as the City's expenditure for the Employee's mileage, food, lodging and tuition while attending, and the City's cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of the employee requires the payment of overtime to the replacing Officer. All of these reimbursable costs are referred to generally as "total training expenses".

The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training Expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.

2. Employee may, at the City's option be required to work for the Mt. Vernon Police Department while attending the training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in the attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

3. Employee shall have a probationary period consistent with the City Union Contract and State law.
4. Employee shall serve as a full-time police officer of the City, after graduation from _____ (insert training entity) and certification as a Law enforcement Officer.
5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least four years from the date when the Employee graduates from _____ (insert training entity) and receives certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 10.
7. In the event the Employee voluntarily resigns from the Mt. Vernon Police Department without having served as a certified police officer for at least four years, the Employee shall reimburse the City for total training expenses incurred per the following schedule:
 - a. The amount of reimbursement shall be determined as follows:
 - (1) If a law enforcement officer resigns less than one (1) year following completion of approved training, one hundred percent (100%) of the total training expenses.
 - (2) If a law enforcement officer resigns one (1) year or more but less than two (2) years after completion of approved training, seventy-five percent (75%).
 - (3) If a law enforcement officer two (2) years or more but less than three (3) years after completion of the approved training, fifty percent (50%).
 - (4) If a law enforcement officer resigns three(3) years or more but less than four (4) years after completion of the approved training, twenty-five percent (25%).
8. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least four years, the Employee shall reimburse the City for total training expenses incurred. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.
9. At the end of four (4) years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero (0) dollars.

10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum Monthly Payment	Annual Percentage Rate
One Hundred Dollars (\$100.00)	Six Percent (6%)

The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the Employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chap. 85 or Chap. 411 of the Iowa Code, while in the employ of the City any reimbursement training expenses shall cease.
12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.
13. Employee shall notify City of Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's de-certification as an Iowa Law Enforcement Officer along with any other legal or equitable remedy including attorney's fees.
15. This agreement is for the purpose of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through any training entity.

Executed this _____ day of _____, 201__.

City of Mount Vernon, Iowa.

Employee

Mayor

EXHIBIT "A"

Tuition: _____

Meals: _____

Mileage to be reimbursed at the IRS rate

Post test cost (actual cost) \$ _____

MMPI cost (actual cost) \$ _____

Evaluation - actual cost invoiced

Hourly rate at _____ per hour or contract wages incurred during training

Overtime rate to be determined for replacement

Medical evaluation expenses as billed

Drug testing expenses as billed

Other expenses

MASTER AGREEMENT

BETWEEN

THE CITY OF MOUNT VERNON

AND

THE CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL UNION NO. 238

PUBLIC SERVICES AGREEMENT

JULY 1, 2018, THROUGH JUNE 30, 2020

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ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into by and between the CITY OF MOUNT VERNON (City), and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238 (Union), affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of the employees included within the certified bargaining unit as defined in Article 2 below (Employees).

The purpose of this Agreement is to promote and maintain harmonious relations between the City, the Union and the Employees; to promote excellence and efficiency in city governance; to provide for equitable and peaceful means of resolving grievances; and to establish fair wages, hours, terms and working conditions of employment.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit of Employees as certified by Public Employees Relations Commission Board Order of Certification Case No. 2275, for those Employees as listed:

INCLUDED: All regular full-time and regular part-time Employees in the City Hall Office and the Streets, Water, and Sewer Treatment Departments.

EXCLUDED: All Police Department Employees, the City Administrator, the City Engineer, the Parks and Recreation Director, and the Zoning Administrator.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1.

The City will not interfere with the rights of the Employees to become members of the Union. The Union will not interfere with the rights of the Employees to refrain from Union membership. No Employees covered by this Agreement will be discriminated against by the City or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or interfere with the operations of the City. The City will determine when an interruption or interference has occurred.

Section 3.2.

Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, handicap/disability, marital status or religion. However, both the City and the Union agree that allegations of employment discrimination will not be processed through the contractual grievance/arbitration procedure provided for in this Agreement because other, adequate procedures exist as established by the City, Linn County, the State of Iowa, and the United States.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1.

In addition to all powers, duties and rights of the City established by constitutional provision, statute, ordinance, rule, regulation, charter or special act, the Union recognizes the right of the City to operate, manage and direct all affairs of the City, including the rights to:

- (a) Manage Employees;
- (b) Hire, rehire, reinstate, promote, transfer, schedule, assign and retain Employees;
- (c) Suspend, demote, discharge, or take other disciplinary action against Employees for just cause;
- (d) Lay off and recall Employees;
- (e) Maintain order and efficiency in the operation of the City;
- (f) Determine the structure and organization of the City, including the right to:
 - (i) Extend, maintain, curtail or terminate operations of the City;
 - (ii) Supervise, subcontract, create, modify, expand, consolidate, merge or terminate any department, division, section, organizational unit, project, job classification and job duty;
 - (iii) Determine the size and location of the operations of the City;
 - (iv) Determine the type and amount of equipment to be used;
- (g) Determine the number of Employees who shall be employed by the City at any time;
- (h) Determine the number, types, and grades of positions or Employees assigned to a department, division, section, organizational unit, project, job classification, job duty together with the right to alter, combine, reduce, expand or cease any position not prohibited by law;
- (i) Determine the number and starting times of shifts, the number of hours and days in the work week and hours of work;
- (j) Assign work;
- (k) Determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

- (l) Establish internal security practices; and
- (m) Promulgate and enforce rules, regulations and policies.

Section 4.2.

The list of management rights, set forth above in Section 1 of this Article 4 is not exclusive. Except as specifically and expressly modified or limited by this Agreement, all of the rights, power, authority and prerogatives the City had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights described above in Section 1 of this Article 4 are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 5
UNION REPRESENTATION

Section 5.1.

The City recognizes the right of the Union to designate a reasonable number of stewards and alternates from the City's seniority list. Reasonable number shall mean up to one (1) steward per ten (10) Employees. The Union shall provide the City with a list of stewards and any changes thereto.

The authority of stewards and alternates designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of this Agreement.
- (b) The collection of dues if payroll deduction is not used and then only with authorization by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - (i) Have been reduced to writing; or
 - (ii) If not reduced to writing, are of a routine nature and do not involve work stoppages or slow down.

A steward is expected to contact Employees regarding grievances and Union matters at shift changes unless the steward has secured prior permission from the City Administrator. A steward may not leave his/her job assignment or cause another Employee to leave his/her job assignment without prior permission from the City Administrator. The time spent by stewards and Employees under this section 5.1 of this Article 5 shall be without pay.

Section 5.2.

An Authorized representative of the Union upon advance notice given to the City Administrator may visit and confer with representatives of the City. If a Union representative desires to confer with a steward or any Employee, he/she must first notify the shift supervisor. The Employee will not be granted permission for such conference if it will interfere with the normal operations of the City. No Employee will be held out of or called in from their assignment for this purpose. The time spent in conference shall be without pay.

ARTICLE 6
PERFORMANCE AND DISCIPLINE

Section 6.1.

The Union recognizes its responsibilities as the exclusive bargaining agent of the Employees. The Union recognizes that to provide maximum opportunities for employment and fair compensation, the City must operate efficiently, and at the lowest possible cost consistent with fair labor standards. The Union recognizes the need for fair and appropriate discipline to ensure Employee conduct is consistent with established standards reasonably related to Employee job performance. In furtherance of these objectives, the Union agrees to:

- (a) Cooperate with the City and support its efforts to assure a full and fair day's work by Employees;
- (b) Actively combat Employee absenteeism and any other practice that restricts efficient operations of the City; and
- (c) Strive to maintain and improve good will between the City, the Union, the Employees, and the public.

Section 6.2.

The City shall not discipline any Employee without just cause. Disciplinary actions may include: training, written counseling, written reprimand, suspension without pay, demotion, and discharge.

ARTICLE 7
SALARIES AND WAGES

The following is the salary schedule for fiscal year July 1, 2018 through June 30, 2020, shall be as follows:

	7/1/18-2.75%	7/1/19-2.75%
Operator I (12 months) and Administrative Assistant (12 months)	18.77	19.29
Operator II and Administrative Assistant II	22.42	23.04
Operator III and Administrative Assistant III	24.99	25.68
Lead Operator	28.46	29.24
Assistant Lead Operator I	27.10	27.85
Deputy Clerk	27.10	27.85

An employee who has been employed as an Operator will become an Operator III on his or her fifth (5th) anniversary if not previously promoted to that designation.

ARTICLE 8
JURY DUTY AND COURT APPEARANCES

Section 8.1.

Employees may be required to appear as witnesses in court as a direct result of employment with the City. Employees so appearing during regularly scheduled work hours will receive their regular rate of pay.

Section 8.2.

Employees may be subpoenaed during duty hours to appear as witnesses in cases not directly related to their employment with the City, Union affairs or their own personal affairs. Employees so subpoenaed will be allowed time off with pay for this purpose. Adequate prior notice must be provided to the City by the Employee.

Section 8.3.

Employees appearing as parties or witnesses in cases relating to Union or personal affairs will be at the Employees' own expense (vacation or unpaid leave). Adequate prior notice must be provided to the City by the Employee.

Section 8.4.

Employees required to serve on a jury during their scheduled work hours shall be paid the difference between their jury fees and their straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible Employees shall present proof of service the amount of pay received. Payment in time difference will not exceed sixty (60) days in one (1) calendar year. Employees will report immediately for work if they are excused or discharged from the jury before the end of their scheduled hours of work.

ARTICLE 9
WORK WEEK AND PAY DATES

Section 9.1.

The regular work week will begin at 12:01 A.M. on Sunday. The regular work week will be forty (40) hours of five (5) consecutive regular work days, Monday through Friday.

Section 9.2.

The regular workday consists of eight (8) work hours. Starting and ending hours of work shall be determined by the City and posted.

Employees working or scheduled to work that day for four (4) hours shall be entitled to one (1) twenty (20) minute work break.

All Employees working or scheduled to work that day for eight (8) hours shall be entitled to two (2) twenty (20) minute work breaks, one (1) in the morning and one (1) in the afternoon. Breaks may not be taken sooner than two (2) hours after the

start of a shift nor end later than one (1) hour before the end of a shift. Breaks shall include travel time. Breaks may not be used to leave early or to extend or prolong a lunch period.

Employees working or scheduled to work more than six (6) hours in a day shall be entitled to take an unpaid one (1) hour meal to be taken as scheduled by the supervisor. Employees working at their shops must punch in and out for lunch. Employees may use the company vehicle to travel to and from lunch breaks.

Section 9.3.

The City shall have the right to require overtime work. The City will apportion the opportunity to work overtime as equally as possible among qualified Employees in the job classification. The apportionment is not grievable.

Except as otherwise provided in this Article, Employees working in excess of either the standard work day or the standard work week, that is, working overtime, will not be paid unless the work is performed at the direction of or with the express approval of the department head, City Administrator or Mayor.

Overtime shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act.

Overtime shall be paid as follows:

- (a) Time and one-half (1½) shall be paid for all work performed in excess of eight (8) hours per day. Such overtime pay will not be paid, except for those hours at the end of a shift in excess of eight (8) consecutive hours, regardless of the starting time of the shift.
- (b) Time and one-half (1½) shall be paid for all work performed on Saturday, Sunday and holidays in addition to holiday pay.
- (c) Overtime pay will be calculated on the basis of one and one-half (1½) times the employee's regular straight time hourly rate.

Section 9.4.

The determination as to whether an employee is needed to be on call, i.e., immediately available for work, is determined by the City Administrator. An Employee shall be paid thirty (\$30.00) for each day he/she is on call (example: two (2) day weekend on call pay to be sixty dollars (\$60.00)). An Employee who is called in to perform work or pay at the applicable rate of pay. This does not apply to scheduled overtime or to overtime contiguous to a regular eight (8) hour work day.

Section 9.5.

The standard payroll shall be paid every two (2) weeks with pay days on the Friday following the end of the payroll period.

Section 9.6.

Unless prohibited by the Fair Labor Standards Act, as an alternate to compensation at overtime rates for time worked in excess of the standard, the Employee may elect compensatory time off, to be taken at a later date, which will be computed at one and one-half (1 1/2) times the overtime actually worked.

Compensatory time off shall be taken and used only at the convenience of the City and with the prior approval of the department head, City Administrator or City Administrator's Designee. Employees shall be compensated at time and one-half (1 1/2) for all hours in excess of eight (8) hours in any one day or forty (40) hours in any one week. An employee shall be allowed to build up eighty (80) hours of compensatory time.

ARTICLE 10
HOLIDAYS

Section 10.1.

During the term of this Agreement, the City recognizes the following ten (10) holidays:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day

Section 10.2.

All Employees will observe the holiday on the day on which it falls. The holiday will be celebrated on the preceding Friday if the holiday occurs on Saturday, and on Monday where the holiday occurs on Sunday. Employees who observe a listed holiday will be paid eight (8) hours at their regular hourly rates of pay.

Section 10.3.

If a holiday for which an Employee is eligible for holiday pay falls within an Employee's vacation period, the Employee will not be charged for a vacation day on account of the holiday.

ARTICLE 11
UNIFORMS - MILEAGE - EXPENSES- BONDS

Section 11.1.

The City Administrator shall designate approved work clothes to be worn by employees during work hours. Employees will be allocated \$500 per contract year to be used for the procurement and maintenance of approved work clothes. All procurement must be preapproved by the City Administrator from designated vendors. Work clothes will include a require City logo and/or other clear identification as determined by the City Administrator. Employees shall wear approved work clothes, any required identification and any safety equipment specified by the City Administrator at all times while performing work for the City.

Office staff who choose to wear clothes other than designated approved clothing will not receive any allocation from the City for their procurement. Office staff will need to display clear identification as determined by the City Administrator.

Employees other than office employees will be allocated a maximum of \$150 per year for the purchase of safety shoes or boots. All procurement must be preapproved by the City Administrator from designated vendors.

Section 11.2.

Employees with prior authorization by the City Administrator to use their own personal vehicles to provide their own transportation to perform their job function will be compensated by the City at the current IRS rate per mile.

Section 11.3.

Expenses: An Employee shall obtain prior approval before incurring any expenses in the line of duty and thereafter shall be reimbursed by the City, provided the employee files the bill with the City Administrator.

Section 11.4.

The City will reimburse each Employee one hundred dollars (US \$100.00) per year for membership at area fitness center.

Section 11.5.

If the City requires Employees to give bond, the same shall be furnished at the City's expense.

ARTICLE 12
GROUP HEALTH, LIFE AND DISABILITY INSURANCE

Section 12.1.

The City shall provide the Alliance Select Blue Cross Blue Shield medical insurance plan and Delta Dental for all full-time Employees including family or dependent coverage except that:

(a) Beginning on July 1, 2018 and continuing until June 30, 2019 all Employees shall sixteen and a half percent (16.5%) of the health and dental insurance premiums per month for single coverage. Beginning on July 1, 2019 the Employee shall pay eighteen percent (18%) of the health and dental insurance premiums.

(b) Beginning on July 1, 2018 if an Employee chooses family or dependent health coverage he/she shall pay sixteen and half percent (16.5%) of the health and dental insurance premiums per month for family or dependent coverage. Beginning on July 1, 2019 the Employee shall pay eighteen percent (18%) of the health and dental insurance premiums.

The City shall reimburse employees for one-half (1/2) of all amounts which qualify for the deductible and designation by the Alliance Select Blue Cross Blue Shield insurance plan upon submission of appropriate proof to the City Administrator. The Employee shall be responsible for one-half (1/2) of the deductible and all of the co-insurance amounts upon submission of appropriate proof to the City's designated

Third Party Administrator (T.P.A.). The City will not reduce any benefit or coverage of group health and life insurance without prior negotiations with the Union bargaining agent. Coverage periods, coverage requirements, and dates of premium payments shall be determined by the carrier and changes in practices may be made pursuant to any mandated changes made by the carrier. The City shall provide a vision care plan as outlined and approved by the Mt. Vernon Self Funded Vision Care plan enacted on 3-1-2003; said plan to cover Employee's spouse and children.

Section 12.2.

The City will provide life insurance equal to two (2) times an Employee's annual salary up to one hundred thousand dollars (\$100,000.00) for full-time Employees, with the coverage to be effective on or off the job and an additional twenty-five thousand dollars (\$25,000.00) of coverage for accidental death of the Employee.

Section 12.3.

The City will provide ten thousand dollars (\$10,000.00) life insurance on the Employee's spouse and five thousand dollars (\$5,000.00) on each eligible child.

Section 12.4.

Eligible employees will be provided with disability insurance which disability insurance shall cover sixty percent (60%) of the employee's wage for a maximum of five (5) years. There will be a waiting period on disability insurance before said coverage is available of ninety (90) days after the disability occurs.

Section 12.5.

Beginning on July 1, 2018, the City will provide and pay all costs associated with the setup and annual maintenance of a flex spending program.

ARTICLE 13
SICK AND PERSONAL LEAVE

Section 13.1.

Sick leave shall accrue at the rate of nine and one-third (9.33) hours per month with a maximum accrual of five hundred twenty (520) hours.

Section 13.2.

- a. The sick leave calculation will be changed from days to hours. The number of hours of sick leave will be reduced to 520 hours.
- b. Anyone who had accumulated over 840 hours as of June 30, 2011, will be allowed to keep the hours accumulated over 840 hours for use for a certifiable catastrophic illness but there will be no further accumulation for any Employees except as provided in paragraph 14.2.c.
- c. Employees shall not accumulate more than 520 hours of sick leave, but may continue accruing sick leave beyond 520 hours solely for the purpose of converting sick leave to vacation subject to the following limitation. Employees, after accumulating 520 hours of sick leave may trade 16 hours of sick leave earned in excess of the 520 hour limit for 8 hours of vacation up to a maximum of 40 hours extra vacation per fiscal year. All extra vacation days must be used by the end of the fiscal year (June 30) in which the sick

days in excess of 520 hours are earned so that no employee has credit for more than 520 sick hours at the beginning of each year (July 1). There will be no accumulation of hours above 520 for any other purpose.

Section 13.3.

Upon retirement (normal, vested or disability) with minimum service of twenty (20) years, all of the accumulated sick leave will be paid as an additional pay check to the employee or his estate. Pay rate will be at the Employee's regular rate. Upon termination (voluntary/involuntary) the Employee shall receive one-half (1/2) of all accumulated sick leave pay. If the involuntary termination is for cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence.

Section 13.4.

Sick leave pay will not be granted for more than two (2) consecutive work shifts without certification from a physician.

Section 13.5.

When an Employee suffers from a duty related injury, he/she shall receive Worker's Compensation coverage and shall be guaranteed that the City will pay the difference between Worker's Compensation benefits and the employee's regular pay so that he will not lose his normal pay while on duty related injury time for a maximum of nine (9) months.

Section 13.6.

Employees may use up to forty-eight (48) hours of their earned sick hours per year for the comfort and care and transportation to hospitals and doctors offices of their immediate family only, upon written certification from doctor or physician.

Section 13.7.

All Employees shall receive twenty-four (24) personal hours per year on the Employee's anniversary date. Personal days can be taken in one hour increments. There will be no carry over of personal days.

ARTICLE 14
VACATION LEAVE

Section 14.1.

All regular full-time Employees shall be entitled to vacation time with pay at their established rate under the following schedule. Vacation is to be accrued monthly beginning on the first day of employment:

After 1-5 years of service	80 hours of vacation
After 6-10 years of service	120 hours of vacation
After 11-19 years of service	160 hours of vacation
After 20 years of service	200 hours of vacation

Section 14.2.

If an Employee has been employed for a period of more than twelve (12) months, payment for vacation hours earned but unused will be paid upon retirement, resignation or dismissal. Upon the death of an Employee, payment will be made to the surviving spouse or the estate of the employee.

Section 14.3.

Vacation hours are calculated as per Section 15.1 of this Article and posted for all employees on the first pay period of each month and reflect the hours of vacation earned the previous month.

Section 14.4.

Vacations shall be scheduled on a seniority basis. Subject to approval of City Administrator, vacations may be taken in one (1) hour increments at a time.

Section 14.5.

Employees may carry over unused vacation up to eighty (80) hours from one year to the next. Beginning on July 1, 2012, the carry over of unused vacation shall be based on the Employee's anniversary date rather than fiscal year. Any unused vacation exceeding eighty (80) hours as of the Employee's anniversary date will be lost.

ARTICLE 15
FUNERAL LEAVE

A paid leave of absence of time required up to three (3) days will be granted for a death within the immediate family, providing such is approved by the City Administrator prior to taking said leave. Immediate family shall include the following relatives: wife, husband, son, daughter, step-children, sister, brother, grandparents, parents and step-parents of an Employee or an Employee's spouse, and grandchildren.

ARTICLE 16
MILITARY LEAVE

Section 16.1.

All regular Employees entering into military service of the United States, including the National Guard and Reserves, shall be given a leave of absence for the time spent in the service, provided that within ninety (90) days upon release from service, they report for duty at their old job at the prevailing rate of pay for the class and job code. Any regular Employee shall be reimbursed at his/her current rate or pay at the time of entering service during the first thirty (30) calendar days of his/her military leave. Seniority and longevity will be maintained [and increases shall be given as if no absence existed] during the entirety of the military leave. Cf. Iowa Code § 29A.28.

Section 16.2.

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

ARTICLE 17
TRAINING

Section 17.1.

The City shall provide and pay for all expenses incurred for the attendance in service training schools. When the job necessitates the certification of Employees to remain in their present job class, the City shall provide training as specified by the certification agency. The City shall pay all tuition costs and registration fees and shall compensate Employees for scheduled work hours missed or for all time spent in training at their straight time hourly rates for travel time when necessary. The City shall furnish a car or pay mileage expenses, if the Employee is required to travel to attend training sessions. The City shall pay meal and lodging expenses when appropriate in accordance with the travel rules and regulations of the City in existence at the time of the travel. The payment required by this section will not be made at any time after the Employee enrolls but does not complete the training or does not receive the certification.

Section 17.2.

Employees may be allowed to attend training schools or classes for certifications or licensing beyond what is required for their present job classification. The City Administrator, or other designee authorized by the Mayor and Council, shall have sole discretion in approving the training or class. In the event that the training or class is approved, the provisions of the previous paragraph will apply, however, in the event that the Employee voluntarily resigns within four years of receiving the training or class, the Employee will reimburse the City for the total training expenses incurred per the following schedule:

- (a) One year or less following the completion of the training class - 100%
- (b) More than one year but less than two years - 75%
- (c) More than two years but less than three years - 50%
- (d) More than three years but less than four years - 25%
- (e) More than four years - 0%

ARTICLE 18
BULLETIN BOARD

The Employer shall furnish a bulletin board or a definite portion of an established bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business.

ARTICLE 19
SENIORITY AND PART-TIME

Section 19.1.

Seniority as used herein is defined as a right accruing to Employees through continuous time in grade and classification, while employed by the City, which entitles them to certain considerations and preferences as provided for in this Agreement.

Section 19.2.

A probationary period of twelve (12) months shall be required for both full-time and part-time Employees. The twelve (12) month probationary period covers only performance and job-related qualifications. Seniority accumulates during the probationary period. All fringe benefits are guaranteed to a full-time employee upon employment.

Section 19.3.

If a regular part-time Employee becomes a regular full-time Employee, seniority shall be established by pro-rating time worked as a regular part-time Employee as follows:

$$\frac{\text{Average No. hours worked per week}}{40} \times \text{number of months worked} = \text{number of months for seniority purposes}$$

Section 19.4.

In the event it becomes necessary to reduce the work force, seniority will be followed. Employees with the least seniority shall be laid off first if the remaining employees can qualify to do the work or be trained to qualify satisfactorily for the work within 30 days. When recalling employees, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, employees who are qualified will be permitted to use their seniority to move into other jobs covered by this Agreement.

- A. In the event of a recall, a laid off employee shall be given ten (10) days notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- B. All employees on layoff status shall retain their seniority.

ARTICLE 20
SAFETY

Section 20.1.

The City shall comply with all safety regulations as set out by Department of Labor (OSHA) both State and Federal regarding safety and health.

Section 20.2.

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the City at no cost to the Employee and shall be worn and/or used by the Employees.

ARTICLE 21
RIGHTS OF EMPLOYEES

Upon request of an Employee, the City shall produce for examination by the Employee or the legal representative so designated by the Employee, time sheets and other records pertaining to the computation of compensation of the Employee, or other records of the Employee pertaining to a specific grievance. Examination of such information shall take place at a reasonable time during regular business hours at the location where the records are usually kept. Examination of such information will be limited in accordance with Iowa law. No such information shall be produced without the consent of the Employee involved.

ARTICLE 22
GRIEVANCE PROCEDURE AND ARBITRATION

Section 22.1.

Definition. A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 22.2.

Purpose and Procedure.

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the grievance process. The failure of the Employee to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The City's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his representative shall be conducted

so as to result in no interference with or interruption of work. The City shall determine whether an interference has occurred under this paragraph. Unless agreed by the Employer, all grievances shall be processed outside the employee's work day.

- d. All grievances must be presented within seven (7) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any Employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or complaint.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and his designated union representative heretofore referred to in this Article.
- g. At all steps of a grievance the City and Union shall have the right to have representatives attend any meeting required to resolve the grievance. Every Employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Section 22.3.

First Step. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor. If requested by the Employee, the recognized Union representative may be present in this informal discussion.

Section 22.4.

Second Step.

- a. If a grievance is not resolved informally at the first step, the Employee shall file the grievance in writing with the Employee's immediate supervisor within seven (7) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance, spelling out the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied and shall state the remedy requested.
- b. Within seven (7) calendar days after the immediate supervisor receives the written grievance, a meeting at a mutually agreeable time shall be held with the Employee and his/her Union representative.
- c. The immediate supervisor shall render such decision and communicate it in writing to the Employee within fourteen (14) calendar days following the meeting between the supervisor and the Employee.

Section 22.5.

Third Step.

In the event a grievance has not been satisfactorily resolved at the second step, the Employee, if he/she so desires may file an appeal of the supervisor's answer within seven (7) calendar days of the said written decision with the Mayor or his/her representative. Within seven (7) calendar days after the written grievance is filed, the Employee, the Union representative of the Employee, and the Mayor shall meet in an attempt to resolve the grievance. The Mayor and/or his/her representative shall file an answer within fourteen (14) calendar days of the third step grievance meeting and communicate it in writing to the Employee, the immediate supervisor, and the Union representative of the Employee.

Section 22.6.

Fourth Step.

- a. If the grievance is not resolved satisfactorily in step three, there shall be available a fourth step of impartial binding arbitration. If a demand for arbitration is not filed within fifteen (15) calendar days of the third step reply, then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.
- b. The Employee and his/her Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- c. Upon receiving the panel list from the PER Board, the parties by mutual agreement shall have one (1) calendar day to strike all the names. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. Each of the two (2) parties shall alternately strike one name at a time from the list until one shall remain. The meeting to strike names shall be held within seven (7) calendar days of receipt of this list of names. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.

- e. Each party shall bear its own costs and expenses of the arbitration proceedings. The fee of the arbitrator shall be shared equally by the City and the Employee or his/her representative(s).

Section 22.7.

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

ARTICLE 23
SEVERABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 24
GENERAL CONDITIONS

Section 24.1.

This Agreement shall be construed under the Laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 24.2.

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Neither the City nor the Employees shall be asked to make any written or verbal contract which will in any way conflict with this Agreement.

ARTICLE 25
EFFECTIVE DATE AND TERM

Section 256.1.

This Agreement shall be effective July 1, 2018 through June 30, 2020.

Section 25.2.

This Agreement shall continue in effect thereafter unless one (1) of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this _____ day of _____, 2018.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

CITY OF MOUNT VERNON, IOWA

By _____
Secretary-Treasurer

By _____
Mayor

By _____
Business Representative

By _____
City Administrator

EXHIBIT 1
EMPLOYEE TRAINING AUTHORIZATION

Pursuant to Paragraph 17.2 of the Master Agreement between the City of Mount Vernon, Iowa, and the Chauffeurs, Teamsters and Helpers Local Union No. 238, Employees may be allowed to attend training schools or classes for certifications or licensing beyond what is required for their present job classification provided, however, that if the Employee voluntarily resigns within four years of receiving the training or class, the Employee will reimburse the City for the total training expenses incurred per the following schedule:

- (a) one year or less following the completion of the training or class - 100%
- (b) more than one year but less than two years - 75%
- (c) more than two years but less than three years - 50%
- (d) more than three years but less than four years - 25%
- (e) more than four years - 0%

_____ (name of Employee) has been authorized to attend the following training school or class: _____ (class description).

In the event Employee voluntarily resigns within four years of receiving the training or class, the Employee agrees to reimburse the City for the total training expenses incurred pursuant to the schedule above.

Dated _____

CITY ADMINISTRATOR

EMPLOYEE

AGENDA ITEM # J – 5

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

DATE:	March 19, 2018
AGENDA ITEM:	Veteran's Memorial
ACTION:	Motion

SYNOPSIS: Mike Woods will be at the Council meeting to discuss the possibility of transferring the Veteran's memorial funding to the City and creating a separate board for the oversight of both the money and memorial. I have reached out to the City Attorney regarding such a request and he has expressed concerns. Ultimately, the City Council has authority over all City funds. The City could create an advisory committee and/or commission for the memorial, however, the funds would be incorporated into the City budget. Funding requests would then be made to the City Council. Staff's preference would be to keep the funding and maintenance under the guidance of the American Legion.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

AGENDA ITEM # J – 6

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

DATE:	March 19, 2018
AGENDA ITEM:	Quotation for Lift Station
ACTION:	Motion

SYNOPSIS: At the last meeting, staff gave the Council an estimated value of \$10,000 to \$15,000 for replacement of a lift station pump. After additional meetings with vendors, the likely replacement value for the lift station pump is just over \$5,000. Given the fact that this pump is almost ten years old and the average life span of said pump is seven years, staff would like to bring this back to Council for further consideration.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

AGENDA ITEM # J – 7

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

DATE:	March 19, 2018
AGENDA ITEM:	Mt. Vernon K-9 Program
ACTION:	Motion

SYNOPSIS: Please see the attached information from Chief Shannon.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

Mount Vernon Police K9 Program



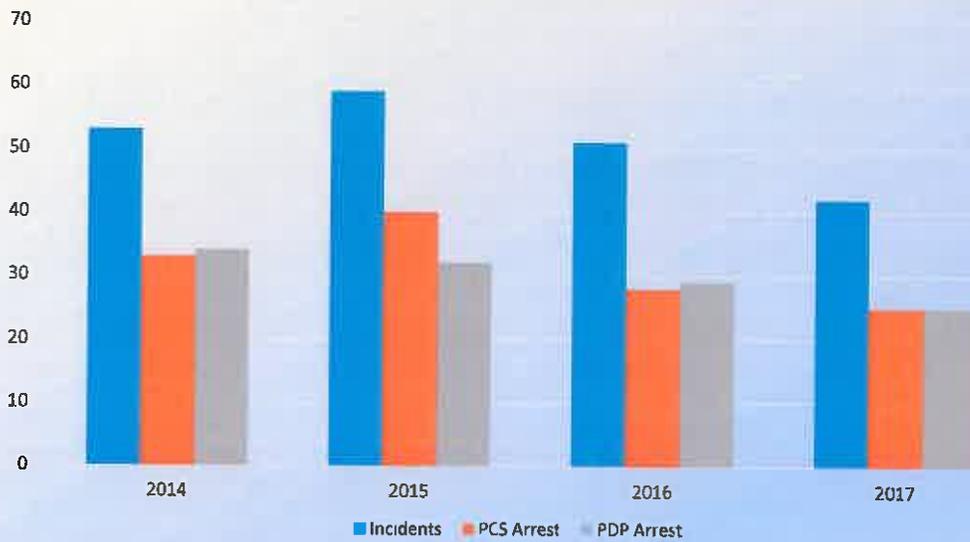
Police K9's – Another Tool for Law Enforcement

- Narcotics Detection
- Officer Safety
- Search & Rescue
- Evidence recovery
- Suspect tracking
- Public Relations
- Efficiency for Officers
 - Probable Cause – Confirmed
 - Reduction of manpower needs & time spent searching
- Responding to Citizen complaints
- Deterrent – Strong public message

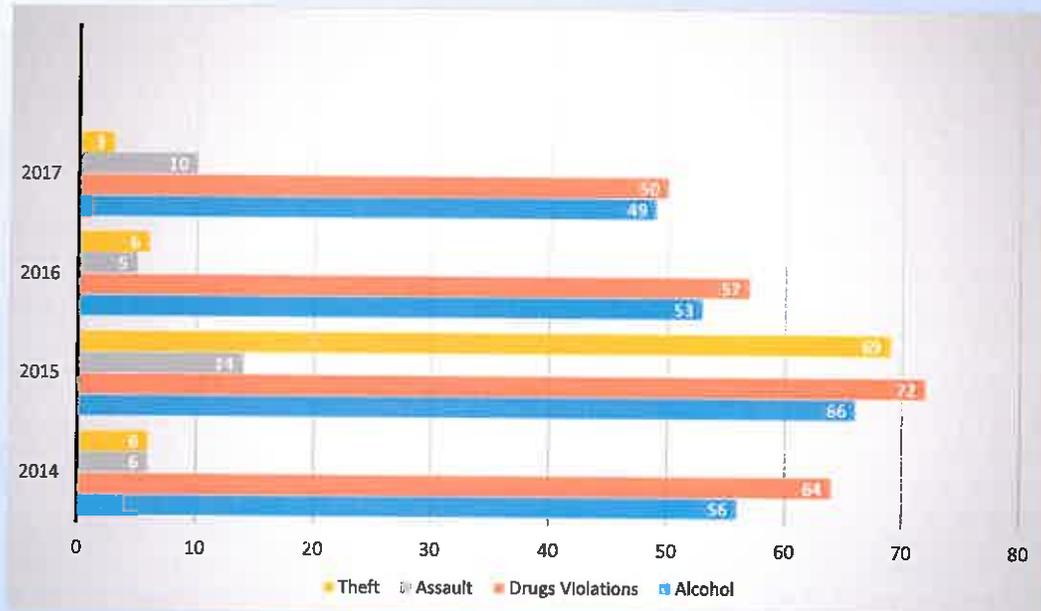


Need for a Police K9

Narcotics Incident & Arrests 2014-2017



Arrests by type



Mount Vernon Police K9

Kennel	Van Licks	Canine Tactical	Mid-Michigan	North Iowa K9	K9 Working Dogs
Location	Dewey, Indiana	Chariton, Iowa	Lansing, MI	Mason City, IA	Loggford, KS
Distance from Mount Vernon	356 miles/6 hours	154 miles/2.5 hours	434 miles/6.5 hours	154 miles/2.5 hours	465 miles/7.5 hrs
Agencies using	CRFD/LCSO*	Polk County Des Moines/North Liberty/Iowa Co	Hiawatha	Albia/Spirit Lake	Litcher/Crawford County
Other:					
Finances:	Van Licks	Canine Tactical	Mid-Michigan	North Iowa K9	K9 Working Dogs
Canine	\$10,000.00	\$13,200.00	\$11,500.00	\$13,500.00	\$13,705.00
Handler Training	\$6,000.00	Included	Included	Included	\$4,195.00
Room and board	\$2,255.00	Included	\$2,500.00	\$825.00	Included
Transportation (miles @ \$0.535)	\$2,285.52	\$823.90	\$2,321.90	\$247.00	\$995.10
Equipment	Included	\$800.00	\$0.00	\$0.00	\$822.65
Discount	-\$2,000.00	\$0.00	\$0.00	\$0.00	-\$2,500.00
Total Available	\$18,540.52	\$16,823.90	\$14,421.90	\$14,572.00	\$17,317.75
Training Course	6 weeks	5 weeks	5 weeks	5 weeks (180 hrs. 15 hr/week)	Two 2 week sessions
Miscellaneous Expense:	Amount	Funding source	Amount funded	remaining balance	
Kennel build	TSD	fundraising	100%	\$0	
Vet care	Variable	Donated	100% basic care**	\$0	
Food	\$75/mo	Donated or fundraised	100%	\$0	
K9 & Handler Training	\$14,823.90	Donations/Fundraising	\$12,750.00	\$2,074	
K9 Vehicle	Amount	Funding source	Amount funded	remaining balance	
2018 Ford Interceptor SUV	\$30,000.00	General Fund	\$30,000.00	\$0	
Upfitting (Lights/sirens/Console/etc)	\$13,439.39	General Fund/Donations	\$7,000.00	\$6,439	
Watchguard video system	\$4,800.00	GTSE	\$4,500.00	\$300	
Squad Radio	\$7,361.00	911 Service Board	\$7,361.00	\$0	
In car computer equipment	\$4,974.00	911 Service Board	\$4,974.00	\$0	
AED	\$2,500.00	Alliant Energy	\$1,000.00	\$1,500	

Notes:

*LCSO departing Van Licks

** Vet indicated likely most advanced procedures/medications would be partially or completely donated

Next Steps

- Public Fundraising Event
- Confirmation and agreement with K9 Training Company
- Equipment Purchase & Vehicle set-up
- Handler Training & Certification



Questions?



AGENDA ITEM # J – 8

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

DATE:	March 19, 2018
AGENDA ITEM:	Set Public Hearing Date
ACTION:	Motion

SYNOPSIS: This action will set a public hearing date for a proposed four lot subdivision located just off of Country Club Drive. If approved, the developer will seek permission for on-site waste disposal and private well construction for each of the proposed lots. The Planning Commission will be reviewing the plat on Wednesday, March 14, 2018. I will provide an update at the meeting should the planning commission take no action on the application.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

K. Reports-Received/File



**Serving Our Communities
and Beyond!**



Brief Service Overview

What We Do



The Lisbon-Mount Vernon Ambulance Service (LMVAS) provides emergency medical services over a 150 square mile area, serving a population of more than 6,000 – including more than 1,000 students of Cornell College.

The service operates two fully-equipped ambulances and is licensed by the State of Iowa at the EMT-P level - minimal staffing. We have been in continuous operation since July 1974, transporting approximately 350 patients annually.

Our Mission

To provide professional and community-oriented emergency medical services to the communities of Lisbon and Mt. Vernon and surrounding areas.

History & Structure



- **Established:** 1973
- **Organization Type:** Iowa 504A Nonprofit Corporation
- **Ownership:** Cities of Lisbon and Mount Vernon
- **Operational Management:** EMS Director
- **Financial Management:** Board of Directors
 - Annually, four individuals are appointed by each city and one volunteer is appointed by volunteer membership

- **2018 Board of Directors:**

Lisbon

- Julie Light
- John Schultz
- Rick Scott
- Jeff Silver

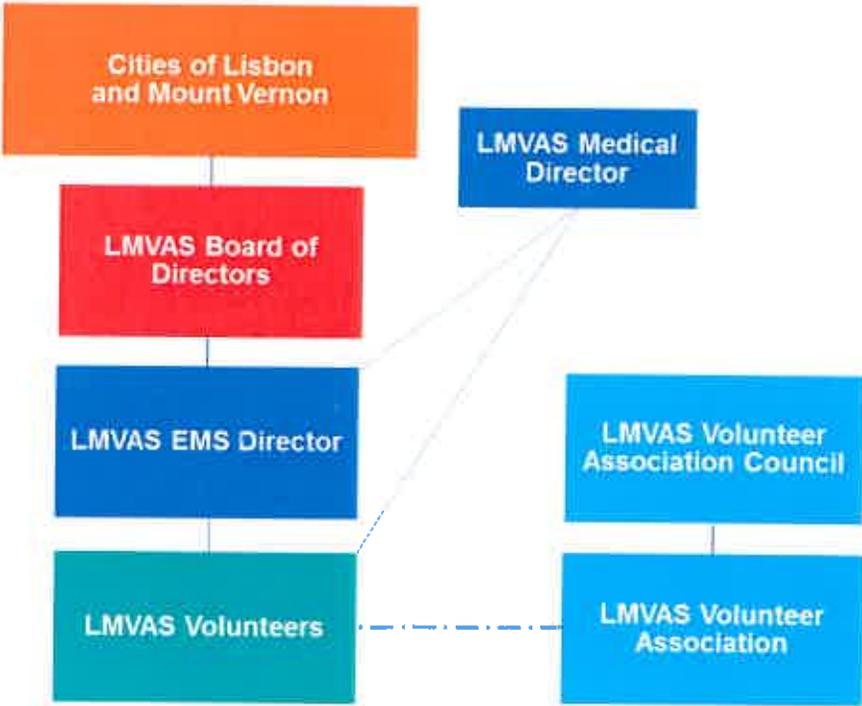
Mount Vernon

- Derek Boren
- Lisa Cannon
- Lori Lynch
- Doug Shannon

Volunteers

- Nikki Sporrer

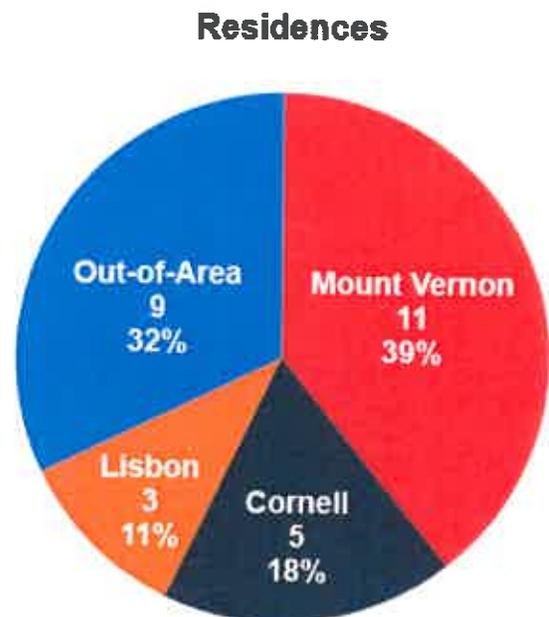
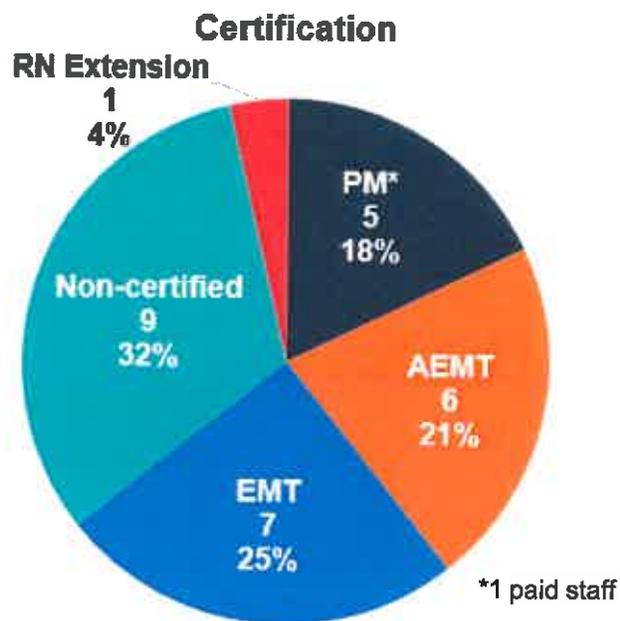
Organizational Chart



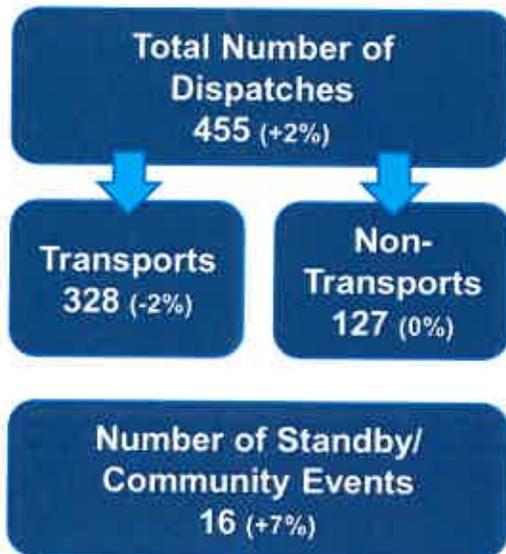
Service Members



- **Medical Director:** Dr. Anthony Carter
- **EMS Director:** Jules Scadden, PM (full-time paid staff)
- **Total Members:** 28* (as of 3/12/17)



2017 Activity

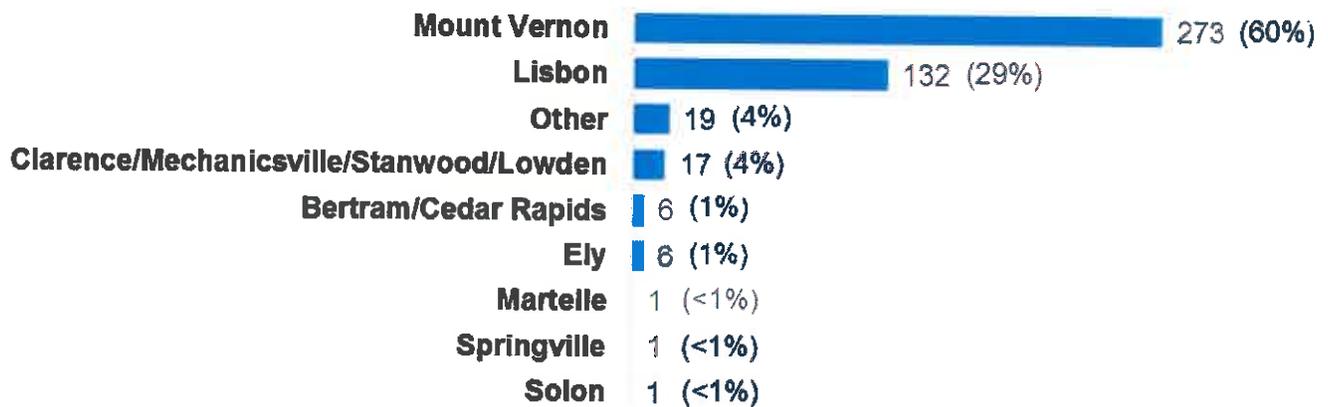


- **Time from first page to enroute:**
7 minutes (median)
- **Time from enroute to arrival on scene:**
3 minutes (median)
- **Time from first page to arrival at scene:**
10.80 minutes (median)

2017 Activity



LMVAS Dispatches per Municipality



LMVAS Dispatches by County



2017 Activity



LMVAS Dispatches by Day/Time

Time Period	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total	% of Total (Time)
0000 - 0300	8	4	2	3	4	6	5	32	7%
0300 - 0600	2	2	7	2	5	1	2	21	5%
0600 - 0900	4	13	4	10	8	8	6	53	12%
0900 - 1200	10	12	9	7	16	12	10	76	17%
1200 - 1500	8	8	9	15	10	11	17	78	17%
1500 - 1800	6	8	8	8	13	12	16	71	16%
1800 - 2100	11	9	9	9	14	9	9	70	15%
2100 - 2400	4	13	2	5	11	7	9	51	11%
Total	53	69	50	59	81	66	74	452	100%
% of Total (Day)	12%	15%	11%	13%	18%	15%	16%	100%	



Volunteer Commitment



- **Minimum number of annual on-call hours per full-time volunteer: 432**
 - Does not include time spent on trainings and meetings
- **2017 average number of on-call hours per volunteer: 1,277**

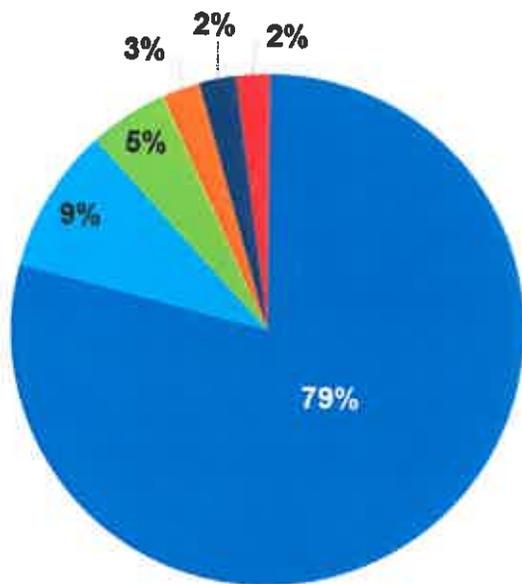
Volunteers Provide a Significant Benefit to the Community		
	Iowa Volunteer \$ Value/Hour*	Volunteer \$ Value/Year (minimum)
Per Volunteer	\$22.96	\$9,914
\$9,914 x 27 Volunteers = \$267,678		

*Source: Independent Sector, 2016

LMVAS Revenue: FY17 Actuals



The majority of LMVAS FY17 revenue (79%) was derived from patient fees.



City funding is calculated on a per capita basis. FY17 city funding was 9% of total budgeted revenue.

- **Mount Vernon** (4,507 residents)
\$13,500 = \$3.00 per capita
- **Lisbon** (2,152 residents)
\$3,500 = \$1.63 per capita*

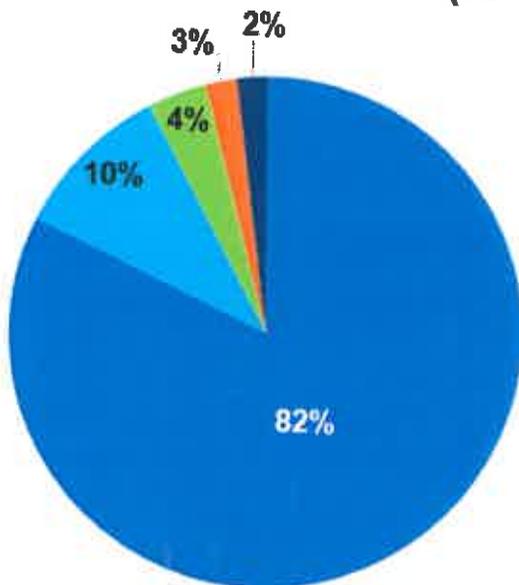
- Trips
- Contributions/Grants
- Standby
- City Funding
- Interest
- Tuition Reimbursements

*\$3.00 per capita was requested

LMVAS Revenue: FY18 Budget



The majority of budgeted LMVAS FY18 revenue (82%) is derived from patient fees.



City funding is calculated on a per capita basis. FY18 city funding is 10% of total budgeted revenue.

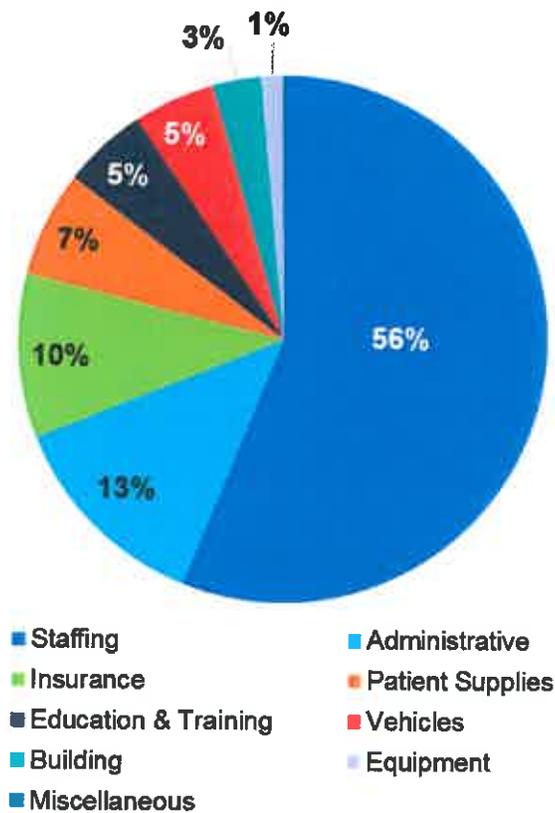
- **Mount Vernon** (4,507 residents)
\$13,500 = \$3.00 per capita
- **Lisbon** (2,152 residents)
\$6,500 = \$3.00 per capita

- | | |
|------------------------|--------------------------|
| ■ Trips | ■ City Funding |
| ■ Contributions/Grants | ■ Interest |
| ■ Standby | ■ Tuition Reimbursements |

LMVAS Expenses: FY17 Actuals



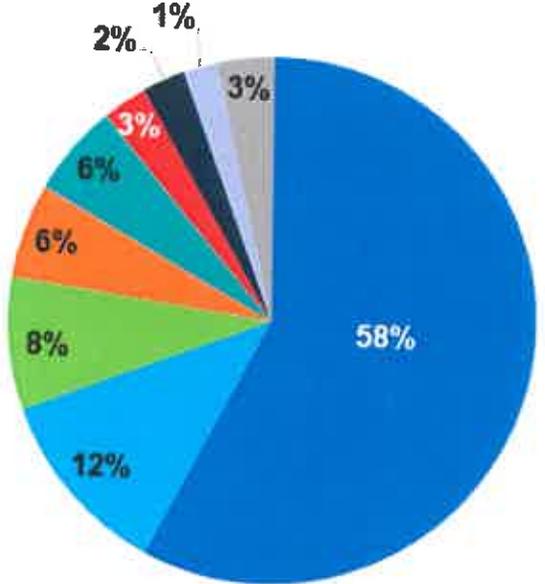
The largest LMVAS expense (56%) was staffing.



LMVAS Expenses: FY18 Budget



The largest budgeted LMVAS expense (58%) is staffing.



- Staffing
- Insurance
- Education & Training
- Building
- Miscellaneous
- Administrative
- Patient Supplies
- Vehicles
- Equipment

LMVAS Patient Billing: 2017



In 2017, 43% of total patient billings was not realized due to mandatory insurance adjustments and write-offs.

2017 Patient Billing	
Total Billings	\$294K
Adjustments and Write-Offs	\$125K
<i>Mandatory Insurance Adjustments</i>	\$113K
<i>Write-Offs</i>	\$12K
Total Payments Received	\$150K
Total in Collections at Year-End*	\$60K

*Includes previous years

Become a Volunteer!

Become a Volunteer



LMVAS is seeking volunteer members to provide prehospital care to residents of the communities of Lisbon, Mount Vernon and surrounding areas. We accept members in a variety of roles:

- **Drivers** (valid driver's license in good standing and CPR certification required; training provided)
- **Certified patient care providers** (e.g., EMRs, EMTs, AEMTs, Paramedics, Nurses)
- **College students who seek direct patient care experience**

There are two levels of membership – full-time member and associate member.

Become a Volunteer



Full-Time Member

Volunteer Benefits

- Patient care and volunteer experience
- Stipend: \$1 per hour on-call; \$10 per service call
- Death and Disability Insurance
- Monthly education opportunities
- EMS certification courses (as available) – tuition assistance offered in exchange for minimum volunteer service commitment
- Voting member of LMVAS Volunteer Association

Volunteer Commitment

- Mandatory orientation and ongoing education that sets you up for success as a volunteer service member
- 36 hours monthly on-call time required
- Maintain CPR and current certifications (if applicable)

Associate Member

Volunteer Benefits

- Patient care and volunteer experience
- Stipend: \$1 per hour on-call; \$10 per service call
- Death and Disability Insurance
- Monthly education opportunities
- Voting member of the LMVAS Volunteer Association

Volunteer Commitment

- Mandatory orientation and ongoing education that sets you up for success as a volunteer service member
- 12 hours monthly on-call time required
- Maintain CPR and current certifications (if applicable)

Sleeping quarters are available for out-of-town volunteers.

The Future

Immediate Goals



- **Increase Volunteer Recruitment & Retention**
- **Daytime Staffing Coverage**
- **Increase Community Involvement**

Service Goals



Goals	By 2017	By 2019	By 2021
Operations			
Improve CQI Process	<i>In progress</i>		
Increase Community Involvement	Ongoing	Ongoing	Ongoing
Finalize Organizational Structure	X		
Professionalize the Service	Ongoing	Ongoing	Ongoing
Redevelop the Orientation Process	<i>In progress</i>		
Complete State Inspection/Relicensure	X		
BETS System Development	X	Linn County Ongoing	
Update or replace A52 (2nd ambulance)			

Service Goals



Goals	By 2017	By 2019	By 2021
Staffing and Volunteer Recruitment			
ALS Provider on 80% of all Shifts	X		
ALS Provider Available for 100% of Shifts			
Improve Promissory Note	X		
Increase Training Opportunities	Ongoing	Ongoing	Ongoing

Service Goals



Goals	By 2017	By 2019	By 2021
Organization			
LMVAS Obtain 501(c)3 Status		<i>In progress</i>	
Increase Fundraising	Ongoing	Ongoing	Ongoing
Increase Revenue	Ongoing	Ongoing	Ongoing
Develop System Development Partnerships	X	Ongoing	Ongoing
Create Partnerships with Public Health/Hospitals	X	Ongoing	Ongoing

Upcoming Events

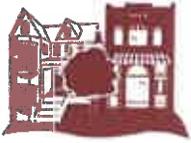
Upcoming Events



- March 30th ***LMVAS Standby – Cornell Relay for Life***
- April 9th ***LMVAS Training/Meeting***
- April 11th ***LMVAS Board Meeting***
- April 20th ***LMVAS Annual Volunteer Appreciation Event***
- April 21st ***LMVAS PEARS Class***
- May 5th-6th ***LMVAS Sponsor – MV Chalk the Walk***
- May 13th ***LMVAS Standby – Cornell Commencement***
- May 14th ***LMVAS Training/Meeting***
- May 20th-26th ***EMS Week***
- June 11th ***LMVAS Training/Meeting***
- June 13th ***LMVAS Board Meeting***

Thank You for your Support!





**Mount
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IOWA

Council:

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

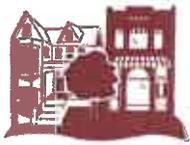
**Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police**

Jamie A. Hampton, Mayor

FEBRUARY 2018
POLICE REPORT

Vehicle Collisions

There were 14 reported collisions in February. The first collision occurred in the parking lot at 403 Hwy 30 West when an unidentified vehicle ran into the garages behind the apartments, and left the scene without reporting the collision. The owner reported \$2,500 damage to the garage. The second collision occurred on Springville Road and Scobey Road. This collision occurred as two vehicles were southbound on Springville Road approaching Scobey Road. A vehicle in front of them slowed to turn onto Scobey Road. The first vehicle behind them yielded and was rear ended by the vehicle behind them. Damage was estimated at \$1,000 and no injuries were reported. The third collision occurred at the Hwy 30 & 10th Ave SW Roundabout. This collision occurred when two vehicles travelling east on Hwy 30 were approaching the roundabout at 10th Ave SW. The first vehicle yielded to a vehicle in the roundabout and braked suddenly when the vehicle in the roundabout began to slide on the snowy roadway. The vehicle was the rear ended by the vehicle behind them, causing an estimated \$3,000 damage. No injuries were reported. The fourth collision occurred at Hwy 30 & 1st St SE. This collision occurred when a vehicle travelling west on Hwy 30 attempted to turn onto 1st Street East and slid due to slippery road conditions, colliding with a vehicle on 1st Street East at the stop sign with Hwy 30. Damage was estimated at \$3,000 and no injuries were reported. The fifth collision occurred in the 1100 blk of Palisades Rd SW, when a vehicle entering the roadway from a private drive, slid because of the slick road conditions, and collided with a mailbox. Damage was estimated at \$1,000 and no injuries were reported. The sixth collision occurred when a vehicle travelling east on 1st Street ran off the roadway near Lisbon road, entered the east ditch, colliding with a street sign. The owner failed to report the collision, leaving the scene. Damage was estimated at \$1,100 and no injuries were reported. The seventh collision occurred at the Hwy 1 & 30 roundabout. This collision occurred a semi tractor-trailer and small car were travelling north on Hwy 1. Both vehicles arrived at the intersection of Hwy 30, and both vehicles continued North through the roundabout. As a result, the semi failed to remain within their lane, and sideswiped the car. Damage was estimated at \$7,500 and no injuries were reported. The eighth collision occurred at 1st Ave & 1st Street when two vehicles travelling south on 1st Ave approached the intersection of 1st Street. A vehicle in front of them was slowed to make a left turn onto 1st Street. The 2nd vehicle the collided with the first vehicles, failing to stop within assured clear distance. The striking vehicle left the scene without reporting the collision. Damage on the first vehicle was estimated at \$300 and no injuries were reported. The ninth collision occurred in the 700 block of Park Ave NW. This collision occurred when a vehicle travelling north on Park Ave, crossed the center of the roadway and struck a parked vehicle. The driver of the striking vehicle was found to be intoxicated and subsequently arrested for OWI. Damage was estimated at \$13,000 and no injuries were reported. The tenth collision occurred in the 1000 block of Hwy 30 West when a vehicle travelling eastbound on Hwy 30, lost control, entered the south ditch, struck several signs and ended up in the field south of Hwy 30. The driver fled the scene, failed to report the collision. The owner of the vehicle later reported the vehicle as stolen. Damage was estimated at \$7,750 and no injuries were reported. The eleventh collision occurred at 1st Ave S & 4th Street. This collision occurred when a vehicle travelling east on 4th Street reportedly was unable to stop for the stop sign at Hwy 1 because of slick road conditions, entered the intersection as a vehicle travelling south on Hwy 1 was passing through the intersection and was struck by the 1st vehicle. Damage was estimated at \$9,000 and no injuries were



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reported. The twelfth collision occurred at 1st Street & Lisbon Road and resulted when a vehicle travelling on Lisbon Road was approaching the stop sign at 1st Street E and was unable to stop because of slippery road conditions and collided with a vehicle that was stopped at the stop sign. Damage was estimated at \$6,000 and no injuries were reported. The thirteenth collision occurred when a vehicle was backing out of the Post Office parking lot, and collided with a parked vehicle on 2nd Street SW. The striking vehicle then left the scene without reporting the collision. A witness observed the collision and reported the plate information to police. Officers were able to locate the vehicle and driver. Damage was estimated at \$4,000 and no injuries were reported. The final collision for the month occurred in the 1700 block of Palisades Road when a vehicle backing out of the driveway collided with a vehicle parked on Palisades Rd. Damage was estimated at \$6,000 and no injuries were reported.

Incidents/Arrest

There were 22 reported incidents in February. Reports included hit & run, child welfare, counterfeit currency, theft, possession of controlled substance, possession of drug paraphernalia, public intoxication, voluntary committal, providing tobacco to minor, emergency committal, threats, OWI, assault, driving while license is under suspension, and domestic disturbance.

Additionally our office had 8 arrests in February. Arrests occurred for criminal mischief, possession of controlled substance, possession of drug paraphernalia, OWI, public intoxication, and threats.

Community Service:

- Chief Shannon assisted MVCSD with Hazard Mitigation Planning on 2/6/2018 & 2/27/2018
- Mount Vernon Police Dept. received a \$1,000 AED Grant from Alliant Energy Foundation
- Chief Shannon attended a PSAP consolidation meeting at Marion PD on 2/9/2018, Marion PD will be requesting funding from the 911 Service Board to proceed with Phase II of the consolidation study for Linn County. (This funding was approved in the March 911 Service Board meeting.)
- Chief Shannon attended MAGNUS Leadership training at EMA on 2/28/18 & 3/1/18.

LISBON

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

- Patrol: 2,373 minutes
- Calls for service: 394 minutes (9 calls for service)
- Administrative time: 120 minutes

Total time for February: 48.116 hrs x \$40/hr = \$1,924.67

Respectfully Submitted,

Chief of Police



Public Works Report
3/19/18

Street Work

City staff has gone around town and placed some cold patch in numerous pot holes. We are still working on this project when weather allows. The department is working on converting a trailer into a cold patch cart. They will add heat and a lid to this trailer so in the winter when we do pot hole repairs we can have flowable cold patch. The cart will allow the city to go away from stocking cold patch in bags. This will allow us to buy cold patch in bulk hopefully saving cost in the future.

Water Department

City crews replaced a curb stop at 224 2nd Avenue SW.

Snow Removal

On March 5th crews dealt with a storm that had a combination of rain, ice, sleet and snow. The storm was an all-day storm. The crews were able to go home around 7 pm. We received a total of about 1.5 inches of snow. The following day March 6th we had a light snow start around 6 am. Crews were able to put salt on the roads to keep the roads wet as we never received enough snow to justify the plows being used.

To date Salt used is 192 tons. This is salt/sand mix plus brine (17,950 gallons) plus straight salt put on the roadway. The city had roughly 19 to 20 different events. This takes into account if the experts called for an event and we pretreated the streets with brine but no event happened.

Dog Park

Crews removed old mulch and mud from the dog park entrance. They replaced the mulch leading to the dog park as well. During the fall and spring months crews continually fight the wet conditions trying to keep the dog park entrance tolerable.

Tree Work

Tree work slowly continues in the southwest quadrant.



Parks and Recreation Department
Directors Report
February 15 – March 15

Parks

- ***Working with Nick Nissen on master parks project list for full and part-time help***
- ***Ballpark maintenance and batting cages install will begin soon.***
- ***Working with Eagle Scout to take on shade shelter project at Dog Park***

Sports

- ***Spring soccer registration started Feb 1st. Practices will start week of March 19th (weather pending) and first game will be week of April 2nd. Currently we have 22 teams with 190 kids registered.***
- ***Baseball / Softball...We are preparing for our fifth season with the new league created with Anamosa, Central City, Springville, Center Point, Vinton, Monticello, Shellsburg, and Alburnett. Attended meetings in February and March preparing for the season.***

Pool

- ***Swim lesson dates are published and sign up dates are April 7th 8-11am, April 10th 4:30—7:30pm, and April 14th 1-4pm all taking place in the basement of City Hall.***
- ***Employment ad to hire Lifeguards, Pool House, Concessions, Assistant Pool Managers, and Swim Team coach is out.***



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Misc

Chalk the Walk

- ***Ongoing meetings...weekly meetings will begin in April***
- ***Exciting piece selected as the Community Piece...Cinco de Mayo theme.***

Events and Classes

- ***Easter Egg Dash March 31st 10am ..partnering with Volunteer Firefighters who are hosting the Pancake Breakfast fundraiser again.***
- ***Spring Clean-up scheduled for April 28th***
- ***Working to secure Summer Camps/Classes***
 - ***Lego Camp***
 - ***Clay and Art Camps***
 - ***Sports Camps***
 - ***Cooking with Science -Cookie Challenge***
 - ***STEM Power – Be the Engineer***
 - ***STEM Power-Bridge Building Challenge***

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE: March 19, 2018

AGENDA ITEM: Listening Posts

ACTION: None

SYNOPSIS: Councilperson Rose has provided a proposed yearly schedule for Saturday morning listening posts for your discussion.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 3/13/18

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
March 19, 2018**

- ImOn Communications will be in Mt. Vernon to meet with staff on March 19, 2018. The developers of Spring Meadow Heights have shown interest in their services and we will discuss potential cost share scenarios.
- Staff will provide the Council with any updates we receive from the Enhance Iowa Board meeting.
- Spring brush pick up will begin week of March 26, 2018. The Schedule will be Monday (NW Quadrant), Tuesday (NE Quadrant), Wednesday (SW Quadrant), and Thursday (SE Quadrant).
- One final reminder of the joint planning commission/city council meeting scheduled for March 21, 2018. Confluence will be here to discuss the by-pass area. The next by-pass steering committee meeting is set for April 4, 2018.
- Staff has been working on an application to the Hall-Perrine Foundation for the Community Wellness Center (application is due the second week of April).
- The MVCWC fundraising committee has already received/pledged over \$25,000 in funds. As this is a dollar for dollar match, this means they have just over \$50,000 in pledged/received funds.