

# City of Mt. Vernon, Iowa

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

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

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

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

- D. Consent Agenda**

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

- 1. Approval of City Council Minutes – February 20, 2018 Regular Council Meeting

- E. Public Hearing**

- 1. Public Hearing to Approve the City of Mt. Vernon Fiscal Year 2018-2019 Proposed Budget
  - i. Close Public Hearing – proceed to G-1

- F. Ordinance Approval/Amendment**

- 1. None

- G. Resolutions for Approval**

- 1. Resolution #3-5-2018A: Approving the City of Mt. Vernon Fiscal Year 2018-2019 Budget
- 2. Resolution #3-5-2018B: Fixing Date for a Public Hearing on the Proposal to Enter into a Development Agreement with BBAJ Inc.

- H. Mayoral Proclamation**

- 1. Proclamation Celebrating the 50<sup>th</sup> Anniversary of Municipal Home Rule in Iowa

- I. Old Business**

- 1. None

- J. Motions for Approval**

- 1. Consideration of Claims List – Motion to Approve

2. Discussion and Consideration of Maintenance Quotation for Lift Station Pump – Council Action as Needed
3. Discussion and Consideration of Chalk Purchase for the Chalk the Walk Event – Council Action as Needed
4. Discussion and Consideration of Radio and Repeater Equipment Purchase – Council Action as Needed

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

1. None

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

1. Quiet Zone Designation – Dave Schechinger

**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 February 20, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, Christensen, and Rose.

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

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

**Consent Agenda.** Motion made by West, seconded by Christensen to approve the Consent Agenda. Carried all.

Approval of City Council Minutes – February 5, 2018 Regular Council Meeting\Approval of Liquor License – Kernoustie Golf Club

Approval of Cigarette License – Yock's Landing

#### **Public Hearing**

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

Close Public Hearing – proceed to F-2. As there were no comments from the public Mayor Hampton closed the Public Hearing.

Public Hearing on the Proposal to Enter into a Development Agreement with Midwest Development Co. 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.

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

Ordinance #1-15-2018A: Amending Chapter 90.03 Mandatory Connections of the Mt. Vernon Municipal Code. Nobsisch stated there were no significant changes other than a typo, and he has not received any other comments.

Motion to approve third reading and final reading. Motion made by Rose to approve the third and final reading of Ordinance #1-15-2018A, seconded by Wieseler. Christensen wanted to restate that he finds prohibition of commercial and agricultural use inappropriate. Roll call vote. Ayes: Rose, Wieseler, West, Roudabush. Nays: Christensen.

Ordinance #2-20-2018A: Amending and Correcting Ordinance 11-6-2017A for Providing that General Property Taxes Levied and Collected Each Year on All Property Located Within the Amended Mount Vernon Urban Renewal Area, in the City of Mount Vernon, County of Linn, Date of Iowa, by and for the Benefit of the State of Iowa, City of Mount Vernon, County of Linn, Mount Vernon Community School District, and Other Taxing Districts, be Paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by the City in Connection with the Amended Mount Vernon Urban Renewal Area (Amendment No. 5 to the Mount Vernon Urban Renewal Plan). Nobsisch stated this is a cleanup ordinance for a legal description that was already passed, and recommended proceeding with the approval, waive the 2<sup>nd</sup> and 3<sup>rd</sup> reading and proceed to the final reading. Motion made by Rose to approve Ordinance #2-20-2018A amending Ordinance 11-6-2017A, seconded by Wieseler. Roll call vote: Ayes Roudabush, West, Wieseler, Christensen, and Rose. Motion passes.

Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after a vote of the second reading). Motion made by Rose to approve suspending the rules and approve the second and third reading of Ordinance #2-20-2018A amending/correcting Ordinance 11-6-2017A. Seconded by Roudabush. Roll call vote. Ayes: Christensen, Roudabush, Rose, West, Wieseler. Motion passes.

### Resolutions for Approval

Resolution #2-20-2018A: Approving and Authorizing Execution of a Development Agreement by and between the City of Mount Vernon and Midwest Development Co. Nobsisch stated this is the final public hearing and document between the City and Midwest Development for Spring Meadow Heights. This will be a phased development with the overall rebates up to \$675,000 over the five phases. Phase one is under construction today and does not see why they cannot reach that if everything goes well. Rose asked if construction has started. Nobsisch stated that not on housing but on infrastructure such as water and sewer. No comments from the public. Motion made by Wieseler to approve Resolution #2-20-2018A between the City and Midwest Development Co, seconded by Christensen. Roll call vote. Ayes: Wieseler, Rose, Roudabush, West, and Christensen. Motion Passes.

### Motions for Approval

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

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
AIRGAS	CYLINDER RENTAL FEE-RUT,WAT,SEW	59.80
ALLIANT ENERGY	ENERGY USAGE-WAT	2,666.05
ALLIANT ENERGY	ENERGY USAGE-RUT	1,439.74
ALLIANT ENERGY	ENERGY USAGE-PD	642.64
ALLIANT ENERGY	ENERGY USAGE-FD	559.79
ALLIANT ENERGY	ENERGY USAGE-P&REC	142.16
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	118.69
ALLIANT ENERGY	ENERGY USAGE-POOL	51.74
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,913.97
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,886.86
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,532.63
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	677.76
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	49.40
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	43.21
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	37.37

ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	31.93
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	29.83
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	18.84
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	11.11
ALLIED GLASS PRODUCTS INC	DOOR LOCK REPAIR-FD	150.00
AVENET LLC	WEBSITE HOSTING,MAINT,SUPPORT	700.00
BAUER BUILT TIRE	TIRES-RUT	995.78
BEN BRANNAMAN	REFEREE-P&REC	195.00
CARTER RODMAN	REFEREE-P&REC	135.00
CENTURY LINK	PHONE CHARGES-PD	51.41
CENTURY LINK	PHONE CHGS-FD	68.70
COGRAN SYSTEMS	ONLINE REG FEES-P&REC	104.00
COMFORT SOLUTIONS	FURNACE-WAT	2,983.25
CREATIVE PRODUCT SOURCING	DARE-PD	289.10
DIESEL TURBO SERVICE	VEHICLE/EQUIP REPAIRS-RUT	117.95
DIESEL TURBO SERVICES INC	WIRELESS CONTROLS/LEAF VAC-SW	1,964.86
DIESEL TURBO SERVICES INC	F250/FLUSH SYSTEM-RUT	484.72
DIESEL TURBO SERVICES INC	FITTINGS-RUT	63.21
FRANCESCA THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS	UNIFORMS-PD	51.55
GOLDEN RULE CREATIONS	EMBLEMS-PD	292.28
GROUP SERVICES INC	INSURANCE-ALL DEPTS	23,980.94
HAWKEYE WELD & REPAIR	PLOW REPAIR-RUT	135.77
IAMU	MEMBERSHIP-PW	832.07
IOWA ONE CALL	LOCATES-WAT,SEW	52.20
IOWA POLICE CHIEFS ASSOCIATION	CONFERENCE-PD	135.00
IOWA SOLUTIONS	COMPUTER MAINT-PD	561.18
IOWA SOLUTIONS	COMPUTER MAINT-P&A	250.00
JAY ARNOLD	REFEREE-P&REC	135.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	7.50
JORDAN AXTELL	REFEREE-P&REC	195.00
KIRKWOOD COMMUNITY COLLEGE	CONFERENCE-EMA	175.00
LYNCH FORD	VEHICLE MAINT-PD	203.11
LYNCH FORD	VEHICLE MAINT-PD	43.84
MEDIACOM	PHONE/INTERNET-P&A	256.51
MEDIACOM	PHONE/INTERNET-RUT	169.03
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
NORTHWAY CORP	CHLORINE BOOSTER PUMP-WAT	1,833.22
OPN ARCHITECTS	WELLNESS CENTER/STUDY PHASE I	31,039.16
PAYROLL	CLAIMS	58,658.22
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	129.16
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	66.42
ROTO ROOTER	HYDRO VAC MAIN BREAK-WAT	700.00
STAPLES	TONER-P&A	362.74
STAPLES	TYPEWRITER-P&A	149.99
STAPLES	SUPPLIES-PD	19.13
STATE HYGENIC LAB	TESTING-SEW	2,213.50
TASC	ADMIN FEE-ALL DEPTS	256.83
TEMP VENDOR	TOBACCO COMPLIANCE CHECK-PD	50.00
TOTAL TREE CARE	REMOVAL-RUT	1,500.00
TOTAL TREE CARE	TRIMMING-RUT	1,100.00
TOTAL TREE CARE	REMOVAL-RUT	1,000.00
TRASH STICKERS INC	50,000 TAGS-SW	1,215.00

VAN METER	EQUIPMENT-SEW	426.17
VAN METER	LED BULBS-P&A	124.98
WEX BANK	FUEL-PD,WAT,SEW	1,543.10
	TOTAL	154,646.77

### Reports to be Received/Filed

Mt. Vernon Police Report. Copy of report on file at City Hall.

Mt. Vernon Public Works Report. Rose asked about the process or plan for the Ash trees in Mount Vernon. Rose asked as we prolong the life of the Ash trees is there a plan for a phased removal over time. Nobsisch stated there is a plan, as they treat the Ash trees they are taking an inventory of the condition of the Ash trees for monitoring. Nobsisch stated that the Ash trees are quite large and may not be able to be removed by City, and there is a plan in place for a removal of 5-6 trees per year as needed. Rose stated that as long as we are in a proactive mode. Nissen stated that the trees are rated in condition on a scale of 1-5 with 5 being the worst and possibly ready for removal but to keep up the inoculation to stay off the Emerald Ash Borer at this time and buy more time for the trees and prevent spreading over time. Christensen thought the inoculations and the tree removals should be placed in the budget for future expenses. Nobsisch stated that we are scheduling to remove 3-4 per year, but wanted to have a replacement plan in place as well. Nissen stated they have a plan to remove the appropriate trees and have replacement trees placed with removal. Nobsisch stated that diversification of the trees being planted is important to reduce the percentage of tree loss in the future.

Mt. Vernon Parks and Rec Report. Copy of report on file at City Hall.

### Discussion Items (No Action)

Garbage Collection. Nobsisch stated that it is contract time with our current waste hauler Wapsi Waste and discussion needs to be started on how we want to move forward with a contract for the City of Mt Vernon, either with an extension or new contract with a new hauler using a bid process. Nobsisch stated that we currently have a pay as you throw program, and others may have a more automated system where there are no tags and there is a straight charge on the bill. Nobsisch stated that a straight charge for homeowners that put out 2 or more cans a week could cost less, but if your garbage amount is less than that you may end up paying more. West stated that she has talked with residents who are proud of the amount of recycling they can produce and less garbage and therefore not using tags each week. Christensen stated that the tag system promotes recycling. Nobsisch stated that with the automated system the containers come in multiple sizes and the City or the homeowner chooses the container size. West asked if there would be any change on what is recycled, such as glass separation. Christensen stated that it's dictated by the dump. Wieseler stated it's a debate on using a large hauler or company or going with a more local or smaller company. Nobsisch stated that no decisions need to be made tonight, but he must bring forward that there are other options that could be considered, but it would bring changes. Nobsisch stated that a decision would need to be made by the end of March or first part of April on the direction of either renewal or opening it up for bid. Christensen asked if there was a committee that could be used to make some decisions. Nobsisch stated there is not a designated committee for this. Christensen stated it should be a work session or committee so there is a detailed discussion that Council may not have. Nobsisch stated it's necessary to start the discussion. West asked if there were a lot of complaints on garbage costs or on pick up. Nobsisch stated the communication of the tag system is more of what he hears than on the complaint side of things. Roudabush stated that he does not feel residents recycle glass that they should because you have to separate. It was explained that Wapsi does recycle the glass but it's separated so the hauler does not get cut by broken glass as they separate it. Rose stated that a committee would be a good idea to help to

make the decision and take the time to weigh the options. Nosbisch thinks a work session may be better to discuss the amount of information to consider. Wieseler stated he would like to add composting to the discussion.

Budget. Nosbisch stated he kept it on the agenda in case there were any questions, but there are no significant changes made. Budget documents will be at the next Council meeting and have to be certified by March 15, 2018.

**Reports of Mayor/Council/Administrator**

City Administrator's Report. Nosbisch stated that Confluence will be here on the 21<sup>st</sup> to kick start the conversation with the landowners, who were sent letters to join the meeting or schedule a one on one meeting. Next week the Wellness Center Fund Raising Group will kick off their first meeting. Nosbisch stated he had a positive presentation to Enhance Iowa and was asked to approach Linn County for more money, which he did follow up on. He will return in March to see what progress is made on the application made. Nosbisch met with the architects to go over the numbers they provided which were spot on. Nosbisch asked if the finance committee would be willing to meet on March 5, 2018 @ 5:30 to have a conversation with EMC Insurance to see if it's worth exploring switching insurance companies. The City is currently with ICAP.

**Adjournment.** As there was no further business to attend to, the meeting adjourned the time being 7:31 pm, February 20, 2018.

Respectively submitted,  
Meridith Hoffman  
Administrative Assistant

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & G – 1**

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

<b>DATE:</b>	March 5, 2018
<b>AGENDA ITEM:</b>	Public Hearing – Resolution #3-5-2018A
<b>ACTION:</b>	Motion

**SYNOPSIS:** Please see the attached power point presentation regarding the fiscal year 2018-2019 budget (sent as a separate document). The state budget forms have been included with the resolution.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** See Power Point Presentation

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 3/1/18

## **G. Resolutions for Approval**

**RESOLUTION NO. 3-5-2018A**

**RESOLUTION APPROVING THE CITY OF MT. VERNON FISCAL YEAR 2016-2017  
ANNUAL BUDGET**

WHEREAS, the City of Mt. Vernon, Iowa is responsible to approve and certify an annual operating budget, and

WHEREAS, the City Council of the City of Mt. Vernon, Iowa is required to hold a public hearing on such budget, and

WHEREAS, the City Council of the City of Mt. Vernon, Iowa hereby acknowledges the Budget Certification Sheet as shown in Exhibit "A," attached hereto and made a part thereof, to be accurate and final,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that effective upon receipt of this Resolution by the State of Iowa Department of Management and the Linn County Auditor, that the fiscal year 2018-2019 annual budget for the City of Mt. Vernon be approved.

APPROVED this 5<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
Mayor

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

# 57-548

## Adoption of Budget and Certification of City Taxes

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

Resolution No. \_\_\_\_\_

The City of: Mount Vernon

County Name: LINN

Date Budget Adopted: \_\_\_\_\_

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

Telephone Number \_\_\_\_\_ Signature \_\_\_\_\_

County Auditor Date Stamp \_\_\_\_\_

**January 1, 2017 Property Valuations**

	With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	137,810,838	135,554,928	4,506
DEBT SERVICE	154,894,315	152,638,405	
Ag Land	1,308,536		

### TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General Levy	5 1,116,268	1,097,995	43 8.10000
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6	0	44 0
12(10)	0.85000	Opr & Maint publicly owned Transit	7	0	45 0
12(11)	Armt Nec	Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9	0	47 0
12(13)	0.06750	Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11	0	49 0
12(16)	0.08750	Levee Impr. fund in special charter city	13	0	51 0
12(17)	Armt Nec	Liability, property & self insurance costs	14 187,301	184,235	52 1.35912
12(21)	Armt Nec	Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000	Memorial Building	16	0	54 0
12(3)	0.13500	Symphony Orchestra	17	0	55 0
12(4)	0.27000	Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted	County Bridge	19	0	57 0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375	Aid to a Transit Company	21	0	59 0
12(18)	0.20600	Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000	City Emergency Medical District	463	0	466 0
12(20)	0.27000	Support Public Library	23 37,209	36,600	61 0.27000
28E.22	1.50000	Unified Law Enforcement	24	0	62 0
<b>Total General Fund Regular Levies (5 thru 24)</b>			25 1,340,778	1,318,830	
384.1	3.00375	Ag Land	26 3,931	3,931	63 3.00375
<b>Total General Fund Tax Levies (25 + 26)</b>			27 1,344,709	1,322,761	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 37,209	36,600	64 0.27000
384.6	Armt Nec	Police & Fire Retirement	29	0	0
	Armt Nec	FICA & IPERS (if general fund at levy limit)	30 98,257	96,648	0.71288
Rules	Armt Nec	Other Employee Benefits	31 222,136	218,500	1.81189
<b>Total Employee Benefit Levies (28,30,31)</b>			32 320,393	315,148	65 2.32487
<b>Sub Total Special Revenue Levies (28+32)</b>			33 357,802	351,748	
Valuation					
388	As Req	With Gas & Elec			
		Without Gas & Elec			
	SSMID 1 (A)		34	0	66 0
	SSMID 2 (A)		35	0	67 0
	SSMID 3 (A)		36	0	68 0
	SSMID 4 (A)		37	0	69 0
	SSMID 5 (A)		555	0	565 0
	SSMID 6 (A)		556	0	568 0
	SSMID 7 (A)		1177	0	### 0
	SSMID 8 (A)		1185	0	### 0
<b>Total Special Revenue Levies</b>			39 357,802	351,748	
384.4	Armt Nec	Debt Service Levy 76.10(6)	40 0	0	70 0
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 93,022	91,500	71 0.67500
<b>Total Property Taxes (27+39+40+41)</b>			42 1,795,333	1,766,009	72 12.99899

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

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

(County Auditor)

**CHECK CITY VALUATIONS**  
 Taxable Valuations By Class By Levy Authority  
 100% Valuations By Class By Levy Authority

**Commercial & Industrial Replacement Claim Estimation**

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of Mount Vernon

	(A) Commercial - Non-TIF	(B) Commercial - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1 Taxable	25,447,430	2,700,039	738,998	73,972
2 100% Assessed	28,574,928	2,700,039	829,328	73,972

**REPLACEMENT \$ FILLS TO:**

3 General Fund	\$23,480	REVENUES, LINE 18, COL (C)
4 Special Fund	\$6,263	REVENUES, LINE 18, COL (D)
5 Debt Fund	\$0	REVENUES, LINE 18, COL (F)
6 Capital Reserve Fund	\$1,629	REVENUES, LINE 18, COL (G)

**REPLACEMENT PAYMENT PERCENTAGE**

Beginning in FY 2017-2018, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.

- 81%
- 80%
- 79%
- 78%
- 77%
- 76%
- 75%

\* Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.

(A) General	(B) Special Revenue	(C) TIF So. Revenue	(D) Debt Service	(E) Capital Projects	(F) Proprietary
18	\$18,200	\$8,578		\$500,000	

# Commercial & Industrial Replacement Claim Estimation

For SSMIDs

The City of Mount Vernon

SSMID	(A)		(B)		Replacement \$
	Taxable Assessed	Commercial - Reg	Industrial - Reg	Industrial - Reg	
SSMID 1	1				\$0
	2				
SSMID 2	1				\$0
	2				
SSMID 3	1				\$0
	2				
SSMID 4	1				\$0
	2				
SSMID 5	1				\$0
	2				
SSMID 6	1				\$0
	2				
SSMID 7	1				\$0
	2				
SSMID 8	1				\$0
	2				

1	Special Fund	REPLACEMENT \$	\$0
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Fund Balance Worksheet for City of

Mount Vernon

		(1) Annual Report FY 2017				(2) Re-Estimated FY 2018				(3) Budget FY 2019									
		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)	General (A)	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
1	Beginning Fund Balance July 1	1,315,501	745,899	485,633	106,135	2,105,890	87,875	4,856,933	1,355,753	6,212,686	1,538,232	862,214	570,353	157,544	2,394,670	89,245	5,612,258	1,353,845	6,966,103
2	Actual Revenues Except Beg Bal	1,909,602	1,091,643	742,366	1,374,313	922,809	1,370	6,042,103	1,962,909	8,005,012	2,104,575	1,092,750	700,000	961,485	1,403,886	1,500	6,264,196	2,011,600	8,275,796
3	Actual Expenditures Except End Bal	1,686,871	975,328	667,646	1,322,904	634,029	0	5,286,778	1,964,817	7,251,595	1,938,565	1,032,292	999,231	961,485	1,134,037	0	6,065,610	1,984,965	8,050,575
4	Ending Fund Balance June 30	1,538,232	862,214	570,353	157,544	2,394,670	89,245	5,612,258	1,353,845	6,966,103	1,704,242	922,672	271,122	157,544	2,664,519	90,745	5,810,844	1,380,480	7,191,324
		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total	General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
5	Beginning Fund Balance	1,538,232	862,214	570,353	157,544	2,394,670	89,245	5,612,258	1,353,845	6,966,103	1,704,242	922,672	271,122	157,544	2,664,519	90,745	5,810,844	1,380,480	7,191,324
6	Re-Est Revenues	2,104,575	1,092,750	700,000	961,485	1,403,886	1,500	6,264,196	2,011,600	8,275,796	2,330,245	927,593	600,000	970,767	9,138,651	0	13,967,256	2,079,350	16,046,606
7	Re-Est Expenditures	1,938,565	1,032,292	999,231	961,485	1,134,037	0	6,065,610	1,984,965	8,050,575	2,234,075	1,184,725	305,639	970,766	9,006,814	0	13,702,019	2,173,371	15,875,390
8	Ending Fund Balance	1,704,242	922,672	271,122	157,544	2,664,519	90,745	5,810,844	1,380,480	7,191,324	1,800,412	665,540	565,483	157,545	2,796,356	90,745	6,076,081	1,286,459	7,362,540
9	Beginning Fund Balance	1,704,242	922,672	271,122	157,544	2,664,519	90,745	5,810,844	1,380,480	7,191,324	1,704,242	922,672	271,122	157,544	2,664,519	90,745	5,810,844	1,380,480	7,191,324
10	Revenues	2,330,245	927,593	600,000	970,767	9,138,651	0	13,967,256	2,079,350	16,046,606	2,330,245	927,593	600,000	970,767	9,138,651	0	13,967,256	2,079,350	16,046,606
11	Expenditures	2,234,075	1,184,725	305,639	970,766	9,006,814	0	13,702,019	2,173,371	15,875,390	2,234,075	1,184,725	305,639	970,766	9,006,814	0	13,702,019	2,173,371	15,875,390
12	Ending Fund Balance	1,800,412	665,540	565,483	157,545	2,796,356	90,745	6,076,081	1,286,459	7,362,540	1,800,412	665,540	565,483	157,545	2,796,356	90,745	6,076,081	1,286,459	7,362,540

\* The figures in section (1) are taken from FORM F-66(A-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2017

\*\* The remaining two sections are filled in by the software once ALL worksheets are completed.

CITY OF Mount Vernon

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used

	Request with Utility Replacement (A)	Property Taxes Levied (B)
1	Portion of General Fund Levy Used for Emerg. Mgmt. Comm. <input type="text"/>	<u>0</u>
2	Support of a Local Emerg.Mgmt.Comm. <u>0</u>	<u>0</u>
3	<b>TOTAL FOR FISCAL YEAR 2018</b>	<b>0</b>

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1  
 RE-ESTIMATED Fiscal Year Ending 2018

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	RE-ESTIMATED 2018 (J)	ACTUAL 2017 (K)
<b>PUBLIC SAFETY</b>										
Police Department/Crime Prevention	1	755,043							755,043	624,529
Jail	2								0	0
Emergency Management	3	10,400							10,400	14,825
Flood Control	4								0	0
Fire Department	5	72,680							72,680	71,906
Ambulance	6	13,525							13,525	13,500
Building Inspections	7	15,000							15,000	14,486
Miscellaneous Protective Services	8								0	0
Animal Control	9	800							800	698
Other Public Safety	10								0	0
<b>TOTAL (lines 1 - 10)</b>	<b>11</b>	<b>867,448</b>	<b>0</b>						<b>867,448</b>	<b>739,944</b>
<b>PUBLIC WORKS</b>										
Roads, Bridges, & Sidewalks	12		369,675						369,675	321,591
Parking - Meter and Off-Street	13								0	0
Street Lighting	14		51,500						51,500	42,997
Traffic Control and Safety	15								0	0
Snow Removal	16		18,000						18,000	17,581
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport	19								0	0
Garbage <i>(if not Enterprise)</i>	20								0	0
Other Public Works	21								0	0
<b>TOTAL (lines 12 - 21)</b>	<b>22</b>	<b>0</b>	<b>439,175</b>						<b>439,175</b>	<b>382,169</b>
<b>HEALTH &amp; SOCIAL SERVICES</b>										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
<b>TOTAL (lines 23 - 29)</b>	<b>30</b>	<b>0</b>	<b>0</b>						<b>0</b>	<b>0</b>
<b>CULTURE &amp; RECREATION</b>										
Library Services	31	75,000							75,000	65,000
Museum, Band and Theater	32	1,000							1,000	1,000
Parks	33	225,640							225,640	212,781
Recreation	34	167,184							167,184	178,833
Cemetery	35	24,000							24,000	21,444
Community Center, Zoo, & Marina	36	12,998							12,998	12,998
Other Culture and Recreation	37	32,750							32,750	24,387
<b>TOTAL (lines 31 - 37)</b>	<b>38</b>	<b>538,572</b>	<b>0</b>						<b>538,572</b>	<b>516,443</b>

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2  
 RE-ESTIMATED Fiscal Year Ending 2018

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	RE-ESTIMATED	ACTUAL
		(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2018	2017
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
<b>GOVERNMENT ACTIVITIES CONT.</b>										
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>										
	38	2,500							2,500	2,325
	40	85,000							85,000	69,566
	41								0	0
	42	7,300							7,300	5,960
	43								0	0
	44								0	0
	45	94,800	0	0			0		94,800	77,851
<b>GENERAL GOVERNMENT</b>										
	46	9,045							9,045	8,461
	47	259,500							259,500	220,049
	48	3,500							3,500	0
	49	50,000							50,000	21,970
	50	115,200							115,200	100,655
	51		180,000						180,000	135,601
	52	500							500	1,498
	53	437,745	180,000	0			0		617,745	488,234
	54				961,485				961,485	1,322,904
	55		79,500			807,752			887,252	464,941
	56								0	0
	57	0	79,500	0		807,752			887,252	464,941
	58	1,938,565	698,675	0	961,485	807,752			4,406,477	3,992,486
<b>BUSINESS TYPE ACTIVITIES</b>										
<b>Proprietary: Enterprise &amp; Budgeted ISF</b>										
	59									
	60								579,625	433,068
	61								561,500	460,795
	62								0	0
	63								0	0
	64								445,300	376,232
	65								0	0
	66								0	0
	67								0	0
	68								58,450	134,910
	69								0	0
	70								0	0
	71								0	0
	72								0	0
	73								0	0
	74	1,938,565	698,675	0	961,485	807,752			1,644,875	1,405,005
	75		333,617			326,285			6,051,352	5,397,491
	76			999,231				340,080	999,992	1,186,458
	77	0	333,617	999,231	0	326,285		340,080	1,999,223	667,646
	78	1,938,565	1,032,282	999,231	961,485	1,134,037		1,984,965	8,050,575	7,251,959
	79	1,704,242	922,672	271,122	157,544	2,684,519	90,745	1,380,480	7,191,324	6,966,103

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

**RE-ESTIMATED REVENUES DETAIL**  
**RE-ESTIMATED Fiscal Year Ending 2018**

**Fiscal Years**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	RE-ESTIMATED	ACTUAL
		(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2018	2017
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>										
1 Taxes Levied on Property		1,217,302	500,000			92,322			1,809,624	1,658,629
2 Less: Uncollected Property Taxes - Levy Year									0	0
3 Net Current Property Taxes (lines 1 minus line 2)		1,217,302	500,000			92,322			1,809,624	1,658,629
4 Delinquent Property Taxes									0	0
5 TIF Revenues				700,000					700,000	747,473
6 Other City Taxes:										
7 Utility Tax Replacement Excise Taxes										
8 Utility franchise tax ( Iowa Code Chapter 364.2)		22,000							22,000	0
9 Parimutuel wager tax									0	0
10 Gaming wager tax									0	0
11 Mobile Home Taxes		3,650							3,650	3,228
12 Hotel/Motel Taxes		70,000							70,000	72,073
13 Other Local Option Taxes						610,000			610,000	644,502
14 Subtotal - Other City Taxes (lines 6 thru 13)		95,650	0		0	610,000			705,650	719,804
15 Licenses & Permits		21,100							21,100	53,464
16 Use of Money & Property		82,400						5,000	87,400	80,571
17 Intergovernmental:										
18 Federal Grants & Reimbursements					46,879				46,879	46,812
19 Road Use Taxes			575,000						575,000	559,391
20 Other State Grants & Reimbursements		33,700	9,015			1,564			44,279	54,631
21 Local Grants & Reimbursements									0	0
22 Subtotal - Intergovernmental (lines 16 thru 21)		33,700	584,015	0	46,879	1,564			566,158	660,934
23 Charges for Fees & Service:										
24 Water Utility								686,500	686,500	645,967
25 Sewer Utility								804,000	804,000	775,410
26 Electric Utility								0	0	0
27 Gas Utility								0	0	0
28 Parking								0	0	0
29 Airport								285,000	285,000	292,643
30 Landfill/Garbage								0	0	0
31 Hospital								0	0	0
32 Transit								0	0	0
33 Cable TV, Internet & Telephone								0	0	0
34 Housing Authority								0	0	0
35 Storm Water Utility								80,000	80,000	78,095
36 Other Fees & Charges for Service		203,700						0	203,700	175,431
37 Subtotal - Charges for Services (lines 21 thru 33)		203,700	0	0	0	0	0	1,955,500	2,059,200	1,967,546
38 Special Assessments									0	0
39 Miscellaneous		66,106	8,735					1,500	227,441	268,997
40 Other Financing Sources:										
41 Regular Operating Transfers In		384,617			615,375				989,992	1,186,458
42 Internal TIF Loan Transfers In					299,231	700,000			989,231	667,646
43 Subtotal ALL Operating Transfers In		384,617	0	0	914,606	700,000			1,989,223	1,854,104
44 Proceeds of Debt (Excluding TIF Internal Borrowing)									0	0
45 Proceeds of Capital Asset Sales									0	0
46 Subtotal-Other Financing Sources (lines 36 thru 39)		384,617	0	0	914,606	700,000	0	0	1,989,223	1,854,104
47 Total Revenues except for beginning fund balance		2,104,575	1,092,750	700,000	961,485	1,403,686	1,500	2,011,600	8,275,796	8,005,012
48 (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)									6,986,103	6,212,688
49 Beginning Fund Balance July 1		1,538,232	862,214	570,353	157,544	2,394,670	89,245	1,353,845	15,241,899	14,217,688
50 TOTAL REVENUES & BEGIN BALANCE (line 41+42)		3,642,807	1,954,964	1,270,353	1,119,029	3,798,356	90,745	3,365,445	15,241,899	14,217,688

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2019 (J)	RE-ESTIMATED 2018 (K)	ACTUAL 2017 (L)	
												Fiscal Years
<b>PUBLIC SAFETY</b>												
Police Department/Crime Prevention	1	821,540							821,540	755,043	624,529	
Jail	2								0	0	0	
Emergency Management	3	10,400							10,400	10,400	14,825	
Flood Control	4								0	0	0	
Fire Department	5	83,050							83,050	72,880	71,906	
Ambulance	6	13,500							13,500	13,525	13,500	
Building Inspections	7	35,000							35,000	15,000	14,466	
Miscellaneous Protective Services	8								0	0	0	
Animal Control	9	800							800	800	698	
Other Public Safety	10								0	0	0	
<b>TOTAL (lines 1 - 10)</b>	<b>11</b>	<b>964,290</b>	<b>0</b>						<b>964,290</b>	<b>867,448</b>	<b>739,944</b>	
<b>PUBLIC WORKS</b>												
Roads, Bridges, & Sidewalks	12		470,108						470,108	369,675	321,591	
Parking - Meter and Off-Street	13								0	0	0	
Street Lighting	14		48,000						48,000	51,500	42,997	
Traffic Control and Safety	15								0	0	0	
Snow Removal	16		19,000						19,000	18,000	17,581	
Highway Engineering	17								0	0	0	
Street Cleaning	18								0	0	0	
Airport	19								0	0	0	
Garbage	20								0	0	0	
Other Public Works	21								0	0	0	
<b>TOTAL (lines 12 - 21)</b>	<b>22</b>	<b>0</b>	<b>537,108</b>						<b>537,108</b>	<b>439,175</b>	<b>382,169</b>	
<b>HEALTH &amp; SOCIAL SERVICES</b>												
Welfare Assistance	23								0	0	0	
City Hospital	24								0	0	0	
Payments to Private Hospitals	25								0	0	0	
Health Regulation and Inspection	26								0	0	0	
Water, Air, and Mosquito Control	27								0	0	0	
Community Mental Health	28								0	0	0	
Other Health and Social Services	29								0	0	0	
<b>TOTAL (lines 23 - 29)</b>	<b>30</b>	<b>0</b>	<b>0</b>						<b>0</b>	<b>0</b>	<b>0</b>	
<b>CULTURE &amp; RECREATION</b>												
Library Services	31	85,000							85,000	75,000	65,000	
Museum, Band and Theater	32	1,000							1,000	1,000	1,000	
Parks	33	235,345							235,345	225,640	212,781	
Recreation	34	171,525							171,525	167,184	178,833	
Cemetery	35	26,450							26,450	24,000	21,444	
Community Center, Zoo, & Marina	36	20,000							20,000	12,998	12,998	
Other Culture and Recreation	37	29,750							29,750	32,750	24,387	
<b>TOTAL (lines 31 - 37)</b>	<b>38</b>	<b>569,070</b>	<b>0</b>						<b>569,070</b>	<b>538,572</b>	<b>516,443</b>	

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2019

Fiscal Years

GOVERNMENT ACTIVITIES CONT. (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2019 (J)	RE-ESTIMATED 2018 (K)	ACTUAL 2017 (L)
<b>GOVERNMENT ACTIVITIES CONT.</b>											
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>											
Community Beautification	39	2,500							2,500	2,500	2,325
Economic Development	40	70,000							70,000	85,000	69,566
Housing and Urban Renewal	41								0	0	0
Planning & Zoning	42	7,320							7,320	7,300	5,960
Other Com & Econ Development	43								0	0	0
TOTAL (lines 39 - 44)	45	79,820	0	0					79,820	94,800	77,851
<b>GENERAL GOVERNMENT</b>											
Mayor, Council, & City Manager	46	9,045							9,045	9,045	8,461
Clerk, Treasurer, & Finance Adm.	47	272,050							272,050	298,500	220,049
Elections	48	3,500							3,500	3,500	0
Legal Services & City Attorney	49	40,000							40,000	50,000	21,970
City Hall & General Buildings	50	114,700							114,700	115,200	100,655
Tort Liability	51	180,000							180,000	180,000	135,601
Other General Government	52	1,600							1,600	500	1,498
TOTAL (lines 46 - 52)	53	620,895	0	0					620,895	617,745	488,234
<b>DEBT SERVICE</b>											
Gov Capital Projects	54				970,766				970,766	861,485	1,322,904
TIF Capital Projects	55					8,680,500			8,680,500	887,252	464,941
TOTAL CAPITAL PROJECTS	56					8,680,500			8,680,500	887,252	464,941
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	2,234,075	537,108	0	970,766	8,680,500	0		12,422,449	4,406,477	3,992,486
<b>BUSINESS TYPE ACTIVITIES</b>											
<b>Proprietary: Enterprise &amp; Budgeted ISF</b>											
Water Utility	59							811,233	611,233	579,625	433,068
Sewer Utility	60							621,283	621,283	561,500	460,795
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64								0	0	0
Transit	65							537,000	537,000	445,300	376,232
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68								0	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69								58,400	58,450	134,910
Enterprise DEBT SERVICE	70								0	0	0
Enterprise CAPITAL PROJECTS	71								0	0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 73)	73							1,827,916	1,827,916	1,644,875	1,405,005
TOTAL ALL EXPENDITURES (lines 58+74)	74	2,234,075	537,108	0	970,766	8,680,500	0	1,827,916	14,250,365	8,051,352	5,397,481
Regular Transfers Out	75		647,617			326,314		345,455	1,319,386	999,992	1,186,458
Internal TIF Loan / Repayment	76			305,639					305,639	999,231	667,646
Total ALL Transfers Out	77		647,617	305,639	0	326,314	0	345,455	1,625,025	1,998,223	1,854,104
Total Expenditures & Fund Transfers Out (lines 75+76+77)	78	2,234,075	1,184,725	305,639	970,766	9,006,814	0	2,173,371	15,875,390	8,050,575	7,251,585
Ending Fund Balance June 30	79	1,800,412	665,540	565,483	157,545	2,796,356	90,745	1,286,459	7,362,540	7,181,324	6,966,103

\* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Com Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL  
Fiscal Year Ending 2019

(A)	(B)	Fiscal Years									
		GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2019 (J)	RE-ESTIMATED 2018 (K)	ACTUAL 2017 (L)
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>											
1	Taxes Levied on Property	1,322,761	351,748						1,809,624	1,658,629	
2	Less: Uncollected Property Taxes - Levy Year								0	0	
3	Net Current Property Taxes (line 1 minus line 2)	1,322,761	351,748						1,809,624	1,658,629	
4	Delinquent Property Taxes								0	0	
5	TIF Revenues			600,000					600,000	741,473	
<b>Other City Taxes:</b>											
6	Utility Tax, Replacement Excise Taxes	21,948	5,854						29,324	0	
7	Utility franchise tax (Iowa Code Chapter 384.2)	65,000							65,000	0	
8	Parimutuel wager tax								0	0	
9	Gaming wager tax								0	0	
10	Mobile Home Taxes	4,134							4,134	3,228	
11	Hotel/Motel Taxes	80,000							80,000	72,073	
12	Other Local Option Taxes								625,000	644,502	
13	Subtotal - Other City Taxes (lines 6 thru 12)	171,082	5,854						803,458	719,804	
14	Licenses & Permits	55,450							55,450	53,464	
15	Use of Money & Property	82,505							89,805	80,571	
<b>Intergovernmental:</b>											
16	Federal Grants & Reimbursements	1,000			44,359				45,359	46,812	
17	Road Use Taxes		547,350						547,350	559,391	
18	Other State Grants & Reimbursements	41,680	12,841						556,150	54,631	
19	Local Grants & Reimbursements								0	0	
20	Subtotal - intergovernmental (lines 16 thru 19)	42,680	560,191		44,359				1,148,859	660,834	
<b>Charges for Fees &amp; Service:</b>											
21	Water Utility								706,200	645,967	
22	Sewer Utility								822,000	775,410	
23	Electric Utility								0	0	
24	Gas Utility								0	0	
25	Parking								0	0	
26	Airport								0	0	
27	Landfill/Garbage								293,150	292,843	
28	Hospital								0	0	
29	Transit								0	0	
30	Cable TV, Internet & Telephone								0	0	
31	Housing Authority								0	0	
32	Storm Water Utility								0	0	
33	Other Fees & Charges for Service	186,050							81,000	78,095	
34	Subtotal - Charges for Service (lines 21 thru 33)	186,050	0						1,904,350	1,754,431	
35	Special Assessments								2,090,400	2,059,200	
36	Miscellaneous	85,100	9,800						5,000	0	
<b>Other Financing Sources:</b>											
37	Regular Operating Transfers In	384,617							762,600	268,587	
38	Internal TIF Loan Transfers In								1,318,386	1,186,458	
39	Subtotal ALL Operating Transfers In	384,617							999,986	667,946	
40	Proceeds of Debt (Excluding TIF Internal Borrowing)								999,231	667,946	
41	Proceeds of Capital Asset Sales								1,825,025	1,854,104	
42	Subtotal-Other Financing Sources (lines 37 thru 40)	384,617	0						7,100,000	0	
<b>Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 36, &amp; 41)</b>											
43		2,330,245	927,593	600,000					8,725,025	1,854,104	
44	Beginning Fund Balance July 1	1,704,242	922,872	271,122					16,046,506	8,005,012	
<b>TOTAL REVENUES &amp; BEGIN BALANCE (lines 42-43)</b>											
45		4,034,487	1,850,265	871,122					23,237,930	14,217,698	

CITY OF

Mount Vernon

ADOPTED BUDGET SUMMARY  
YEAR ENDED JUNE 30, 2019

Fiscal Years

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
		GENERAL	SPECIAL	TIF	DEBT	CAPITAL	PERMANENT	PROPRIETARY	BUDGET	RE-ESTIMATED	ACTUAL
		(C)	REVENUES	SPECIAL	SERVICE	PROJECTS	(H)	(I)	2019	2018	2017
		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	1,322,761	351,748		0	91,500			1,766,009	1,809,624	1,658,629
Less: Uncollected Property Taxes-Low Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	1,322,761	351,748		0	91,500			1,766,009	1,809,624	1,658,629
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	5			600,000							
Other City Taxes	6	171,082	5,854		0	626,522			600,000	700,000	741,473
Licenses & Permits	7	55,450	0		0	0			803,458	705,650	719,804
Use of Money and Property	8	82,505	0		0	0		7,300	55,450	21,100	53,464
Intergovernmental	9	42,680	560,191		44,359	501,629			89,805	87,400	80,571
Charges for Fees & Service	10	186,050	0		0	0		1,904,350	1,148,859	666,158	660,834
Special Assessments	11	0	0		0	0			2,090,400	2,059,200	1,967,546
Miscellaneous	12	85,100	9,800		0	5,000			5,000	0	0
Sub-Total Revenues	13	1,945,628	927,593	600,000	44,359	1,724,651		167,700	762,600	227,441	268,587
Other Financing Sources:								2,079,350	7,321,581	6,276,573	6,150,908
Total Transfers In	14	384,617	0		926,408	314,000			1,625,025	1,999,223	1,854,104
Proceeds of Debt	15	0	0		0	7,100,000			7,100,000	0	0
Proceeds of Capital Asset Sales	16	0	0		0	0			0	0	0
Total Revenues and Other Sources	17	2,330,245	927,593	600,000	970,767	9,138,651		2,079,350	16,046,606	8,275,796	8,005,012
Expenditures & Other Financing Uses											
Public Safety	18	964,290	0		0				964,290	867,448	739,944
Public Works	19	0	537,108		0				537,108	439,175	382,169
Health and Social Services	20	0	0		0				0	0	0
Culture and Recreation	21	569,070	0		0				569,070	538,572	516,443
Community and Economic Development	22	79,820	0		0				79,820	94,800	77,851
General Government	23	620,895	0		0				620,895	617,745	488,234
Debt Service	24	0	0		970,766				970,766	961,485	1,322,904
Capital Projects	25	0	0		0	8,680,500			8,680,500	887,252	464,941
Total Government Activities Expenditures	26	2,234,075	537,108		970,766	8,680,500			12,422,449	4,406,477	3,992,486
Business Type Proprietary: Enterprise & ISF	27							1,827,916	1,827,916	1,644,875	1,405,005
Total Gov & Bus Type Expenditures	28	2,234,075	537,108		970,766	8,680,500		1,827,916	14,250,365	6,051,352	5,397,491
Total Transfers Out	29	0	647,617	305,639	0	326,314		345,455	1,625,025	1,999,223	1,854,104
Total ALL Expenditures/Fund Transfers Out	30	2,234,075	1,184,725	305,639	970,766	9,006,814		2,173,371	15,875,390	8,050,575	7,251,595
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	31										
	32	96,170	-257,132	294,361	1	131,937		-94,021	171,216	225,221	753,417
Beginning Fund Balance July 1	33	1,704,242	922,672	271,122	157,544	2,664,519	90,745	1,380,480	7,191,324	6,966,103	6,212,686
Ending Fund Balance June 30	34	1,800,412	665,540	565,483	157,545	2,796,356	90,745	1,286,459	7,362,540	7,191,324	6,966,103

## PUBLICATION DATE CALCULATOR

Earliest Publication Date

2/13/2018

Latest Publication Date

2/23/2018

Proposed Hearing Date

3/5/2018

<== Enter Date

**NOTICE OF PUBLIC HEARING  
BUDGET ESTIMATE**

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

City of Mount Vernon, Iowa

The City Council will conduct a public hearing on the proposed Budget at City Hall Council Chambers  
on 3/5/2018 at 6:30 p.m.

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . 12.99899

The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . . 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-895-8742

Sue Ripke

phone number

City Clerk/Finance Officer's NAME

		Budget FY 2019	Re-est. FY 2018	Actual FY 2017
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	1,768,009	1,809,624	1,658,629
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>1,768,009</b>	<b>1,809,624</b>	<b>1,658,629</b>
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	600,000	700,000	741,473
Other City Taxes	6	803,458	705,650	719,804
Licenses & Permits	7	55,450	21,100	53,464
Use of Money and Property	8	89,805	87,400	80,571
Intergovernmental	9	1,148,859	666,158	660,834
Charges for Services	10	2,080,400	2,059,200	1,967,546
Special Assessments	11	5,000	0	0
Miscellaneous	12	762,600	227,441	268,587
Other Financing Sources	13	7,100,000	0	0
Transfers In	14	1,625,025	1,999,223	1,854,104
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>16,048,606</b>	<b>8,275,796</b>	<b>8,005,012</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	964,290	867,448	739,944
Public Works	17	537,108	439,175	382,169
Health and Social Services	18	0	0	0
Culture and Recreation	19	569,070	538,572	516,443
Community and Economic Development	20	79,820	94,800	77,651
General Government	21	620,895	617,745	488,234
Debt Service	22	970,766	961,485	1,322,904
Capital Projects	23	8,680,500	887,252	464,941
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>12,422,449</b>	<b>4,406,477</b>	<b>3,992,486</b>
Business Type / Enterprises	25	1,627,916	1,644,875	1,405,005
<b>Total ALL Expenditures</b>	<b>26</b>	<b>14,250,385</b>	<b>6,051,352</b>	<b>5,397,491</b>
Transfers Out	27	1,625,025	1,999,223	1,854,104
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>15,875,390</b>	<b>8,050,575</b>	<b>7,251,595</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>171,216</b>	<b>225,221</b>	<b>753,417</b>
Beginning Fund Balance July 1	30	7,191,324	6,968,103	6,212,686
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>7,362,540</b>	<b>7,191,324</b>	<b>6,968,103</b>

## City Budget Help

To return to the budget forms, click on the appropriate worksheet tab (CERT, Re-Est Revenues, etc.)

*Click on any of the following links to obtain the information you need*

**Administrative Rules** ( Amendments, Fund Transfers, Employee Benefits, Etc. )

**Amendments** ( When is an amendment required? )

**Amendment Filing Requirements** ( Timelines & required forms, etc. )

**Budget Instructions** ( An overview of how to prepare the city budget, fund types, etc. )

**Budget Instructions For Beginners** ( Definitions, Forms, and How they are completed )

**Order of Completion** ( Which BUDGET forms to fill out first )

**City Chart of Accounts** ( August 22, 2014 )

**Local Emergency Management Commission (EMC) Support** ( Iowa Code 29C.17 (5) )

**EXCEL Macro Security Level** ( Why doesn't the CERT page compute rates? Change Macro security level )

**Fund Types** ( Funds types under which a city budgets )

**Filing Requirements BUDGET** ( Timelines & required forms, etc. )

**Internal Service Funds** ( Budgeting options for Internal Service Funds )

**Iowa Code 384.16 as amended July 2007** ( Statutory Instructions for City Budgets Process, publishing, etc. )

**Notice of Public Hearing Notice BUDGET** ( Preparation, publishing or posting requirements )

**Problems Printing the BLUE Numbers** ( The FIX A few printers won't print the blue numbers. )

**TIF Budgeting** ( New TIF budgeting and changes to the forms )

**Homestead, Elderly, Military Credits** ( How credit are calculated and affect of reduced funding on city )

**Property Tax Reform & the Replacement Claim Estimation Table** ( SF 295 and the changes to the Budget process )

**Municipal Oversight Information** ( Annual and Periodic Examinations )

**AGENDA ITEM # G – 2**

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

<b>DATE:</b>	March 5, 2018
<b>AGENDA ITEM:</b>	Resolution #3-5-2018A
<b>ACTION:</b>	Motion

**SYNOPSIS:** This resolution initiates the final step in the approval of the development agreement for Stonebrook (Ricklefs). This agreement also includes a cap of \$8,000 for the reimbursement for Attorney's fees.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Development Agreement

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 3/1/18

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

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

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 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary

to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

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

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 6:30 P.M. on March 19, 2018, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with BBAJ Inc.

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

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

**(One publication required)**

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

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon in the State of Iowa, will hold a public hearing on March 19, 2018, at 6:30 P.M. in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with BBAJ INC. (the "Developer").

The Agreement would obligate the Developer 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.

The Agreement would further obligate the City to 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, under the terms and following satisfaction of the conditions set forth in the Agreement. The Grants would start 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 would end 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 would be 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.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

(End of Notice)

PASSED AND APPROVED this 5<sup>th</sup> 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 5, 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: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BBAJ INC., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

Whereupon, the Mayor declared the Resolution duly adopted as follows:

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 3<sup>rd</sup> 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
	12	12	3	14	8	15	9	9	13	13	34	41	87	103
Acres	12.82		2.75		14.92		3.83		7.57		15.34		56.83	
Land Cost	\$256,400		\$85,000		\$137,400		\$225,600		\$161,400		\$306,800		\$1,012,600	
Construction Costs	\$801,282		\$694,520		\$374,586		\$466,555		\$1,071,724		\$1,457,162		\$4,863,779	
Grading Storm Sanitary Water Paving														
Soft Costs	\$146,200		\$159,700		\$72,000		\$85,800		\$120,100		\$352,600		\$929,100	
Engineering Soil Testing Legal Marketing Costs Construction Interest Deposits to Utility Companies														
<b>Total Cost</b>	<b>\$1,209,882</b>		<b>\$998,220</b>		<b>\$583,986</b>		<b>\$777,455</b>		<b>\$1,843,224</b>		<b>\$2,115,762</b>		<b>\$6,927,479</b>	
Cost per Unit	\$75,240		\$64,516		\$38,992		\$85,934		\$103,625		\$51,804		\$66,143	

Potential Reimbursable Expenses	\$470,000	\$291,000	\$270,000	\$344,000	\$199,000	\$219,000	\$1,763,000
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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 1]*

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 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.

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.

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

If you need additional space please attach another table.

**Attach actual receipts and invoices**

*[Signature page to follow]*

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

**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]*

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## **H. Mayoral Proclamation**

## **Proclamation Celebrating the 50<sup>th</sup> Anniversary of Municipal Home Rule in Iowa**

**WHEREAS**, Home Rule is essential to effective and responsive municipal governance in Iowa and provides flexibility to make decisions at the local level, where decisions are made closest to the people they impact and can be tailored to fit local conditions, needs and concerns in order to better serve taxpayers, and

**WHEREAS**, the City of Mt. Vernon supports Home Rule and the powers it provides to make local decisions that best reflect the residents of our community, and

**WHEREAS**, the citizens of Iowa approved the adoption of Home Rule in the Constitution of Iowa on November 5, 1968, and

**WHEREAS**, this is the 50<sup>th</sup> year of municipal Home Rule in Iowa, and

**WHEREAS**, Home Rule continues to be vital to the health and prosperity of all cities in Iowa.

**NOW, THEREFORE**, I, Jamie Hampton, Mayor of the City of Mount Vernon, do hereby recognize the 50<sup>th</sup> Anniversary of municipal Home Rule in Iowa and proudly support its continued authority.

---

Jamie Hampton, Mayor

## **J. Motions for Approval**

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

VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	6,950.00
COMPASS MINERALS	SNOW SUPPLIES-RUT	3,526.20
COMPASS MINERALS	SNOW SUPPLIES-RUT	3,167.00
LINN CO-OP OIL CO	FUEL-RUT,WAT,SEW,SW	2,651.18
VEENSTRA & KIMM INC	5TH AVE/1ST W TRAFFIC SIGNAL	1,832.40
COMPASS MINERALS	SNOW SUPPLIES-RUT	1,771.96
BAUER BUILT TIRE - CEDAR RAPID	TIRES-RUT	1,714.12
FRONTLINE WARNING SYSTEMS	SIREN MAINT CONTRACT-EMA	1,500.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,481.43
AHLERS & COONEY P.C.	MIDWEST DEV CO	1,287.70
COMPASS BUSINESS SOLUTIONS	5,500 UTILITY BILLS-WAT,SEW,SW	832.97
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT,	830.00
HAWKEYE WELD & REPAIR	PLOW BRACKETS-RUT	828.65
KRIS ENGINEERING INC	CURB GUARDS-RUT	798.92
AHLERS & COONEY P.C.	AMENDMENT #5 URP	710.50
IOWA DEPT OF NATURAL RESOURCES	ST WATER DISCHARGE PERMIT	700.00
AHLERS & COONEY P.C.	BBAC, LLC	687.50
ULTRAMAX AMMUNITION	TRAINING-PD	372.00
CUSTOM HOSE & SUPPLIES INC	BRINE SYSTEM MAINT-RUT	371.96
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	359.25
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
CHRIS NOSBISCH	MILEAGE-P&A	213.10
BEE LINE PRODUCTS CORP	SOLAR LIGHTS-RUT	191.10
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	185.00
VEENSTRA & KIMM INC	WAGON PASS EVALUATION	148.00
RYDIN	100 DOG LICENSE TAGS	138.83
CARTER RODMAN	REFEREE-P&REC	120.00
JAY A ARNOLD	REFEREE-P&REC	120.00
JORDAN AXTELL	REFEREE-P&REC	120.00
MOEL, STEVE	FITNESS MEMBERSHIP-PD	100.00
STAPLES ADVANTAGE	DRY ERASE BOARD-RUT	86.47
STAPLES ADVANTAGE	PAPER-ALL DEPTS	83.04
MATT SIDERS	MILEAGE-P&REC	82.30
BEN BRANNAMAN	REFEREE-P&REC	75.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
AMERICAN WATER WORKS ASSOC	TRAINING-WAT	50.00
AMERICAN WATER WORKS ASSOC	TRAINING-WAT	25.00
TOTAL		34,671.18

**AGENDA ITEM # J – 2**

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

<b>DATE:</b>	March 5, 2018
<b>AGENDA ITEM:</b>	Lift Station Maintenance Quote
<b>ACTION:</b>	Motion

**SYNOPSIS:** Enclosed is a copy of a maintenance quote for a pump in the Oakridge lift station. Staff believes the impeller is in need of repair immediately. As this pump is one of two pumps that are constantly in action, staff is recommending that additional parts of the pump be replaced as well. This will hopefully negate the need for additional down time in the future. It is likely that the second pump will go through the same process next fiscal year as both pumps are over ten years in age.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 3/1/18



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0127012  
QUOTE DATE: 2/20/2018  
EXPIRE DATE: 3/20/2018

SALESPERSON: JOHN MILLER  
CUSTOMER NO: 8958204  
QUOTED BY: djh  
3085 REPAIR QUOTE

QUOTED TO:  
CITY OF MOUNT VERNON  
CITY HALL  
213 1ST STREET NW  
MOUNT VERNON, IA 52314

JOB LOCATION:  
CITY OF MOUNT VERNON  
CITY HALL  
213 1ST STREET NW  
MOUNT VERNON, IA 52314

CONFIRM TO:  
SUE

\*\*\* QUOTE ORDER - DO NOT PAY \*\*\*

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
WE ARE PLEASED TO OFFER YOU THE FOLLOWING PROPOSAL TO REPLACE THE IMPELLER, WEAR RING, AND VOLUTE ON YOUR 3085 PUMP.						
0000004300700	EACH	1.00	0.00	0.00	1,227.00	1,227.00
		IMPELLER,C MT CI				
0000003989021	EACH	1.00	0.00	0.00	1,855.00	1,855.00
		VOLUTE,MFV 3IN CP/CS MT 3085C.1				
0000003989200	EACH	1.00	0.00	0.00	131.00	131.00
		RING,WEAR STATIONARY BRASS				
/MISC	EACH	1.00	0.00	0.00	32.13	32.13
		MISC. SHOP SUPPLIES				
/PSMD	HOUR	2.00	0.00	0.00	110.00	220.00
		PUMP LABOR SEWAGE/SUBMERSIBLE				

ESTIMATED LEAD TIME IN PARTS IS 3 WEEKS ARO  
THE PRICING ON THIS QUOTE DOES NOT INCLUDE  
FREIGHT.  
THANK YOU, DONNA HAMMEN  
donnah@electricpump.com

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order: 3,465.13  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
**Order Total: 3,465.13**

ABOVE PRICING EFFECTIVE FOR 30 DAYS

**AGENDA ITEM # J – 3**

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

**DATE:** March 5, 2018

**AGENDA ITEM:** Chalk Purchase

**ACTION:** Motion

**SYNOPSIS:** This is an annual purchase made by the City. Matt has provided a memo of explanation and a quote for this year (last year's quote is included for comparison purposes). The chalk is resold at the event, so the initial capital outlay is recuperated at the event.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 3/1/18



**Mount  
Vernon**  
IOWA

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

**Jamie A. Hampton, Mayor**

**Council:**

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

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**To:** Honorary Mayor Hampton and Honorable Council Members  
**From:** Matt Siders, Director of Parks and Recreation  
**CC:** Chris Nosbisch, City Administrator  
**Date:** March 1, 2018  
**Re:** Chalk Purchase

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Dear Honorable Mayor Hampton and Honorary Council Members,

It is that time of year again that we gear up for the annual Chalk the Walk event. This year's event will be our 13<sup>th</sup> year taking place on May 5<sup>th</sup> and 6<sup>th</sup>. Every year it continues to grow and prosper.

Attached you will find the current request for chalk to be purchased for the event. I have also included last year's purchase for comparison. The amount this year is slightly higher than last year as we anticipate slight growth in the sales of chalk for the event. These monies are recovered from revenues from the event.

If approved, the chalk will be ordered directly from the manufacturer tomorrow and will be delivered by April 14<sup>th</sup>.

Respectfully submitted,



Matt Siders

Director of Parks and Recreation

City of Mount Vernon IA

Cell: 319-551-9513

2018



# INVOICE

City of Mount Vernon  
Attention: City of Mount Vernon  
213 First Street NW  
MOUNT VERNON IA 52314

**Invoice Date**  
28 Feb 2018

**Invoice Number**  
02186522

**Reference**

KOSS International  
3250 Wilshire #2150  
Los Angeles, CA 90010  
(213) 383-2474

**Koss International**  
95-3013830

Description	Quantity	Unit Price	Tax	Amount USD
KSP-48M, Koss Artists' Soft Pastels - 48 Color Set	180.00	6.95	Tax Exempt	1,251.00
KSP-24M, Koss Artists' Soft Pastels - 24 Color Set	552.00	3.95	Tax Exempt	2,180.40
KSPBW-6M, Koss Artists' Soft Pastels - 3 Black & 3 White Set	240.00	1.45	Tax Exempt	348.00
Discount - 10%	1.00	(377.94)	Tax Exempt	(377.94)
Shipping Cost	1.00	931.18	Tax Exempt	931.18
Subtotal				4,332.64
Total No Tax 0%				0.00
Invoice Total USD				4,332.64
Total Net Payments USD				0.00
<b>Amount Due USD</b>				<b>4,332.64</b>

**Due Date: 15 Mar 2018**  
Payment due upon receipt.  
Please make checks payable to: KOSS INTERNATIONAL  
Thank you!

## PAYMENT ADVICE

To: KOSS INTERNATIONAL CORPORATION  
3250 Wilshire Boulevard, Suite 2150  
LOS ANGELES CA 90010  
USA

<b>Customer</b>	City of Mount Vernon
<b>Invoice Number</b>	02186522
<b>Amount Due</b>	4,332.64
<b>Due Date</b>	15 Mar 2018
<b>Amount Enclosed</b>	

Enter the amount you are paying above

2017



# INVOICE

City of Mount Vernon  
Attention: City of Mount Vernon  
213 First Street NW  
MOUNT VERNON IA 52314

Invoice Date  
17 Feb 2017

Invoice Number  
02176294

Reference

KOSS International  
3250 Wilshire #2150  
Los Angeles, CA 90010  
(213) 383-2474

Koss International  
95-3013830

Description	Quantity	Unit Price	Tax	Amount USD
KSP-48M, Koss Artists' Soft Pastels - 48 Color Set	180.00	6.95	Tax Exempt	1,251.00
KSP-24M, Koss Artists' Soft Pastels - 24 Color Set	528.00	3.95	Tax Exempt	2,085.60
KSPBW-6M, Koss Artists' Soft Pastels - 3 Black & 3 White Set	156.00	1.45	Tax Exempt	226.20
Discount - 10%	1.00	(356.28)	Tax Exempt	(356.28)
Shipping Cost	1.00	773.68	Tax Exempt	773.68
Subtotal				3,980.20
Total No Tax 0%				0.00
Invoice Total USD				3,980.20
Total Net Payments USD				0.00
<b>Amount Due USD</b>				<b>3,980.20</b>

**Due Date: 04 Mar 2017**

Payment due upon receipt.

Please make checks payable to: KOSS INTERNATIONAL

Thank you!

## PAYMENT ADVICE

To: KOSS INTERNATIONAL CORPORATION  
3250 Wilshire Boulevard, Suite 2150  
LOS ANGELES CA 90010  
USA

Customer City of Mount Vernon

Invoice Number 02176294

Amount Due 3,980.20

Due Date 04 Mar 2017

Amount Enclosed

Enter the amount you are paying above

**AGENDA ITEM # J - 4**

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

<b>DATE:</b>	March 5, 2018
<b>AGENDA ITEM:</b>	Radio/Repeater Upgrades -- Public Works
<b>ACTION:</b>	Motion

**SYNOPSIS:** Please see the memo from Nick regarding the requested radio upgrades. I do concur with this purchase, as communications during major events is a necessity.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 3/1/18

**Radio Purchase Public Works Department  
3/5/18**

The Public Works Department would like to upgrade the radio system we are currently using. The current system is running off of a repeater stationed at the water tower. The repeater while in good condition and working reasonably well is a UHF system. The radios the public works department currently use are old police department radios. We find some radios work and some don't. The public works department would like to switch to digital radios for better sound quality along with trying to minimize the dead spots in town. By switching to digital we would then be able to communicate with the police department. We currently don't have that capability. Communication between the police department is typically needed during all weather-related events, while we all have cell phones, driving a plow truck with a cell phone is not allowed or recommended.

Public works has received 3 quotes for upgrading our system. This would allow us to have base radios at 2 shop locations, along with radios permanently mounted in the 6 trucks that have plows. There would also be 8 handheld radios for traffic control, and other various activities. The repeater in the water tower would also have to be upgraded so we could switch to digital. Having a repeater keeps this system limited to town use. The repeater should last 10 plus years. As the public works department looks to upgrade vehicles or equipment, we will look at adding mobile units in each. I have included all the bids for you to review.

Nick Nissen  
Public Works Director

# Graybill communications

305 Miller Road - Hiawatha, IA 52233  
319-393-5456 - www.graybillinc.com

\$ 12,244

 total

## QUOTE

Date	Quote #
01/29/18	AAAQ3810-01

**Sold To:** Mt. Vernon, City of  
Nick Nissen  
213 First Street NW  
Mt. Vernon, IA 52314  
United States

**Phone:** (319) 895-8742  
**Fax:**

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
Net 30	Kevin		

Qty	Description	Unit Price	Ext. Price
<b>Digital Portable Radios, VHF</b>			
8	EVX-261 Digital Portable, 136-174 MHz, 16 Channels, 5 Watts, No Display	\$300.00	\$2,400.00
8	Add: 2300 mAh Li-Ion Battery FNB-V134LI-UNI	\$20.00	\$160.00
8	Add: VHF Antenna, ATV-8B 150-163 MHz	\$0.00	\$0.00
8	Add: Standard Charger VAC-UNI 120V	\$0.00	\$0.00
8	MH-45B4B Noise Cancelling Speaker Microphone	\$75.00	\$600.00
8	Inbound Shipping & Handling	\$5.00	\$40.00
		<b>SubTotal</b>	<b>\$3,200.00</b>
		<b>Sales Tax</b>	<b>\$0.00</b>
		<b>Shipping</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$3,200.00</b>

Please contact me if I can be of further assistance.

QUOTE VALID FOR 30 DAYS. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ALL PRICES ARE F.O.B. MANUFACTURER.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

# Graybill communications

305 Miller Road - Hiawatha, IA 52233  
319-393-5456 - www.graybillinc.com

## QUOTE

Date	Quote #
01/24/18	AAAQ3812

**Sold To:** Mt. Vernon, City of  
Nick Nissen  
213 First Street NW  
Mt. Vernon, IA 52314  
United States

**Phone:** (319) 895-8742  
**Fax:**

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
Net 30	Kevin		

Qty	Description	Unit Price	Ext. Price
<b>Digital Repeater, VHF</b>			
1	SLR 5700 Digital Repeater, 50 Watts	\$2,325.00	\$2,325.00
<b>Misc.</b>			
1	Misc. Materials, Shop Supplies, etc.	\$50.00	\$50.00
1	Inbound Shipping & Handling	\$15.00	\$15.00
<b>Services</b>			
1	Labor: Configuration & Installation of Repeater	\$500.00	\$500.00
1	Travel to/from Mt. Vernon	\$90.00	\$90.00

**Note: Reusing Existing Duplexer & Cables**

SubTotal	\$2,980.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$2,980.00</b>

# Graybill communications

305 Miller Road - Hiawatha, IA 52233  
319-393-5456 - www.graybillinc.com

## QUOTE

Date	Quote #
01/29/18	AAAQ3811-01

**Sold To:** Mt. Vernon, City of  
Nick Nissen  
213 First Street NW  
Mt. Vernon, IA 52314  
United States

**Phone:** (319) 895-8742  
**Fax:**

Here is the quote you requested.

Terms	Rep	P.O. Number	Ship Via
Net 30	Kevin		

Qty	Description	Unit Price	Ext. Price
<b>Digital Mobile Radios, VHF</b>			
6	CM300D Digital Mobile, VHF, 136-174 MHz, 99 Channels, 45 Watts w/ Alphanumeric Display	\$495.00	\$2,970.00
6	Add: Standard Compact Microphone	\$0.00	\$0.00
6	Add: Standard Mounting Bracket	\$0.00	\$0.00
6	Add: Standard Power Cable	\$0.00	\$0.00
6	Add: Standard Model Box	\$0.00	\$0.00
<b>Antenna System</b>			
6	152-162 MHz 150W 1/4 Wave Antenna, Titanium Gray	\$15.00	\$90.00
6	3/4" Brass Mount/ No Conn	\$20.00	\$120.00
6	Mini-UHF Male Crimp-RG58	\$2.50	\$15.00
<b>Misc.</b>			
6	Misc. Materials, Shop Supplies, etc.	\$15.00	\$90.00
8	Inbound Shipping & Handling	\$5.00	\$40.00
<b>Digital Base Station Radio, VHF</b>			
2	CM300D Digital Mobile, VHF, 136-174 MHz, 99 Channels, 45 Watts w/ Alphanumeric Display	\$495.00	\$990.00

Qty	Description	Unit Price	Ext. Price
2	Add: Standard Compact Microphone	\$0.00	\$0.00
2	Add: Standard Mounting Bracket	\$0.00	\$0.00
2	Add: Standard Power Cable	\$0.00	\$0.00
2	Add: Standard Model Box	\$0.00	\$0.00
2	Power Supply, 13A, 7.1"W	\$200.00	\$400.00
<b>Base Station Antenna System</b>			
2	152-162 MHz 150W 1/4 Wave Antenna, Titanium Gray	\$15.00	\$30.00
2	0-512 MHz, Mag Mount, RG58A/U, UHF male	\$42.00	\$84.00
2	Mini-UHF Male Crimp-RG58	\$2.50	\$5.00
<b>Services</b>			
6	Labor: Configuration & Installation of Mobile Radio	\$125.00	\$750.00
2	Labor: Configuration & Installation of Base Station Radio	\$150.00	\$300.00
2	Travel to/from Mt. Vernon (2 Days)	\$90.00	\$180.00
		<b>SubTotal</b>	<b>\$6,064.00</b>
		<b>Sales Tax</b>	<b>\$0.00</b>
		<b>Shipping</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$6,064.00</b>

Please contact me if I can be of further assistance.

QUOTE VALID FOR 30 DAYS. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ALL PRICES ARE F.O.B. MANUFACTURER.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_



**MOTOROLA**  
 Authorized Two-Way  
 Radio Dealer

**Electronic Engineering**  
 1900 6th Street SW  
 Cedar Rapids, Iowa 52404  
 319-364-1900 / 800-762-0795

### Cost & Equipment Requirements

**Prepared For:** City of Mt Vernon 8 new portable radios  
 Attn: Nick Nissen (Public Works Director)  
 201 7th St NE  
 Mt Vernon IA 52314  
 319-895-8742 C:319-480-2663 nnissen@cityofmtvernon-ia.gov  
 Bill to: 213 First Street NW, Mt Vernon IA 52314

**Your Account Representative**  
 Name: Eric Schmatt  
 Eschmatt@eEngineering.com  
 Cell: 319-721-2110  
 Fax: 319-363-8637  
 Office: 319-364-1900

Quantity	Description	Unit Price	Extended Price
8	Motorola EVX-261 Digital/analog radio, 136-174 MHz	\$280.00	\$2,240.00
	16 channels, 5 watts, No display or keypad		\$0.00
	Part# AC137N501-MOT-NA (12.5 kHz only spacing)		\$0.00
8	VHF Antenna, ATV-8B 150-163 MHz range (QA07205)	\$0.00	\$0.00
8	120v Standard Charger VAC-UNI (CD-58 & PA-55)	\$0.00	\$0.00
8	Noise canceling speaker microphone MH-45B4B	\$72.00	\$576.00
8	Upgrade to: 2300 mAh Li-ion Battery FNB-V134LI-UNI (QA07208)	\$17.00	\$136.00
8	Belt clip	\$0.00	\$0.00
	3 Year warranty	\$0.00	\$0.00
	*See specification sheet for additional features		\$0.00
	*Pricing includes discounts		\$0.00
	*Per Client, no FCC license alteration is needed. EE would want to verify this.		\$0.00
	*If any other city departments want to communicate with these radios,		\$0.00
	the price for programming those radios is not included at this time		\$0.00
<b>Equipment Total</b>			<b>\$2,952.00</b>

### Installation & Maintenance

0	Initial programming FREE with purchase	\$0.00	\$0.00
	*Radios will be programmed digitally		\$0.00
			\$0.00
			\$0.00
			\$0.00

**Remarks/Terms:** Unless otherwise noted client is responsible for: Any site construction needs related to the project, Electrical work, Conduit, Special equipment such as a manlift, boomtruck, and any permits. Any unforeseen items will be discussed when applicable.

<b>Extended Total</b>	<b>\$2,952.00</b>
<b>Sales/Use Tax</b> 7.00%	<b>EXEMPT</b>
<b>Shipping Handling</b>	<b>\$ 28.00</b>
<b>Total</b>	<b>\$2,980.00</b>

Pricing valid for 30 days.

Delivery: Receipt of goods should arrive from factory in approximately 2 weeks from receipt of order, we will schedule at that time.

25% Restock Fee for all returns  
 50% Down upon signing quotation  
 50% upon delivery

Quotation Prepared By:	Accepted By:
Name: Eric Schmatt	Name:
Date: 2/12/2018	Date:

2980 + 9434 = \$12,414



**MOTOROLA**  
Authorized Two-Way  
Radio Dealer

**Electronic Engineering**  
1900 6th Street SW  
Cedar Rapids, Iowa 52404  
319-364-1900 / 800-762-0795

## Cost & Equipment Requirements

**Prepared For:** City of Mt Vernon      Mobile and base radios  
Attn: Nick Nissen (Public Works Director)  
201 7th St NE  
Mt Vernon IA 52314  
319-895-8742 C:319-480-2663 nnissen@cityofmtvernon-ia.gov  
Bill to: 213 First Street NW, Mt Vernon IA 52314

**Your Account Representative**  
Name: Eric Schmitt  
Eschmitt@eEngineering.com  
Cell: 319-721-2110  
Fax: 319-363-8637  
Office: 319-364-1900

Quantity	Description	Unit Price	Extended Price
	<b>Mobile/Base radios for 6 vehicles and 2 base stations, Parks office and Shop</b>		\$0.00
	*2 International 4300 dump trucks, 1ea Ford F450, F550, F350, F250		\$0.00
8	Motorola CM300D VHF mobile radio, 136-174 MHz	\$585.00	\$4,680.00
	Part#AAM01JQH9JA1_N (6.25e / 12.5 kHz Channel Spacing)		\$0.00
	Analog/Digital model, 99 Channels, 45 watts, alphanumeric display		\$0.00
	<b>Includes: Standard compact microphone, mounting bracket and power cable</b>		\$0.00
	<b>2 Year Warranty + 1 Year Service from the Start - LITE= 3 years</b>		\$0.00
8	1/4 wave VHF antenna, 152-162 MHz 150W INA00049	\$3.45	\$27.60
6	Roof mount coax for vehicles, 17' INA00483	\$18.00	\$108.00
8	Chrome nut 58833882B01	\$5.00	\$40.00
8	Mini-U Male Crimp on connector RG58 INA00065	\$4.80	\$38.40
6	Miscellaneous shop supplies wire, straps & connectors (per vehicle)	\$15.00	\$90.00
2	Wrap around power supply for CM300D SL-15SM/GTX 12A	\$125.00	\$250.00
2	0-512 MHz, Magnetic mount, 15-17" cable (base radios)	\$29.95	\$59.90
1	Motorola XLR5700 VHF 50W Digital repeater, 3 yr warranty	\$2,600.00	\$2,600.00
	Part#AAR10JCGANQ1AN 136-174MHz		\$0.00
			\$0.00
	*Pricing includes discounts		\$0.00
	*Per Client, no FCC license alteration is needed. EE would want to verify this.		\$0.00
	*If any other city departments want to communicate with these radios,		\$0.00
	the price for programming those radios is not included at this time		\$0.00
	*Existing antenna and duplexer on the water tower will be reused		\$0.00
	*See specification sheet for additional features		\$0.00
<b>Equipment Total</b>			<b>\$7,893.90</b>

### Installation & Maintenance

0	Initial programming FREE with purchase of radios and repeater	\$0.00	\$0.00
18	Labor for installation in 6 vehicles, 4hr per vehicle	\$75.00	\$1,350.00
2	Labor for installation of 2 base radios. 1.5hr per base	\$75.00	\$150.00
0	No travel charge	\$0.00	\$0.00
			<b>\$0.00</b>

\$1,600.00

**Remarks/Terms:** Unless otherwise noted client is responsible for: Any site construction needs related to the project, Electrical work, Conduit, Special equipment such as a manlift, boomtruck, and any permits. Any unforeseen items will be discussed when applicable.

<b>Extended Total</b>	<b>\$9,393.90</b>
<b>Sales/Use Tax</b> 7.00%	<b>EXEMPT</b>
<b>Shipping Handling</b>	<b>\$ 40.10</b>
<b>Total</b>	<b>\$9,434.00</b>

Pricing valid for 30 days.

Delivery: Receipt of goods should arrive from factory in approximately 2 weeks from receipt of order, we will schedule at that time.

25% Restock Fee for all returns  
50% Down upon signing quotation  
50% upon delivery

Quotation Prepared By:	Accepted By:
Name: Eric Schmitt	Name: _____
Date: 2/19/2018	Date: _____





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

**AGENDA ITEM # L – 1**

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

<b>DATE:</b>	March 5, 2018
<b>AGENDA ITEM:</b>	Quiet Zone Designations
<b>ACTION:</b>	None

**SYNOPSIS:** I have asked Dave Schechinger to come and speak with the Council regarding the Quiet Zone designation at 8<sup>th</sup> Ave. This project is not listed in the current 2018-2019 CIP, however, it has been included in the urban renewal plan.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 3/1/18

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

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

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- I will be out of the office March 14-16 for the Iowa Municipal Managers Institute in Iowa City.
- Staff has successfully negotiated a new collective bargaining agreement for both the public safety and non-public safety employees for the City. The contracts will be presented to the Council upon ratification and signature by the unions.
- Staff will be attending the Enhance Iowa Board meeting in Marshalltown on Wednesday, March 14, 2018. We will provide the Board with any necessary updates as we await a formal decision on our grant application.
- Another reminder of the joint planning commission/city council meeting scheduled for March 21, 2018. Confluence will be here to discuss the by-pass area.