

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314
Date/Time:	May 15, 2017 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	May 12, 2017

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

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled
2. Joe Horaney – Linn County Solid Waste Update

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

D. Consent Agenda

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

1. Approval of City Council Minutes – May 1, 2017 Regular Council Meeting
2. Approval of Liquor License – Chameleons Pub and Grill
3. Appoint Wade Squiers – Zoning Board of Adjustment
4. Appoint Brenda Langenberg, Trude Elliott, Kevin Driscoll, Scott Peterson, Loren Hartelt, Marty Christensen, Meridith Hoffman, Justin Dix, and Denise Brannaman – Housing Commission

E. Public Hearing

1. Public Hearing to Approve Amendment #2 to the Fiscal Year 2017 Budget
 - i. Close Public Hearing – Proceed to G-1

F. Ordinance Approval/Amendment

1. Ordinance #5-1-2017A: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City
 - i. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading) – **tabled at the May 1, 2017 meeting, a motion to remove the ordinance from the table is necessary for discussion**

2. Ordinance #5-1-2017B: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City
 - i. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading) - *tabled at the May 1, 2017 meeting, a motion to remove the ordinance from the table is necessary for discussion*

G. Resolutions for Approval

1. Resolution #5-15-2017A: Approving Amendment #2 to the Fiscal Year 2017 Budget
2. Resolution #5-15-2017B: Authorizing the City of Mt. Vernon's Portion of Annual Pay for the Mt. Vernon Fire Department
3. Resolution #5-15-2017C: Making Award of the Construction Bid for Intersection Improvements for the 10th Ave SW and Palisades Rd Intersection Project
4. Resolution #5-15-2017D: Approving the Installation of Street Lights Along Palisades RD SW (Between 10th and 15th Ave SW) and 2nd Ave SW (South of 4th Street) According to the Terms Set Forth in the Existing Street Light Contract

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Soliciting Request for Qualifications for the Mt. Vernon Corridor Sub Area Plan - Council Action as Needed
3. Discussion and Consideration of the Design Services Agreement, Scope and Fee for the Downtown Streetscape Improvements – Shoemaker and Haaland – Council Action as Needed
4. Discussion and Consideration of Mt. Vernon Board of Adjustment Variance Decision – 780 Lisbon RD NE – Council Action as Needed
5. Discussion and Consideration of Degradation Issues on the Alley Located Adjacent and West of 117 1st Ave North (Liberty Iron Works) – Council Action as Needed
6. Discussion and Consideration of Topographic, Boundary, and Utility Survey for Community/Recreation Center – HBK Engineering – Council Action as Needed

K. Reports to be Received/Filed

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

L. Discussion Items (No Action)

1. Fireworks

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 May 1, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Wieseler, Christensen and Rose. Absent: Tuerler.

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

Agenda Additions/Agenda Approval. Motion to approve the agenda was made by Wieseler, seconded by Rose. Carried all. Absent: Tuerler.

Consent Agenda. Motion to approve the Consent Agenda made by Rose, seconded by Roudabush. Carried all. Absent: Tuerler. Approval of City Council Minutes – April 17, 2017 Regular Council Meeting

Public Hearing

Public Hearing to Approve an Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City. Staff received a revised ordinance from Alliant Energy. Both the new revised and the existing ordinances were provided to Council for review. Mayor Hampton declared the public hearing open. Close Public Hearing – Proceed to F-1. As there were no comments from the public Mayor Hampton closed the public hearing.

Public Hearing to Approve an Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City. Staff received a revised ordinance from Alliant Energy. Both the new revised and the existing ordinances were provided to Council for review. 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 to Order Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 10th Ave South and Palisades Road Intersection Replacement Project. The estimated cost for the 10th Avenue SW and Palisades Road intersection is \$247,000.00. Resolution #5-1-2017A orders the construction, approves preliminary plans and sets the bid date for May 11, 2017. 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 #5-1-2017A: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Acquire, Construct, Erect, Maintain and Operate an Electric System in the City of Mt. Vernon, Iowa and to Furnish and Sell Electric Energy to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading). City Administrator Chris

Nosbisch said that at a previous meeting it was noted that the limited right of cancellation was not in the new ordinance and should be put back in which was done but he also found more differences between the old and the new ordinances that he wanted to point out to Council. The old ordinance has Alliant paying dues and publications for electric (section 8) and gas (section 7). The new ordinance as it relates to the right of cancellation has a 90 day period versus a 30 day in the old. In the old electric ordinance, section 3 deals with them furnishing and installing meters at its own expense. The new ordinance does not. The last point was in section 5 in both ordinances. It has to do with when the City vacates an alley or street and fails to maintain an easement when we should have. Alliant can require the City to acquire the easement for them. Nosbisch said that with three readings he didn't think that these changes should necessarily hold up the process; the first reading could be approved subject to clarification or making the changes that were mentioned. Christensen asked if the City's attorney had reviewed the ordinances to which Nosbisch said that he sent them to him but has not heard back from him. Wieseler motioned to table the approval of Ordinance #5-1-2017A until the City receives a legal response from Bob (City attorney) and the four points suggested by Nosbisch are included/changed, seconded by Rose. Roll call vote. Ayes: Roudabush, Wieseler, Christensen and Rose. Nays: none. Absent: Tuerler.

Ordinance #5-1-2017B: An Ordinance Repealing Ordinance No. 12-6-2004A, and Granting to Interstate Power and Light Company, Its Successors and Assigns, a Non-Exclusive Twenty-Five Year Franchise to Erect, Construct, Reconstruct, Maintain, and Operate Plan and Systems for the Distribution of Natural Gas in the City of Mt. Vernon, Iowa and to Sell, Distribute and Supply Natural Gas to the City and its Inhabitants, and Requiring Said Company to Pay a Franchise Fee to the City. Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading). Nosbisch explained that the changes in this ordinance are the same as those in the electric ordinance except there are no meters so 3 of the 4 changes are the same. Rose motioned to table Ordinance #5-1-2017B pursuant to getting clarification of the three changes made as well as an opinion from Bob, seconded by Wieseler. Roll call vote. Ayes: Roudabush, Wieseler, Christensen and Rose. Nays: none. Absent: Tuerler.

Resolutions for Approval

Resolution #5-1-2017A: Ordering Construction of Certain Public Improvements, Approving Preliminary Plans, and Fixing a Date for Hearing Thereon and Taking Bids Therefor for Improvements Known as the 10th Ave South and Palisades Road Intersection Replacement Project. Nosbisch explained that bids are due on May 11th by 2:00 p.m. Work is to be completed by August 4th. The project will extend a bit further on the east side of the intersection in order to replace two storm inlets. The curb line will be cut back in order of preventing trucks from "jumping" the curb. Dave Schechinger, V&K Engineering, continued saying the project will be enhanced to take on a heavier traffic load. The engineers cost opinion is about \$220,000.00. This was increased from \$180,000.00 because of changes that were requested; the addition of brick crosswalks, and moving a hydrant. There will be signage before intersections allowing people in vehicles to turn before the project and letters have been sent to all homeowners in the area. Motion to approve Resolution #5-1-2017A made by Christensen, seconded by Rose. Roll call vote. Ayes: Roudabush, Wieseler, Christensen and Rose. Nays: none. Absent: Tuerler.

Resolution #5-1-2017B: Approving a Mutual Aid and Assistance Agreement for the Iowa Water/Wastewater Agency Response Network (IOWARN). This resolution adopts a mutual aid agreement for disaster services for water/wastewater activities. There is no cost to join or obligation to participate. Motion to approve Resolution #5-1-2017B made by Christensen, seconded by Wieseler. Roll call vote. Ayes: Roudabush, Wieseler, Christensen and Rose. Nays: none. Absent: Tuerler.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion to approve the Claims List made by Wieseler, seconded by Roudabush. Carried all. Absent: Tuerler.

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,018.77
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	45.38
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	27.53
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	23.43
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	2,690.00
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	381.55
BILL KIRK	UNIFORMS-PW	187.99
BILL KIRK	PARKING CLAIM-PW	8.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	465.00
BURROUGHS, RICHARD	CEMETERY MAINT	1,640.00
CAMPBELL SUPPLY CEDAR RAPIDS	PICKING,RIGGING EQUIP/SKID LOADER	341.01
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	27.98
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	4,520.58
CHRISTIAN ANDREWS	PARKING CLAIM-RUT	8.00
CONSTRUCTION MATERIALS INC	WALL PATCH-RUT	73.15
CONSTRUCTION MATERIALS INC	WALL PATCH-RUT	32.70
DEPOSIT REFUNDS	DEPOSIT REFUND-WAT	40.12
DEPOSIT REFUNDS	DEPOSIT REFUND-WAT	30.24
DIESEL TURBO SERVICES INC	FAN REPAIR-F250-RUT	356.25
DIESEL TURBO SERVICES INC	TENSION PULLEY/F450-PW	870.36
DIESEL TURBO SERVICES INC	GRAPPLE HOSE-RUT	50.65
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
EMERALD GREEN LAWCARE	TREES FOREVER TREES-RUT	3,450.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRONTLINE WARNING SYSTEMS	SIREN REPAIR/MAINT-EMA	4,500.00
GALLS INC	UNIFORMS-PD	185.95
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT,P&REC,POOL	106.03
HOLIDAY INN AIRPORT & CONFEREN	IMFOA CONF-P&A	221.71
INTOXIMETERS	EQUIP REPAIR-PD	143.15
IOWA PARK & REC ASSOCIATION	AQUATIC WORKSHOP-POOL	25.00
IOWA PRISON INDUSTRIES	50 GAL TRASH BAGS-RUT	166.78
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	350.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
KIECKS	UNIFORMS-PD	80.92
KIECKS	SUPPLIES-FD	47.95
KINGS MATERIAL INC	CONCRETE BLOCKS-RUT	1,125.00
KIRKWOOD COMMUNITY COLLEGE	CPR TRAINING-P&A	28.00
LINN CO-OP OIL CO	FUEL-PW	1,324.89
LYNCH FORD	2011 CHEV IMP/ROD,REAR WHEEL BEARINGS	723.41
M & K DUST CONTROL	BLACK DIRT-RUT	375.00
MARSHA DEWELL	MILEAGE-ALL DEPTS	152.48
MATT SIDERS	MILEAGE-P&REC	74.90
MEREDITH HOFFMAN	UNIFORMS-WAT,SEW,SW	157.01
MIKE WEHDE	PARKING CLAIM-RUT	8.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	39.94
MOUNT VERNON CONSTRUCTION INC	CAULKING POOL-POOL BOND	434.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	60.00
MOUNT VERNON LISBON SUN	SUBSCRIPTION-P&A	52.00

MOUNT VERNON, CITY OF	START UP CASH/CONCESSION-POOL	100.00
NEAL'S WATER CONDITIONING SERV	WATER/SALT-P&A	25.15
OFFICE EXPRESS	SUPPLIES-POOL	299.29
P&K MIDWEST INC	BLADES/911JD	72.00
PACE SUPPLY	ROW SEEDING-RUT	1,866.59
PAYROLL	CLAIMS	56,518.05
PERSONAL TOUCH EMBROIDERY	STOCKING CAPS-RUT	71.50
PITNEY BOWES	POSTAGE METER RENTAL-ALL DEPTS	137.67
PITNEY BOWES	POSTAGE METER RENT-ALL DEPTS	146.61
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	365.16
ROBERT BUSER	UNIFORMS-EMA	254.98
SAM'S CLUB #8162	SUPPLIES-POOL	205.43
SENSUS METERING SYSTEMS	SYSTEM SUPPORT-WAT,SEW,SW	1,949.94
SHERWIN WILLIAMS CO.	PAINT-POOL	1,900.00
SHERWIN WILLIAMS CO.	PAINTING TOOLS-POOL	158.86
SIMMERING CORY IOWA CODIFICATI	CODE UPDATES-P&A	230.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	135.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	105.00
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	20.00
STAPLES ADVANTAGE	SUPPLIES-P&A	368.92
SUE RIPKE	MILEAGE-ALL DEPTS	165.05
SUE RIPKE	UNIFORMS-P&A	103.19
TRANS IOWA EQUIPMENT INC	EQUIP REPAIR-RUT	39.46
US CELLULAR	CELL PHONE-ALL DEPTS	322.92
VALLEY ATHLETICS	FIELD PAINT-P&REC	89.98
VEENSTRA & KIMM INC	10TH ST/PAL RD INTERSECTION	7,200.00
VEENSTRA & KIMM INC	ALLEY EVALUATION	1,309.00
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	1,213.80
VEENSTRA & KIMM INC	HWY 30 BYPASS COORDINATION	652.60
VEENSTRA & KIMM INC	NATURE PARK TRAIL PRELIM	431.75
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	22,708.82
	TOTAL	126,427.13

Discussion and Consideration of Setting a Public Hearing Date to Amend the 2016-2017 Fiscal Year Budget - Council Action as Needed. Motion to set a public hearing for the next scheduled City council meeting to amend the 2016-2017 budget made by Rose, seconded by Wieseler. Carried all. Absent: Tuerler.

Discussion and Consideration of WatchGuard Program Update – Police Department – Council Action as Needed. Police Chief Shannon asked Council to consider approving the purchase of a software upgrade for their Video Management System. This system would enhance their video management capabilities and ensure compliance with current Department of Justice standards. The cost for the upgrade will be about \$12,000.00. This purchase was planned for and budgeted. The Police Department has been purchasing the appropriate equipment for their vehicle camera systems since 2013 with this effort in mind. Additional benefits to this program would allow the video to automatically download to the server, reducing staff time and the ability to redact the video to protect identities. Motion to approve video update made by Wieseler, seconded by Roudabush. Carried all. Absent: Tuerler.

Discussion and Consideration of Purchasing an HP DesignJet T795– Council Action as Needed. Staff would like Council to consider approving the purchase of a replacement plotter/printer to be used with the mapping software. The new plotter will have larger memory capabilities allowing staff the ability to print more detailed maps. The current plotter times out and stops printing half of the map. The expected cost of

the plotter is about \$5,500.00. Wieseler motioned to approve plotter purchase, seconded by Rose. Carried all. Absent: Tuerler.

Discussion Items (No Action)

Immigration Resolution Request. Local resident Megan Jones asked Council to adopt an Immigration Resolution similar to the one Iowa City adopted. Jones said that she would stay away from the term sanctuary city; there is no legal definition. Chief Shannon said that he has not reviewed any of this information/resolution with City attorney Bob Hatala; he wanted to hear Council's view first. Chief Shannon said that he would like advice from Council on how they would like to proceed. Roudabush asked what this would do compared to what they (Police Dept) already do. Nobsch said that this would verbalize what he considers they are already doing. Explaining the process Chief Shannon said that they never hold anyone so any arrest is based on probable cause for a crime that is caused in their jurisdiction. That person would be transferred to jail and fingerprinted. The fingerprints are submitted to the NCIC system which if they are illegal would probably trigger some contact with immigration but this would happen through the jail booking process not through the MVPD. The crime is independent to the immigration status. Rose said that he would like to hear what the city attorney has to say about this. Christensen said that he thinks this is a safety issue; no matter what the immigration status people should feel safe and be able to work with the police department.

PPA – City Hall Solar. The application for solar energy on City Hall has been submitted and has been approved. Council was asked to choose the manner in which the solar will be constructed. One option would be a purchase power agreement the other would be for the City to pay for the initial construction and own the array. The PPA agreement is between the City and a third party entity that will take advantage of the tax credits a private person can get versus a government body. The benefit for the City is that there would be a cost savings over the life of the agreement. Christensen said that he favored the PPA.

Reports of Mayor/Council/Administrator

City Administrator's Report. The City will be contracting with the City of Marion to complete center line painting on designated streets. Five interviews for the internship position will take place on May 3, 2017. Staff was informed by Alliant Energy that the Emerald Ash Borer has been found in Lisbon. Hazardous waste will not be a part of the Bulky Item Drop Off this year; the Solid Waste Agency was not be able to do it.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 7:37, p.m. May 1, 2017

Respectfully submitted,
Sue Ripke
City Clerk

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Monday, May 01, 2017 2:34 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LC0037742	Submitted to Local Authority	Chameleons Pub & Grub (119 1st St W Mount Vernon Iowa, 52314)

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

For assistance by email contact Licensing@IowaABD.com

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

AGENDA ITEM # D - 4

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

DATE: May 15, 2017

AGENDA ITEM: Housing Commission

ACTION: Motion

SYNOPSIS: I just wanted to let everyone know which representative was filling each category:

Brenda Langenberg	-	CDG Representative
Trude Elliott	-	P&Z Representative
Kevin Driscoll	-	Bank Representative
Scott Peterson	-	At-Large
Loren Hartelt	-	Development Firm
Marty Christensen	-	City Council
Meridith Hoffman	-	Real Estate
Justin Dix	-	2 mile jurisdiction
Denise Brannaman	-	School Representative

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Consent Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

E. Public Hearing

AGENDA ITEM # E – 1

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

DATE: May 15, 2017

AGENDA ITEM: Public Hearing – Amendment #2 FY 2017 Budget

ACTION: Motion

SYNOPSIS: The Council is being asked to amend the budget for three items. The largest of those items is the \$24,000 in culture and recreation. The FY 2017 budget was already established before the City created an escalating pay scale for seasonal employees (lifeguards and concessions). This resulted in additional labor costs at the pool. The remaining \$7,000 includes \$4,500 for the solar upgrades to the emergency siren and \$2,500 in additional Linn County inspection services.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Finance Director

MAYOR/COUNCIL ACTION: Motion to Close Hearing

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1 & 2

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

DATE:	May 15, 2017
AGENDA ITEM:	Ordinances – Gas and Electric
ACTION:	Motion

SYNOPSIS: The amended ordinances have been supplied to the City. The changes are highlighted in red for both ordinances. Staff has reviewed and is comfortable with the new easement language. The statement requiring the City to purchase an easement for Alliant should it neglect to maintain an easement during the vacation process has been removed. It still requires the City to maintain an easement on the vacated property if utilities are present in the right of way (this would be standard practice).

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Updated Ordinances

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

**CITY OF MOUNT VERNON, IOWA
ELECTRIC FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 12-6-2004A, AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE AN ELECTRIC SYSTEM IN THE CITY OF MOUNT VERNON, IOWA AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years with a limited right of cancellation as stipulated in Section 10 of this agreement; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect

the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

PROPOSED REVISED LANGUAGE

Section 5. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the company of its right to operate and maintain existing facilities and their replacements on, below, above or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley, right-of-way or other public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities.

Section 6. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 7. During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

City-requested added language

The company, its successors and assigns, shall furnish and install all meters at its own expense, and shall provide the service wire to buildings as set forth in the Company's tariff filed with the Iowa Utilities Board.

Section 8. Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 9. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of electricity by the Company within the corporate limits of the City. The franchise fee shall become effective October 1, 2017; provided, however, that such fee shall increase to three percent (3%) effective October 1, 2018; to five percent (5%) effective April 1, 2019. The Company shall begin collecting the franchise

fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 10. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided, except that the City may cancel this franchise on the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within **thirty (30) days** of the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not notified of the cancellation by the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year from and after its acceptance by the said Company, as herein provided. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 11. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 12. The expense of the publication of this Ordinance shall be paid by the Company.

Section 13. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Mount Vernon City Council on the _____ day of _____, 2017.

Jamie Hampton, Mayor

Attest:

Sue Ripke, City Clerk

(CITY SEAL)

**CITY OF MOUNT VERNON, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 12-6-2004B AND GRANTING TO INTERSTATE POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE TWENTY-FIVE YEAR FRANCHISE TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN, AND OPERATE PLANT AND SYSTEMS FOR THE DISTRIBUTION OF NATURAL GAS IN THE CITY OF MOUNT VERNON, IOWA AND TO SELL, DISTRIBUTE, AND SUPPLY NATURAL GAS TO SAID CITY AND ITS INHABITANTS, AND REQUIRING SAID COMPANY TO PAY A FRANCHISE FEE TO THE CITY.

BE IT ORDAINED BY THE City Council of the City of Mount Vernon, Linn County, Iowa, hereinafter referred to as the "City":

Section 1. There is hereby granted to Interstate Power and Light Company, hereinafter referred to as the "Company," its successors and assigns, the right, privilege and non-exclusive franchise for the term of twenty-five (25) years with limited right of cancellation as stipulated in Section 8 from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used in this franchise shall be construed to mean natural gas only.

Section 2. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 3. In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect

the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 4. The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement thereof, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City requires the Company to relocate facilities in the public right of way that have been relocated at Company expense at the direction of the City during the previous ten years, the reasonable costs of such relocation will be paid by the City.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 5. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has gas facilities, the City shall grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

PROPOSED REVISED LANGUAGE

Section 5. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities and their replacements on, below, above or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley, right-of-way or other public ground where the Company has installed gas lines, mains or facilities, the City shall grant the Company a utility easement for said facilities.

Section 6. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 7. There is hereby imposed a franchise fee of one percent (1%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City. The franchise fee shall become effective October 1, 2017; provided, however, that such fee shall increase to three percent (3%) effective October 1, 2018; to five percent (5%) effective October 1, 2019. The Company shall begin collecting the franchise fee upon receipt of written approval of the required tax rider tariff from the Iowa Utilities Board.

The amount of the franchise fee shall be shown separately on the utility bill to each customer. The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter.

The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 8. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided, except that the City may cancel this franchise on the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary of the Anniversary Date of this franchise by notifying Company in writing of its desire to do so, said notification to be given within **thirty (30) days** of the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary respectively of this franchise. If Company is not notified of the cancellation by the fifth (5th), tenth (10th), fifteenth (15th) or twentieth (20th) anniversary then this franchise shall continue without cancellation until the twenty-fifth (25th) year from and after its acceptance by the said Company, as herein provided. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 9. If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 10. The expense of the publication of this Ordinance shall be paid by the Company.

Section 11. This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be supplemented, superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact or maintain any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Mount Vernon City Council on the _____ day of _____, 2017.

Jamie Hampton, Mayor

Attest:

Sue Ripke, City Clerk

(CITY SEAL)

G. Resolutions for Approval

57-548

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2017 - AMENDMENT #2

To the Auditor of LINN County, Iowa:

The City Council of Mount Vernon in said County/Counties met on 5/15/2017, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

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

RESOLUTION No. 5-15-2017A

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017

(AS AMENDED LAST ON 2/6/2017.)

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

Section 1. Following notice published 5/4/2017

and the public hearing held, 5/15/2017 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	1,622,891	0	1,622,891
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
Net Current Property Taxes 3	1,622,891	0	1,622,891
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	753,004	0	753,004
Other City Taxes 6	683,159	0	683,159
Licenses & Permits 7	38,000	0	38,000
Use of Money and Property 8	69,800	0	69,800
Intergovernmental 9	624,765	0	624,765
Charges for Services 10	2,188,988	0	2,188,988
Special Assessments 11	0	0	0
Miscellaneous 12	57,516	0	57,516
Other Financing Sources 13	62,318	0	62,318
Transfers In 14	1,930,114	0	1,930,114
Total Revenues and Other Sources 15	8,030,555	0	8,030,555
Expenditures & Other Financing Uses			
Public Safety 16	819,761	7,000	826,761
Public Works 17	526,410	0	526,410
Health and Social Services 18	0	0	0
Culture and Recreation 19	523,448	24,000	547,448
Community and Economic Development 20	78,900	0	78,900
General Government 21	590,480	0	590,480
Debt Service 22	1,375,229	0	1,375,229
Capital Projects 23	681,420	0	681,420
Total Government Activities Expenditures 24	4,595,648	31,000	4,626,648
Business Type / Enterprises 25	1,560,530	0	1,560,530
Total Gov Activities & Business Expenditures 26	6,156,178	31,000	6,187,178
Transfers Out 27	1,930,114	0	1,930,114
Total Expenditures/Transfers Out 28	8,086,292	31,000	8,117,292
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	-55,737	-31,000	-86,737
Beginning Fund Balance July 1 30	5,600,806	0	5,600,806
Ending Fund Balance June 30 31	5,545,069	-31,000	5,514,069

Passed this _____ day of _____
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2016-2017 CITY BUDGET**

The City Council of Mount Vernon in LINN County, Iowa
will meet at Mount Vernon City Hall

at 6:30 p.m. on 5/15/2017
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2017
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	1,622,891		1,622,891
Less: Uncollected Property Taxes-Levy Year 2			0
Net Current Property Taxes 3	1,622,891	0	1,622,891
Delinquent Property Taxes 4	0		0
TIF Revenues 5	753,004		753,004
Other City Taxes 6	683,159		683,159
Licenses & Permits 7	38,000		38,000
Use of Money and Property 8	69,800		69,800
Intergovernmental 9	624,765		624,765
Charges for Services 10	2,188,988		2,188,988
Special Assessments 11	0		0
Miscellaneous 12	57,516		57,516
Other Financing Sources 13	62,318		62,318
Transfers In 14	1,930,114		1,930,114
Total Revenues and Other Sources 15	8,030,555	0	8,030,555
Expenditures & Other Financing Uses			
Public Safety 16	819,761	7,000	826,761
Public Works 17	526,410		526,410
Health and Social Services 18	0		0
Culture and Recreation 19	523,448	24,000	547,448
Community and Economic Development 20	78,900		78,900
General Government 21	590,480		590,480
Debt Service 22	1,375,229		1,375,229
Capital Projects 23	681,420		681,420
Total Government Activities Expenditures 24	4,595,648	31,000	4,626,648
Business Type / Enterprises 25	1,560,530		1,560,530
Total Gov Activities & Business Expenditures 26	6,156,178	31,000	6,187,178
Transfers Out 27	1,930,114		1,930,114
Total Expenditures/Transfers Out 28	8,086,292	31,000	8,117,292
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	-55,737	-31,000	-86,737
Beginning Fund Balance July 1 30	5,600,806		5,600,806
Ending Fund Balance June 30 31	5,545,069	-31,000	5,514,069

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Expenses: Public Safety; EMA Siren Repair, Increased Building Inspection Fees. Culture and Recreation; Salaries.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Sue Ripke

City Clerk/ Finance Officer Name

AGENDA ITEM # G – 2

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

DATE: May 15, 2017

AGENDA ITEM: Resolution #5-15-2017B

ACTION: Motion

SYNOPSIS: Enclosed you will find a resolution for the City's portion of the annual Fire Department stipends. In the future, this will be included with the non-union annual salary resolution. The City has been paying half of the stipends, but has not passed a resolution designating the desired amount (with increases) since 2013.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

RESOLUTION #5-15-2017B

A Resolution authorizing City portion of annual pay scale for Fire Department officials.

- | | |
|--------------------------|------------|
| 1. Fire Chief: | \$5,000.00 |
| 2. Assistant Fire Chief: | \$1,830.00 |
| 3. SecretaryTreasurer: | \$ 930.00 |

Motion made by _____, seconded by _____ to _____

Resolution #5-15-2017B

Resolution #5-15-2017B _____ on May 15, 2017, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke
Asst. Administrator/City Clerk

AGENDA ITEM # G – 3

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

DATE: May 15, 2017

AGENDA ITEM: Resolution #5-15-2017C

ACTION: Motion

SYNOPSIS: The bids for the 10th Ave SW and Palisades Rd intersection were received and opened by city staff on Thursday, May 11, 2017. The resolution enclosed represents the bid amount from the lowest responsible bidder. The engineer's revised estimate for the project was approximately \$220,000.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

RESOLUTION NO. #5-15-2017C

**RESOLUTION MAKING AWARD OF THE
CONSTRUCTION BID FOR
INTERSECTION IMPROVEMENTS
FOR THE
10th AVE SW AND PALISADES RD INTERSECTION PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TIPTON, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the 2017 Intersection Improvements for 10th Ave SW and Palisades RD SW, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Intersection Improvements

Contractor: Horsfield

Amount of Bid: \$189,043.75

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the 2017 INTERSECTION IMPORVEMTNS FOR 10TH AVE SW AND PALISADES RD, said contract not to be binding on the City until approved by this Council.

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

PASSED and ADOPTED this 15th day of May, 2017.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk



BID TABULATION
2017 INTERSECTION IMPROVEMENTS
MOUNT VERNON, IOWA

Project: Construct 2017 Intersection Improvements which includes all work associated with the reconstruction of the intersection of Tenth Avenue SW and Palisades Road SW for the following unit and lump sum prices:

Bid No. 1
Horsfield Construction, Inc.
505 East Main Street
Epworth, IA 52045

Bid No. 2
Eastern Iowa Exc. & Concrete
121 Nixon Street SE
Cascade, IA 52033

Description	Unit	Estimated Quantities	Unit Price	Extended Price	Unit Price	Extended Price
1.1 Traffic Control	LS	xxxxx	xxxxx	\$ 1,830.00	xxxxx	\$ 2,100.00
1.2 Mobilization	LS	xxxxx	xxxxx	\$ 5,500.00	xxxxx	\$ 8,000.00
1.3 Construction Survey	LS	xxxxx	xxxxx	\$ 3,500.00	xxxxx	\$ 3,800.00
1.4 Erosion Control	LS	xxxxx	xxxxx	\$ 2,000.00	xxxxx	\$ 1,250.00
1.5 Stabilizing Materials	Tons	960	\$ 22.00	\$ 21,120.00	\$ 20.75	\$ 19,920.00
1.6 Surface Removal	SY	1,293	\$ 6.00	\$ 7,758.00	\$ 6.00	\$ 7,758.00
1.7 Topsoil Borrow Material	CY	197	\$ 22.00	\$ 4,334.00	\$ 35.25	\$ 6,944.25
1.8 Manhole/Intake Removal	Ea.	2	\$ 500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00
1.9 Storm Swr Rmvl, (15" & 18" ID)	LF	148	\$ 10.00	\$ 1,480.00	\$ 5.50	\$ 814.00
1.10 Granular Backfill	Tons	35	\$ 17.00	\$ 595.00	\$ 22.65	\$ 792.75
1.11 Unclassified Excavation	CY	800	\$ 12.50	\$ 10,000.00	\$ 10.30	\$ 8,240.00
1.12 Removal & Reinstall Signs	Ea.	7	\$ 120.00	\$ 840.00	\$ 133.00	\$ 931.00
1.13 Storm Swr Manhole, SW-401	Ea.	1	\$ 3,400.00	\$ 3,400.00	\$ 2,950.00	\$ 2,950.00
1.14 Intake SW-505	Ea.	2	\$ 2,750.00	\$ 5,500.00	\$ 2,800.00	\$ 5,600.00
1.15 Storm Swr Pipe, 15" RCP	LF	27	\$ 57.00	\$ 1,539.00	\$ 61.75	\$ 1,667.25
1.16 Storm Swr Pipe, 18" RCP	LF	142	\$ 50.00	\$ 7,100.00	\$ 43.50	\$ 6,177.00
1.17 Longitud. Subdrain, 6", Typ. 2	LF	170	\$ 13.25	\$ 2,252.50	\$ 12.25	\$ 2,082.50
1.18 Subdrain Cleanout, Type 1	Ea.	1	\$ 425.00	\$ 425.00	\$ 350.00	\$ 350.00
1.19 Connection to Existing System	Ea.	1	\$ 250.00	\$ 250.00	\$ 485.00	\$ 485.00
1.20 Modified Subbase	CY	265	\$ 35.00	\$ 9,275.00	\$ 34.50	\$ 9,142.50
1.21 8" PCC Pavement, Reinforced	SY	1,282	\$ 47.75	\$ 61,215.50	\$ 44.75	\$ 57,369.50
1.22 PCC Pav't under Brick Pavers	SY	97	\$ 64.00	\$ 6,208.00	\$ 48.50	\$ 4,704.50
1.23 6" PCC Sidewalk	SY	142	\$ 46.00	\$ 6,532.00	\$ 39.50	\$ 5,609.00
1.24 PCC Service Walk Steps	SY	4	\$ 196.00	\$ 784.00	\$ 255.00	\$ 1,020.00
1.25 Detectable Warning	SF	56	\$ 24.00	\$ 1,344.00	\$ 29.25	\$ 1,638.00
1.26 PCC Brick Pavers	SF	526	\$ 18.00	\$ 9,468.00	\$ 19.25	\$ 10,125.50
1.27 Geogrid	SY	1,600	\$ 2.25	\$ 3,600.00	\$ 6.60	\$ 10,560.00
1.28 Hydrant Assembly Relocation	Ea.	1	\$ 3,000.00	\$ 3,000.00	\$ 2,425.00	\$ 2,425.00
1.29 Fixture Adjustment	Ea.	2	\$ 255.00	\$ 510.00	\$ 175.00	\$ 350.00
1.30 Rolled Erosion Control Product	SY	75	\$ 3.25	\$ 243.75	\$ 8.00	\$ 600.00
1.31 Mulch Tube (6")	LF	670	\$ 2.00	\$ 1,340.00	\$ 2.50	\$ 1,675.00
1.32 Temporary Mailbox	Ea.	2	\$ 150.00	\$ 300.00	\$ 125.00	\$ 250.00
1.33 Class E Revetment	Tons	150	\$ 32.00	\$ 4,800.00	\$ 36.50	\$ 5,475.00
Total Base Bid (Items 1.1 - 1.33)				<u>\$ 189,043.75</u>		<u>\$ 192,105.75</u>



BID TABULATION
2017 INTERSECTION IMPROVEMENTS
MOUNT VERNON, IOWA

Project: Construct 2017 Intersection Improvements which includes all work associated with the reconstruction of the intersection of Tenth Avenue SW and Palisades Road SW for the following unit and lump sum prices:

Bid No. 3
Pirc-Tobin Construction, Inc.
P.O. Box 160
Alburnett, IA 52202

Bid No. 4
Ricklefs Excavating, Ltd.
12536 Buffalo Road
Anamosa, IA 52205

Description	Unit	Estimated Quantities	Unit Price	Extended Price	Unit Price	Extended Price
1.1 Traffic Control	LS	xxxxx	xxxxx	\$ 2,800.52	xxxxx	\$ 2,000.00
1.2 Mobilization	LS	xxxxx	xxxxx	\$ 22,500.00	xxxxx	\$ 40,000.00
1.3 Construction Survey	LS	xxxxx	xxxxx	\$ 4,000.00	xxxxx	\$ 2,000.00
1.4 Erosion Control	LS	xxxxx	xxxxx	\$ 2,250.00	xxxxx	\$ 100.00
1.5 Stabilizing Materials	Tons	960	\$ 25.00	\$ 24,000.00	\$ 16.00	\$ 15,360.00
1.6 Surface Removal	SY	1,293	\$ 5.00	\$ 6,465.00	\$ 10.00	\$ 12,930.00
1.7 Topsoil Borrow Material	CY	197	\$ 25.00	\$ 4,925.00	\$ 12.00	\$ 2,364.00
1.8 Manhole/Intake Removal	Ea.	2	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
1.9 Storm Swr Rmvl, (15"&18" ID)	LF	148	\$ 20.00	\$ 2,960.00	\$ 5.00	\$ 740.00
1.10 Granular Backfill	Tons	35	\$ 16.50	\$ 577.50	\$ 15.00	\$ 525.00
1.11 Unclassified Excavation	CY	800	\$ 12.00	\$ 9,600.00	\$ 10.00	\$ 8,000.00
1.12 Removal & Reinstall Signs	Ea.	7	\$ 125.00	\$ 875.00	\$ 150.00	\$ 1,050.00
1.13 Storm Swr Manhole, SW-401	Ea.	1	\$ 2,800.00	\$ 2,800.00	\$ 4,200.00	\$ 4,200.00
1.14 Intake SW-505	Ea.	2	\$ 3,350.00	\$ 6,700.00	\$ 4,500.00	\$ 9,000.00
1.15 Storm Swr Pipe, 15" RCP	LF	27	\$ 45.00	\$ 1,215.00	\$ 90.00	\$ 2,430.00
1.16 Storm Swr Pipe, 18" RCP	LF	142	\$ 45.00	\$ 6,390.00	\$ 100.00	\$ 14,200.00
1.17 Longitud. Subdrain, 6", Typ. 2	LF	170	\$ 15.00	\$ 2,550.00	\$ 11.00	\$ 1,870.00
1.18 Subdrain Cleanout, Type 1	Ea.	1	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00
1.19 Connection to Existing System	Ea.	1	\$ 150.00	\$ 150.00	\$ 325.00	\$ 325.00
1.20 Modified Subbase	CY	265	\$ 36.00	\$ 9,540.00	\$ 32.00	\$ 8,480.00
1.21 8" PCC Pavement, Reinforced	SY	1,282	\$ 48.00	\$ 61,536.00	\$ 48.20	\$ 61,792.40
1.22 PCC Pav't under Brick Pavers	SY	97	\$ 55.00	\$ 5,335.00	\$ 60.45	\$ 5,863.65
1.23 6" PCC Sidewalk	SY	142	\$ 50.00	\$ 7,100.00	\$ 47.30	\$ 6,716.60
1.24 PCC Service Walk Steps	SY	4	\$ 300.00	\$ 1,200.00	\$ 192.00	\$ 768.00
1.25 Detectable Warning	SF	56	\$ 35.00	\$ 1,960.00	\$ 38.50	\$ 2,156.00
1.26 PCC Brick Pavers	SF	526	\$ 20.00	\$ 10,520.00	\$ 19.00	\$ 9,994.00
1.27 Geogrid	SY	1,600	\$ 5.00	\$ 8,000.00	\$ 2.50	\$ 4,000.00
1.28 Hydrant Assembly Relocation	Ea.	1	\$ 3,250.00	\$ 3,250.00	\$ 3,500.00	\$ 3,500.00
1.29 Fixture Adjustment	Ea.	2	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00
1.30 Rolled Erosion Control Product	SY	75	\$ 2.25	\$ 168.75	\$ 2.00	\$ 150.00
1.31 Mulch Tube (6")	LF	670	\$ 3.00	\$ 2,010.00	\$ 2.20	\$ 1,474.00
1.32 Temporary Mailbox	Ea.	2	\$ 350.00	\$ 700.00	\$ 50.00	\$ 100.00
1.33 Class E Revetment	Tons	150	\$ 45.00	\$ 6,750.00	\$ 30.00	\$ 4,500.00
Total Base Bid (Items 1.1 - 1.33)				<u>\$ 220,777.77</u>		<u>\$ 228,288.65</u>



BID TABULATION
2017 INTERSECTION IMPROVEMENTS
MOUNT VERNON, IOWA

Project: Construct 2017 Intersection Improvements which includes all work associated with the reconstruction of the intersection of Tenth Avenue SW and Palisades Road SW for the following unit and lump sum prices:

Bid No. 5
Tschiggfrie Excavating Co.
425 Julien Dubuque Drive
Dubuque, IA 52003

Description	Unit	Estimated Quantities	Unit Price	Extended Price
1.1 Traffic Control	LS	xxxxx	xxxxx	\$ 2,000.00
1.2 Mobilization	LS	xxxxx	xxxxx	\$ 35,500.00
1.3 Construction Survey	LS	xxxxx	xxxxx	\$ 3,900.00
1.4 Erosion Control	LS	xxxxx	xxxxx	\$ 2,400.00
1.5 Stabilizing Materials	Tons	960	\$ 20.80	\$ 19,968.00
1.6 Surface Removal	SY	1,293	\$ 11.20	\$ 14,481.60
1.7 Topsoil Borrow Material	CY	197	\$ 18.40	\$ 3,624.80
1.8 Manhole/Intake Removal	Ea.	2	\$ 942.00	\$ 1,884.00
1.9 Storm Swr Rmvl, (15" & 18" ID)	LF	148	\$ 20.40	\$ 3,019.20
1.10 Granular Backfill	Tons	35	\$ 20.20	\$ 707.00
1.11 Unclassified Excavation	CY	800	\$ 14.20	\$ 11,360.00
1.12 Removal & Reinstall Signs	Ea.	7	\$ 132.00	\$ 924.00
1.13 Storm Swr Manhole, SW-401	Ea.	1	\$ 1,900.00	\$ 1,900.00
1.14 Intake SW-505	Ea.	2	\$ 3,500.00	\$ 7,000.00
1.15 Storm Swr Pipe, 15" RCP	LF	27	\$ 53.40	\$ 1,441.80
1.16 Storm Swr Pipe, 18" RCP	LF	142	\$ 55.60	\$ 7,895.20
1.17 Longitud. Subdrain, 6", Typ. 2	LF	170	\$ 13.30	\$ 2,261.00
1.18 Subdrain Cleanout, Type 1	Ea.	1	\$ 322.00	\$ 322.00
1.19 Connection to Existing System	Ea.	1	\$ 767.00	\$ 767.00
1.20 Modified Subbase	CY	265	\$ 42.00	\$ 11,130.00
1.21 8" PCC Pavement, Reinforced	SY	1,282	\$ 53.50	\$ 68,587.00
1.22 PCC Pav't under Brick Pavers	SY	97	\$ 54.20	\$ 5,257.40
1.23 6" PCC Sidewalk	SY	142	\$ 52.20	\$ 7,412.40
1.24 PCC Service Walk Steps	SY	4	\$ 41.70	\$ 166.80
1.25 Detectable Warning	SF	56	\$ 24.70	\$ 1,383.20
1.26 PCC Brick Pavers	SF	526	\$ 19.80	\$ 10,414.80
1.27 Geogrid	SY	1,600	\$ 5.70	\$ 9,120.00
1.28 Hydrant Assembly Relocation	Ea.	1	\$ 3,000.00	\$ 3,000.00
1.29 Fixture Adjustment	Ea.	2	\$ 379.00	\$ 758.00
1.30 Rolled Erosion Control Product	SY	75	\$ 11.00	\$ 825.00
1.31 Mulch Tube (6")	LF	670	\$ 4.40	\$ 2,948.00
1.32 Temporary Mailbox	Ea.	2	\$ 186.00	\$ 372.00
1.33 Class E Revetment	Tons	150	\$ 43.70	\$ 6,555.00
Total Base Bid (Items 1.1 - 1.33)				\$ 249,285.20

I hereby certify that this is a true tabulation of bids received on May 11, 2017 by the City of Mount Vernon, Iowa for the 2017 Intersection Improvements.


Dave Schechinger, P.E.
Iowa License No. 16538
My license renewal date is December 31, 2018



AGENDA ITEM # G – 4

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

DATE: May 15, 2017

AGENDA ITEM: Resolution #5-15-2017D

ACTION: Motion

SYNOPSIS: The City has received two requests for additional street lights. Chief Shannon has reviewed the locations and given notice to property owners. The information provided to the residents is enclosed with your packet. No concerns were addressed to staff regarding the Palisades Rd locations. The City received two favorable and one negative comment regarding the 2nd Ave SW locations. Based upon the comments received, Chief Shannon recommended the removal of one light (going from 3-2) and moving the locations.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Police

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution and Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

RESOLUTION NO. #5-15-2017D

RESOLUTION APPROVING THE INSTALLATION OF STREET LIGHTS PALISADES RD AND 2ND AVE SW ACCORDING TO THE TERMS SET FORTH IN THE EXISTING STREET LIGHT CONTRACT

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

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM

PALISADES

Add Number	Delete Number	Wattage	Style of Luminaire	Type and Height of Pole	Wiring OH/UG
3		80w	LED	Existing Poles	

2ND AVE SW

Add Number	Delete Number	Wattage	Style of Luminaire	Type and Height of Pole	Wiring OH/UG
2		80w	LED	Existing Poles	

LOCATION OF NEW INSTALLATION OR CHANGES

1. See attached maps.

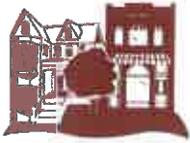
APPROVED AND ADOPTED this 15th day of May, 2017.

CITY OF MT. VERNON:

ATTEST:

Jamie Hampton, Mayor

Sue Ripke, City Clerk



Mount
Vernon
IOWA

Police Department

Douglas J. Shannon, Chief of Police

April 10, 2017

Resident

«NUMBER» «STREET»

Mount Vernon, Iowa 52314

Ref: Addition of Street Lights 2nd Avenue SW (South of 4th Street)

Dear Mount Vernon Resident,

I am writing you today to advise you the City is considering the addition of street lights along 2nd Avenue SW, between 4th Street and Palisades Road. City staff has examined the area and identified three locations for placement of lights. Staff considered the locations which enhance the safety for those walking and driving in this area. Additionally careful consideration was given to the impact on the residents living in the immediate area.



(Yellow arrows indicate location of current street light poles; Red arrows indicate proposed location of additional lights.)

If you have questions, comments, or concerns related to the placement or addition of the street lights, please feel free to contact me by April 16th, 2017 to discuss the matter.

Sincerely,

Doug Shannon
Chief of Police

Dshannon@cityofmtvernon-ia.gov

213 First Street NW
Mount Vernon, Iowa 52314

319-895-6141 (office)
319-895-6617 (fax)

Chris Nosbisch

From: Doug Shannon
Sent: Thursday, April 13, 2017 12:01 PM
To: Chris Nosbisch; Jamie Hampton; Nick Nissen
Subject: 2nd Ave Street lights
Attachments: 2nd Ave SW Street light placement.jpg

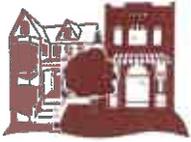
Chris,

I have had two area residents from 2nd Ave SW that have expressed support of the street lights being added to 2nd Ave (Meredith & Francesca). I have also heard from one resident (Don Swenson 509 2nd Ave SW not wanting the light, and advised there was enough "light pollution" from the MVFD. Added the location of the two lights covering the Fire Department lots. The North end of the FD lot begins a downhill descent to the North. The house with the yellow star is where Don lives. He would propose removing the middle light. I believe we can drop this proposal to two lights, but recommend eliminating red arrow closest to Palisades Rd, as the parking lot light for the MVFD is right next to the sidewalk. We could move the middle light (middle red arrow) further south, but not sure that will help Don's position.

Doug Shannon #868

Chief of Police

Mount Vernon Police Department
213 First Street West
Mount Vernon, Iowa 52314
319-895-6141



Mount
Vernon
IOWA

Police Department

Douglas J. Shannon, Chief of Police

March 30, 2017

Resident

«NUMBER» «STREET»

Mount Vernon, Iowa 52314

Ref: Addition of Street Lights along Palisades Road SW

Dear Mount Vernon Resident,

I am writing you today to advise you the City is considering the addition of street lights at three locations along Palisades Road SW, between 10th Avenue & 15th Avenue SW. City staff has examined the area and have identified three locations for placement of lights. Staff considered the locations which enhance the safety for those walking and driving in this area. Additionally careful consideration was given to the impact on the residents living in the immediate area of the proposed light poles to be used.



Directly South of MVHS



1111 Pal Rd



Trail Head

If you have questions, comments, or concerns related to the placement or addition of the street lights, please feel free to contact me by April 14th, 2017 to discuss the matter.

Sincerely,

Doug Shannon

Chief of Police

Dshannon@cityofmtvernon-ia.gov

213 First Street NW
Mount Vernon, Iowa 52314

319-895-6141 (office)
319-895-6617 (fax)



...

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 15, 2017

PAYROLL	CLAIMS	59,133.35
HILLS BANK & TRUST COMPANY	2015 GOWTP IMPROVEMENT PROJECT	38,206.75
CDW GOVERNMENT	HP PLOTTER/PRINTER-RUT	4,793.31
TREASURER STATE OF IOWA	SALES TAX	3,505.00
US BANK	CREDIT CARD PURCHASES	3,295.27
MOUNT VERNON CONSTRUCTION INC	CAULK POOL-POOL BOND	3,098.00
PAYROLL	CLAIMS	2,145.91
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	2,085.00
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	1,800.00
TOTAL TREE CARE OF IOWA CITY	TREE MAINT-RUT	1,500.00
IOWA DEPT OF TRANSPORTATION	TRAFFIC PAINT-RUT	1,187.04
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,075.72
WEX BANK	FUEL-PD,WAT,SEW	1,073.49
UNITED STATES POSTAL SERVICE	METER POSTAGE-ALL DEPTS	1,000.00
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	973.81
KROUL FARM GARDENS	HANGING BASKETS-BEAUT	879.00
ECICOG	ZONING ORDINANCE UPDATE-P&A	830.00
DEREK BOREN	ASST FIRE CHIEF PAY-FD	612.50
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	530.66
MOUNT VERNON MASONIC LODGE	CTW FOOD VENDOR-P&REC	530.00
JACOB BUSTER	SEC/TREAS PAY-FD	462.50
POSTMASTER	NEWSLETTER MAILING-POOL,S/W	431.85
CR/LC SOLID WASTE AGENCY	LEAVES-SW	426.31
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
BARNYARD SCREEN PRINTER LLC	T-SHIRTS/SWIM TEAM-POOL	398.00
LUMPIA SHANGHAI	CTW FOOD VENDOR-P&REC	370.00
BIG'S BBQ	CTW FOOD VENDOR-P&REC	340.00
CARQUEST OF LISBON	VEHICLE MAINT-PW	326.89
GARY'S FOODS	SUPPLIES-P&A,P&REC	303.30
RICKARD SIGN AND DESIGN CORP	YARD SIGNS-P&REC,POOL	280.00
MOUNT VERNON FIRE DEPARTMENT	REIMB FOR RADIO STRAPS-FD	231.00
ALLIANT IES UTILITIES	ENERGY USAGE-FD	224.81
TECHNICOM COMMUNICATIONS SYSTEMS	WI-FI DATA CABLE-PD	211.75
GALLS INC	UNIFORMS-PD	175.95
CITY OF MOUNT VERNON	CTW START UP CASH-P&REC	150.00
BANACOM SIGNS	REFLECTIVE LETTERING-FD	120.00
US CELLULAR	CELL PHONE-PD	116.17
DAVID HAWTHORNE	CTW FOOD VENDOR-P&REC	115.00
IOWA ONE CALL	LOCATES-WAT,SEW	79.20
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	72.01
LYNCH FORD	5K MI MAINT-PD	60.80
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	55.80
ANJI KAT	CTW MUSICIAN-P&REC	50.00
JASON ZBORNIK	CTW MUSICIAN-P&REC	50.00
LAURIE HAAG	CTW MUSICIAN-P&REC	50.00
JASON DAMS	CTW MUSICIAN-P&REC	50.00
MITCH MCANDREW	CTW MUSICIAN-P&REC	50.00
CHRIS SWISER	CTW MUSICIAN-P&REC	50.00
HARMONY GERHARDT	CTW MUSICIAN-P&REC	50.00
ROD DUGAN	CTW MUSICIAN-P&REC	50.00
KIMBERLI MALOY	CTW MUSICIAN-P&REC	50.00
KEVIN BURT	CTW MUSICIAN-P&REC	50.00
MATT FONTEYNE	CTW MUSICIAN-P&REC	50.00
JAMES KENNEDY	CTW MUSICIAN-P&REC	50.00
KIECKS	UNIFORMS-FD	41.97

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, MAY 15, 2017

KIECKS	UNIFORMS-FD	38.95
KIECKS	UNIFORMS-FD	38.95
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-WAT,SEW	37.00
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	30.00
KIECKS	UNIFORMS-FD	23.97
COPYWORKS	COPIES-P&Z	21.90
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	21.40
STAPLES ADVANTAGE	SUPPLIES-P&A	19.99
CAREPRO PHARMACY	SUPPLIES-POOL	17.94
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS PAY-PD	16.00
	TOTAL	134,650.89

AGENDA ITEM # J – 2

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

DATE:	May 15, 2017
AGENDA ITEM:	RFQ Corridor Sub Area Plan
ACTION:	Motion

SYNOPSIS: The City Council earmarked \$80,000 to create a master plan for the south and west growth areas of the community. The RFQ was reviewed and recommended for approval by the planning and zoning commission. Parameters of the corridor plan will be discussed at the Council meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: RFQ

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

REQUEST FOR QUALIFICATIONS

City of Mt. Vernon Corridor Plan

_____, 2017

The City of Mt. Vernon intends to retain professional planning and design services for the City of Mt. Vernon Corridor Plan. The Corridor Plan will guide land use development and public investment decisions as a supplemental document to the 2016 Comprehensive Plan. The intent is to create a master plan that specifies design standards, infrastructure improvements and sustainable growth practices in an effort to streamline the City's development process. Interested and qualified firms are invited to submit Statement of Qualifications for this project based on the tentative scope of work and information identified below.

Project Background

For a number of years, the Iowa Department of Transportation has been discussing a four lane extension of Hwy. 30 that will by-pass the cities of Mt. Vernon and Lisbon. In February of this year, the first project bids were let and the construction process is underway. The proposed by-pass has the potential to open development sites for the City of Mt. Vernon. New tax base, expanded housing opportunities, and additional commercial/office are highlights of the expanded corridor. This project does not come without challenges for a community rich in historic tradition and cultural diversity.

Maximizing development potential while retaining a connection to the current built environment is paramount. Connectivity to the Uptown District and Cornell College will be a mainstay of the corridor plan and the basis for the design guidelines.

Mt. Vernon has traditionally utilized restrictive zoning ordinances to manage growth and control pressure from outside development. This has inadvertently lead to the lack of available housing options and stunted the residential growth of the community. The revised approach will be a proactive creation of sub area development criteria in an effort to reach development consensus prior to demand.

Project Description

The City of Mt. Vernon recently adopted the 2016 comprehensive plan and outlined a number of action items related to the western and southern corridor of the City. These action items include:

- Establish and adopt a fringe area agreement with Linn County and the City of Lisbon
- Create gateway entrances into the community along the new Hwy 30 route
- Establish design standards for growth area #1
- Ensure enough available land for new development
- Create a Hwy 30 bypass area street plan

The corridor plan should be designed to complement the built environment in the community. Design standards should be introduced to maintain the intrigue that draws visitors from across the country to our community.

Project Scope

The City of Mt. Vernon is contacting your firm to determine your interest and capabilities in performing the prescribed work. For budgeting purposes, the city requests a letter outlining your expected fees and schedule of work to be submitted in a sealed envelope. All billable hours including client meetings and site visits should be included in a not to exceed fee for the project. Incidental items such as travel, accommodations, and meal costs for out of town consultants are to be covered by the proposed basic fee.

→ Public Involvement and Participation

The project will require a high degree of public involvement and participation in the planning process. This public involvement will likely include a series of public discussions and informational meetings. A project Steering Committee, which will be composed of representatives from the community, local government and other officials, will be created to provide guidance and input to the consultant. The consultant should expect extensive interaction with the Steering Committee and Planning Commission.

→ Developing the Corridor's Vision and Identity (SWOT Analysis)

Using existing plans, policies or other pertinent data, the consultant must coordinate and synthesize community input to outline a broad and consensus "vision" for the south and west corridors. The consultant will work with the Steering Committee, Planning Commission and other government officials to "connect" the corridor to the current community.

→ Smart Growth and Sustainable Policies

The design guidelines for the corridor should incorporate sustainable practices.

→ Transportation

A specific transportation plan must be determined by location, type and character of the existing roadway and planned roadway network. A corridor and neighborhood-focused plan should be detailed and incorporated in to the Corridor plan. Connectivity to the built community will be a priority.

→ Land Use and Natural Resources

The Land Use Plan must have a strong community and design focus. The plan must focus on the use, location, density, scale and appearance of future development in the community. The consultant is encouraged to propose a process of creative and interactive methods of soliciting citizen and developer input into realistic alternatives for the Planning and Zoning Commission and the City council to consider. The plan should also incorporate data, policies and action steps for securing our natural resources and protecting the benefits and future uses of these areas.

→ **Zoning**

Intended to work as an overlay district, the corridor plan should incorporate design guidelines and zoning requirements for the areas in question. Design guidelines should incorporate visual representations of proposed uses in an effort to reduce confusion of the proposed uses.

→ **Public Works and Services**

The Comprehensive Community Plan must evaluate existing public facilities and infrastructure including water, sanitary sewer and storm sewer and provide the ideal steps for future development.

→ **Parks and Recreation**

The Plan must provide and evaluate the need for additional park and trail amenities. The corridor plan should become a natural extension of the 2016 Mt. Vernon Parks and Recreation Plan.

→ **Housing**

The plan will incorporate a wide spectrum of housing options in an effort to diversify housing stock within the community. Alternative and affordable housing options are seen as essential to the overall growth of the community.

→ **Implementation**

The end product will be a fully operational master plan that will serve as the “blueprint” for all development in the south and west corridor of the City.

Consultant General Expectancies and Responsibilities

The selected consultant will work under the direction of the City Administrator and will be responsible for the consultation with the major stakeholder organizations, citizen boards and the public as well as the following items:

- General Management of the Project
- Drafting and Preparation of plan documents, graphics, mapping and other support services
- Data Collection, analysis and presentation (with support from City Staff)
- Organization and facilitation of public meetings (with support from City Staff)
- Budgeting Project funds
- Regular presentations to the Planning and Zoning Commission, Parks and Recreation, Housing Commission, City Council, and Steering Committee

All documents and final reports shall be presented in digital format for archiving and reproductions. Maps shall be provided in a GIS format.

Anticipated Project Schedule

**Announce Short Listed Firms
Interviews of Short List Firms**

**June 23, 2017
July 6-7, 2017**

Contract Approval/Kickoff
Rough Draft Completion
Final Council Consideration

July 17, 2017
January 2018
March 2018

Selection Process

The selection team will recommend a professional design firm to the Mt. Vernon City Council. Based on the City's evaluation of all Statement of Qualifications submitted, a select number will be invited to interview. The final selection and recommendation of the Firm of Record to the City Council will be based on the interviews and qualifications. All firms submitting a Statement of Qualifications shall be notified of the firms selected for interviews.

The selected firm will be put under contract using standard contract documents, subject to review by the City Attorney.

Statement of Qualifications

The RFQ does not obligate the City of Mt. Vernon a contract to any firm, nor pay any cost incurred in the preparation of proposals submitted in response to this request. The City of Mt. Vernon reserves the right to accept or reject any or all proposals received as a result of this request. All information and material submitted in this request will become the property of the City of Mt. Vernon. Firms interested in providing services for this project shall include (as a minimum) the following in their Statement of Qualifications:

1. Official name and principal officers of your firm;
2. Location of your firm with telephone, email addresses and fax numbers;
3. List the names of the project manager, project team and other key personnel who would be assigned to this project;
4. List all services in addition to those listed that you believe would be required for each respective project;
5. Elaborate on your firm's expertise in each area of service to be provided;
6. Description of any special procedures or unique processes used by your company for work of this nature;
7. Listing of similar contracts your company has had with other cities or state agencies with names of representatives whom the City may contact relative to qualifications of your firm to perform this type of work;
8. Furnish a narrative stating why the City of Mt. Vernon should consider your firm the best qualified for the performance of this work;
9. Cost breakdown of all tasks in order to complete the preparation of the Corridor Plan; and
10. Project timetable for initiating and completing work.

It is expected that the design team that will be utilized for the City of Mt. Vernon Corridor Plan will be present during the interview process.

Document shall be organized in the order presented above. Firms interested in providing services for the project shall submit the requested materials via seven (7) hard copies with tabs and one (1) single PDF file by **no later than 2:00 p.m. on Monday, June 12, 2017** to:

Chris Nosbisch
City Administrator
213 First Street NW
Mt. Vernon, Iowa 52314
Email: cnosbisch@cityofmtvernon-ia.gov
Phone: 319.895.8742

Electronic file may be submitted via flash drive or CD and shall be labeled ***Mt. Vernon Corridor Plan – Statement of Qualifications – firm name***. Statement of Qualifications shall be a maximum of forty (40) pages double-sided (equivalent of 80 pages single-sided) excluding the title page and cover letter. Tabs will not be counted towards the maximum page number as long as they are simply dividers and contain no content. Failure to complying with the criteria set forth, will likely result in rejection of submittal and consideration of the submitting firm. The City reserves the right to request additional information/clarification from firms who submit.

All questions shall be directed to the Project Manager noted above. Alternate contact is:

Matt Siders
Parks and Recreation Director
Email: msiders@cityofmtvernon-ia.gov
Phone: 319.551.9513

All costs associated with the development and submittal of the Statement of Qualifications and interview presentation will be the responsibility of the design professional.

AGENDA ITEM # J – 3

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

DATE:	May 15, 2017
AGENDA ITEM:	Design Services Agreement
ACTION:	Motion

SYNOPSIS: The downtown design committee has indicated that it would like to pursue the south alley project from the streetscape development plan. The plan was completed by Shoemaker & Haaland in 2010-2011. Staff is recommending that the City retain Shoemaker & Haaland to complete the final design work for the alley project. Their estimated total for design and survey work is \$22,000. The original estimate for the south alley project was just under \$150,000. The entire scope of the original project cannot be completed with the existing allocations. However, the original scope will need to be modified as the mural was not factored into the original improvements.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17



May 5th, 2017

Chris Nosbisch
City Administrator
Mount Vernon, Iowa

RE: STREET SCAPE IMPROVEMENTS; SOUTH ALLEY DESIGN SERVICES

Dear Mr. Nosbisch:

The following is the scope and fee for South Alley Project Design services:

BACKGROUND

In December 2010, Shoemaker and Haaland presented the "Streetscape Development Plan" for the downtown area of Mount Vernon. The goal of this project is to implement the "South Alley Connection" portion as outlined in the study.

As noted in the study, upgrades in the alley included, Festoon lighting, ADA compliant walkway with permeable pavers along with accoutrements, such as, pendants, planters and local art etc.

RECOMMENDED SCOPE FOR SOUTH ALLEY

From recent site review and update for pricing for the south alley, the scope was reviewed for construction funds in 120K range.

From the study phase, a ramp and stairs were noted. One suggestion for cost savings would be to utilize full width ramp meeting ADA guidelines. In addition to cost savings, a ramp are generally utilized more that stairs. One other benefit is flexibility of alley use and the ability to introduce accoutrements, such as, planters etc. that can be moved for maintenance work in the alley.

Considerations could be given to eliminating pervious pavers for additional funds for features in within alley and possible south parking lot.

SCOPE OF CONSTRUCTION (ESTIMATE)

- A. Remove and replace surface in the Alley with ADA compliant, full width ramp. Ramp is anticipated to have brick pavers in areas such as the landing of the ramp
- B. Install festoon lighting throughout the alley meeting code light levels per SUDAS
- C. Festoon Lighting would be supported from auxiliary frame system along each alley side and have cross members to minimize loads on existing brick walls
- D. Screening for meters in alley
- E. Alley paving to extend to south of the alley for correction of issues at Move Fit performance

SCOPE OF SERVICES

SURVEY – TOPOGRAPHIC AND UTILITIES

- A. Verification of storm sewer, and other utilities as provided by locating service and the city
- B. Scan alley and adjacent area for detailed locations details and elevation of features
- C. Produce 3D representative drawing of area

CIVIL DESIGN

- A. Verification on overhead lighting for public services (police, fire), private utilities, and owners of the buildings
- B. Prepare base drawing in plan and 3D model to illustrate exist conditions and implemented features
- C. Update opinion of cost for city
- D. Review with city staff and options for committee review
- E. Attend first committee meeting to review impletion plan and have voting for elements within the project
- F. Based on meeting, implement comments into drawing and revisit in final meeting with committee for feedback on options noted
- G. Finalize drawings and specifications for final bidding and lettering

COMMITTEE INPUT MEETINGS

It is our understanding that the meetings will be for *implementation* of the study. Items for consensus by the committee could be elements in the aesthetic nature such as brick patterns colors, art, pendants, etc. as previously reviewed by city staff meeting 2.

- A. Public Input
 - a. Review options for committee input with City staff
 - b. Attend one committee meeting to review implementation plan and allow voting elements within the project
 - c. Based on meeting, implement comments into drawing and revisit final meeting with committee for feedback on options noted

CONSTRUCTION PHASE SERVICES

Shoemaker & Haaland will provide the following construction phase services. These services include:

- A. Address contractor questions and perform plan interpretation
- B. Site visits by design professional to review project progress (two trips included)

CONSTRUCTION PHASE SURVEY SERVICES

If requested, Shoemaker & Haaland will provide scope and fee.

These services include:

1. Construction staking & layout including:
2. Survey control & benchmark(s)
3. Set grade stakes for rough grade
4. Set paving hubs for concrete pavement

SCHEDULE

Work schedule will be determined with owner prior to contract approval.

DESIGN FEES

Civil Design and meeting Services	\$18,000.00
Survey and scanning	\$4,000.00

RESPONSIBILITY OF THE CLIENT/OWNER

- A. Provide survey files in AutoCAD format (previously provided)
- B. Providing access to the property
- C. Geotechnical report and recommendations, if necessary
- D. Permitting

OUT OF SCOPE WORK

- A. Lighting photometric plans
- B. Geotechnical exploration and reports
- C. ALTA survey performed post-demolition and/or post construction and/or other surveys

ADDITIONAL SERVICES

During the course of the project the need for other services may arise. If additional services are requested by the Client/Owner, Shoemaker & Haaland will prepare a proposal for those services and, upon acceptance of the proposal by the Client/Owner, bill the Client/Owner accordingly.

GENERAL TERMS OF AGREEMENT

All services will be performed in accordance with the attached terms and conditions. If you wish to authorize us to proceed, please sign one copy of this letter in the space below and return to us.

Please let us know if you have any questions about this proposal or your project. We would be happy to meet with you to review the proposal, our qualifications, or the project in greater detail.

Sincerely,

SHOEMAKER & HAALAND PROFESSIONAL ENGINEERS



Robert A. Bang P.E.

Shoemaker & Haaland will use AutoCAD Civil 3D to prepare the design. Electronic files in both PDF and AutoCAD 2013 drawing format will be made available to the Client/Owner. Files can be provided to the grading contractor to assist with machine control grading operations; however, we strongly recommend that the Client/Owner require the contractor to provide detailed QA/QC procedures to verify that the contractor has replicated the civil grading design accurately in their machine control grading system. Furthermore, Shoemaker & Haaland assumes no liability regarding the use of said grading files.

Terms and Conditions

Definition. The use of the term Engineer includes, Shoemaker & Haaland Professional Engineers, its Engineers, officers, directors, shareholders, employees and agents, designees, or assignees.

Scope of Service. The scope of service is included in the attached correspondence. Services not expressly identified are excluded from Engineer's scope of service.

Standard of Care. Services performed by Engineer under this Agreement will be with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. No warranty, express or implied, is made or intended for the services under this Agreement.

Cost Estimates. Any Estimate of the Construction Cost or other costs prepared by Engineer represents his estimate or opinion as a design professional and is supplied for general guidance of Client. Engineer has no control over cost of labor and material or over competitive bidding or market conditions, and Engineer does not guarantee the accuracy of such estimates or have any liability if contractor bids or actual cost to Client exceeds Engineer's cost estimate.

Client Information. Client shall provide all criteria, design parameters, construction standards, and full information as to Client's requirements for the Project including design objectives and constraints, space, capacity and performance requirements, and budgetary limitations. Client shall also provide location information for buried utilities and/or structures, tests of subsurface conditions, and any other pertinent data. Engineer shall be entitled to rely on the accuracy and completeness of all information (electronic or otherwise) provided by Client to Engineer. Accordingly, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer and Engineer's officers, directors, shareholders, employees, agents and Engineer's consultant harmless from and against any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by Client to Engineer.

Access To Sites, Permits and Approvals. Unless otherwise agreed, Client will furnish Engineer with right-of-access to the site(s). Engineer will take reasonable precautions to minimize any damage to the property. Some damage may occur as a result of Engineer's access, and the restoration, repair or cost is not part of this agreement or Engineer's responsibility. Unless otherwise agreed, Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the services hereunder.

Hidden Conditions. A condition is hidden if concealed by existing earth, facilities or finishes or if it cannot be visually observed without uncovering the condition. If Engineer has reason to believe that such a condition may exist, Engineer shall notify Client who shall authorize and pay for all costs associated with the investigation, repair or remediation of said condition. Client is responsible for all risks associated with this condition, and Engineer shall not be responsible for the existing condition or any resulting damages to persons or property. Client has disclosed to Engineer all data available to Client concerning known or suspected Hazardous Environmental Conditions or has represented to Engineer that, to the best of Client's knowledge, a Hazardous Environmental Condition does not exist at or near the site.

Shop Drawing Review. If, as a part of this Agreement, Engineer reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by Contractor. Engineer shall not be required to review partial submissions or those for which submissions or correlated items have not been received.

On-Site Observation. If on-site observation of Contractor's work is a part of this Agreement, Engineer shall make visits to the site at intervals appropriate to the various stages of construction as Engineer deems reasonable. The site visits are for the limited purpose of becoming generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the contract documents. However, Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Engineer does not guarantee or warrant the performance of Contractor. Engineer is not responsible for construction means, methods, techniques, sequence or procedures, time of performance, or programs in connection with the construction work. Engineer is not responsible for Contractor's failure to execute the work in accordance with the contract documents. Engineer is not responsible in any way for Contractor's, Subcontractors', or their agents or employee's compliance with OSHA or any federal, state or local laws or regulations. Engineer is not responsible for Project or site safety. Project and site safety shall be the sole responsibility of Contractor. Engineer shall not have control over or charge of acts or omissions of Contractor, Subcontractor, or their agents or employees, or any other persons performing portions of the work. Given the foregoing, Client also shall, to the fullest extent permitted by law, waive any claim against Engineer, and indemnify, defend, and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's alleged failure to exercise site safety responsibility. Client also shall compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim. Such compensation shall be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

Termination. This agreement may be terminated by either party with seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. In the event of termination, Engineer shall be paid for any and all services performed to the termination notice date plus, direct project expenses and reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of Engineer incurred to complete analyses, records, or files and may also include a report on the services performed to the date of notice of termination or suspension.

Payment. Progress payment shall be made for services performed and shall be due upon receipt of invoice. Compensation for additional services shall be paid at Engineer's standard hourly rates. Payment of any invoice by Client shall mean Client is satisfied with Engineer's services to date of payment and is not aware of any deficiencies in those services. If payments are delinquent after thirty (30) days from invoice date, Client agrees to pay interest on the unpaid balance at the rate of 1-1/2% per month from the date of invoice. Any charges held to be in dispute shall be called to the Engineer's attention in writing within ten (10) days of receipt of invoice. Any dispute not resolved within ten (10) days following receipt of written objection shall be resolved within thirty (30) days in accordance with the Mediation provision of this Agreement. Interest as stated above shall be paid on disputed amounts resolved in Engineer's favor. Client agrees to pay attorney fees and all collection costs associated with past due invoices not brought to Engineer's attention as disputed; or in proportion to the results of the Mediation provision, if used. If Client fails to make monthly payments due Engineer, Engineer may after giving seven (7) days written notice to Client, suspend services under this agreement if disputed charges are not paid within 45 days of receipt of Engineer's invoice, and Client agrees to waive any claim against Engineer, and to indemnify, defend and hold Engineer harmless from and against any claims arising from Engineer's suspension or termination due to Client's failure to provide timely payment. No deductions shall be made from Engineer's Compensation on account of any Claim by Client for alleged errors or omissions in the services provided by Engineer.

Delays. If the Project is delayed or if Engineer's services for the Project are delayed or suspended for more than three (3) months for reasons beyond Engineer's control, Engineer may after giving seven (7) days written notice to Client terminate this Agreement and Engineer shall be paid for services performed to the termination notice date,

including direct project expenses due, plus termination expenses. If the Project continues after a delay or suspension of more than 90 days, Engineer shall be entitled to an equitable adjustment of rates and amounts of compensation to reflect costs incurred as a result of such delay or suspension.

Construction Defects. Engineer shall not be responsible for the defects, deficiencies, or omissions in the work of Contractor, any Subcontractor, any of Contractor's or Subcontractor's employees, or any person or entities responsible for performing work which results from the construction contract documents to be prepared by Engineer. Engineer shall have the authority to recommend to the Client rejection of any work that is not, in the judgment of the Engineer, in conformance with the Construction Documents or work plans. Neither this authority nor Engineer's good-faith judgment to reject or not reject any work shall subject Engineer to any liability or cause of action to Contractor, subcontractors or any other suppliers or persons performing work on this project.

Ownership of Documents. In accepting and utilizing any drawings, specifications, reports, work product, or other data, including data on any form of electronic media (all hereafter referred to as drawings and data) generated and provided by Engineer, Client covenants and agrees that all such drawings and data are instruments of service of Engineer, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights, whether the Project is completed or not. In the event of conflict between electronic media and sealed drawings, sealed drawings govern. Client and Engineer agree that any CADD files prepared by Engineer shall conform to Engineer's standard procedure unless noted otherwise in writing. The drawings and data submitted by Engineer to Client are submitted for an acceptance period of 14 days. Any defects Client discovers during this period will be reported to Engineer and will be corrected as part of Engineer's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated as Additional Services. Client further agrees not to use the drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. Client shall make no claim against Engineer resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than Engineer or from any reuse of the drawings and data without the prior written consent of Engineer. Under no circumstances shall transfer of the drawings and data and other instruments of service on electronic media for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

Limitation of Liability. In recognition of the relative risks and benefits of the Project to both Client and Engineer, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Engineer and Engineer's officers, directors, shareholders, employees, agents and its consultants to Client and to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever, including but not limited to Engineer's negligence, professional errors or omissions, strict liability, breach of contract, warranty express or implied, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Engineer and Engineer's officers, directors, shareholders, employees, agents and its consultants to all those named shall not exceed Engineer's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising. In no event shall Engineer be liable for incidental or consequential damages.

Indemnity. Client will require any contractor or subcontractor performing work in connection with drawings and specifications produced under this agreement to indemnify and hold harmless Client and Engineer and Engineer's officers, directors, shareholders, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or alleged to arise from the Contractor's or Subcontractor's negligent acts or omissions in the performance of the work described in the construction contract documents, but not including liability that is due to the negligence of Client, Engineer, or Engineer's officers, directors, shareholders, employees, agents or consultants.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, shareholders, employees and agent and Engineer's consultants from and against any and all claims, suits, demands, liabilities, costs, losses and damages (including but not limited to all fees and charges of Engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, agents and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, shareholders, employees and agent from and against any and all claims, suits, demands, liabilities, costs, losses and damages (including but not limited to all fees and charges of Engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, fungi or bacteria, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of Engineer.

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Client and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Client and Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Acknowledgment. Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any officer, director, shareholder or employee of Engineer, in the execution or performance of this Agreement, shall be made against Engineer and not such officer, director, shareholder or employee.

Force Majeure. Engineer shall not be responsible or liable for any damages or delay, including, but not limited to, those which arise from Acts of God, strikes, walkouts, accidents, Government Acts, or other events beyond the control of Engineer.

Laws. This agreement shall be governed by the laws of the State of Iowa.

Severability. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Engineer, including ownership of documents, shall survive the completion of the services hereunder and the termination of this Agreement.

Assigns. Neither Client nor Engineer shall delegate, assign, substitute or otherwise transfer its duties under this agreement without the written consent of the other party.

AGENDA ITEM # J – 4

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

DATE:	May 15, 2017
AGENDA ITEM:	Variance Decision
ACTION:	Motion

SYNOPSIS: Staff received correspondence from a concerned member of the Board of Adjustment regarding a variance application that had been approved on May 2, 2017. After reviewing the minutes from the meeting, staff recommended to the Mayor that the Council review and possibly remand the decision to the Board of Adjustment. The Board of Adjustment, according to the minutes, indicates that they do not believe there is a hardship present (pg. 3, d.). The hardship clause is a critical component in issuing a variance. Staff has consulted with the City Attorney on the matter, and we are also recommending that the City file a petition of certiorari in Linn County District Court. The petition must be filed within 30 days of the Board's original decision and can be withdrawn should the Board of Adjustment reconsider the variance. Staff is concerned with future precedent should this variance be allowed to stand.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

Board of Adjustment
Minutes
May 2, 2017

Meeting was called to order at 5:03 p.m. by Chairperson Moe Richardson. Those in attendance: Board members Moe Richardson, Lori Boren, Gary Ulch and Roch Player. Also in attendance: Zoning Administrator, Matt Siders, John and Alice Schumacher, 503 4th Street NE, Paul and Sondra Meyers, 514 1st Street SE, Sandy and Steve Gollobit, 780 Lisbon Road and Susan Lacey, 301 12th Avenue SW.

1. Approval of Agenda. Player made a motion to approve the agenda, seconded by Boren. Carried all.
2. Approval of minutes from November 28, 2016. Motion made by Ulch, seconded by Boren to approve the minutes. Carried all.
3. Public Hearing and discussion and possible action on request for a Conditional Use Permit for the change of use from Residential Use Single Family Detached to Commercial Use Bed and Breakfast at 514 1st Street SE. Zoning Administrator, Matt Siders explained that the application was for a Conditional Use Permit for the change of use from residential use of Single Family Detached to Commercial Use Bed and Breakfast. The Meyers would like to turn this property into a bed and breakfast and that falls under commercial use in City zoning. It is a permitted use for the Traditional Use zone as noted in Table 4-2. Richardson asked if the applicants had anything further to add. Paul Meyers explained that in their basic block there are two buildings, their property (which has room for off-street parking) and an apartment building next to them that is multi family. He added that for the most part you will not see a big difference in their property use other than on weekends and a few more cars off the street.

Boren explained that a Conditional Use Permit is different than a variance as it is good for the duration that the property is owned by the current owner or if the use changes. Board members also reviewed a landscape plan provided by the owner. Paul Meyers explained that there has been considerable work done to both the interior and exterior of the property and that reflects the quality that they will put in to the property.

Richardson invited anyone else in attendance to speak if they would like. John Schumacher stated that he and his wife Alice live across the street and when the home went up for sale they were concerned about what would become of

the property. He said what the Meyers have done is very positive and they support the proposal being made today.

Player made a motion to approve the Conditional Use Permit subject to the terms as stated in the application (owner occupied, minimal signage, off-street parking, and improvements done). Boren seconded the motion. Carried all.

4. Public Hearing and discussion and possible action on request for a Variance for a garage that does not meet setback requirements at 780 Lisbon Road NE. Siders explained that he and the owner have been working on this permit for quite some time and trying to come up with a plan that worked. The owner has a large boat on his property as well as a camper and another boat that he would like to store inside and also have a small shop. The way that the proposed garage is designed is that it is attached to the structure. The issue at hand is Suburban Residential has a rear setback of 35 feet and the owner is having a tough time of getting the garage in that area with the size that he needs and wants. Siders explained that the building permit application indicates a 40' x 60' attached garage but the actual size of the proposed garage is 32' x 56', which is indicated on the drawings that were submitted. There is a breezeway connecting the two structures. There will be a garage door and an egress door on the front as well as another door facing the east. Siders went on to explain that part of the structure is 31' from the property line and the other corner of the structure is 37'. Part of the structure is within the required 35' setback but not the entire structure. There is no issue with maximum pervious coverage or maximum building coverage because the lot is fairly large. The requirements for Suburban Residential are maximum building coverage of 35% and maximum pervious coverage of 45%. Siders did some general calculations and there are no issues. Player asked about the property behind this and whether there was any issue with access. He was concerned if the City allowed an encroachment what the impact would be on the neighbors. It was determined that this was not an issue. Siders also explained that the garage height was within the requirements.

Board members then went over the questions and requirements for granting a variance.

Does the property have an unusual shape or topography that creates exceptional difficulties for using the property for its zoned use? (exceptional narrowness, unusual shape or topography) Yes. It does have an unusual shape because of the slope of the back property line and it is not a true square or rectangular lot.

- (a) *Strict application of the zoning ordinance will produce undue hardship and would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.* No, the owner is still able to build a garage here.
- (b) *Such hardship is not shared generally by other properties in the same zoning district and in the same vicinity.* There are no other houses that sit back as far as the one on this property and because of the irregular shape of the lot there is somewhat of a hardship.
- (c) *The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance.* All members agree with this statement.
- (d) *The granting of such variance is based upon reason of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.* No.
- (e) *The condition or situation of the property concerned is not of so general or recurring a nature as to make reasonably practicable a general regulation to be adopted as an amendment to this Zoning Ordinance.* All members agreed with this statement.
- (f) *The granting of the variance will not cause substantial detriment to the public good and will not substantially impair the intent and purpose of any Ordinance or Resolution.* All members agreed with this statement.

Ulch moved that for the property located at 780 Lisbon Road NE the Board of Adjustment grant a variance requesting relief from Chapter 165, Article 4, Table 4-3 (rear setbacks) permitting the owner to infringe one corner of the building be approved for a variance to encroach on the required setbacks by 3 ½ feet with no additional conditions. Richardson stated that this was not a hardship but he would be soft on it and let it go. He also stated if hardship was important on this criteria it wouldn't approve. Ulch said he looked at it that the house was built in 1895, way before any zoning ordinance was adopted. Steve Gollobit said he really wanted the size to be 40' x 60' but there just wasn't enough area. Player asked if there was any way to slide it towards the front of the house. Gollobit said he didn't want it sticking out past the house. He also stated that the proposed size of 32' x 56' was not quite big enough for what he needed but was the only option he had right now. Boren asked why the depth was so detrimental that he couldn't move it the 3 ½ feet back to meet the

requirements. Gollobit stated that he had four boats to store in it plus possibly and RV. It is impossible for him to put what he wants in it by making it any smaller and he doesn't want it sticking out past the front of his house. Boren stated that there is a dilemma with the board approving the variance because technically the garage could be moved to accommodate the requirements. Richardson said he felt that the board should not be that rigid and feels that the variance should be granted. Ulch's motion to approve was seconded by Richardson. Voting yes: Ulch, Richardson. Voting no: Boren, Player. In order for the variance to pass there must be three votes in favor. Boren stated that the most important criteria in her mind is the hardship and to her there is no hardship in this case. Richardson said that the area is so large and no one is going to notice or care. Boren agreed but said the next time someone came to the board and asked why this was granted and theirs wasn't, it could create problems. Ulch again went back to the fact that the house was built in 1895 before there were any zoning ordinance and the property owner shouldn't be held to current standards. Player stated that the board was not asking him to remove a garage that encroaches on setbacks. Player asked if the property had been surveyed. Gollobit said he had located the property pins. Ulch felt that the hardship in this case was that the house was set back so far from the front of the property. Boren just wants to know the next time the board comes into another meeting how they can justify approving this permit. Richardson said because it's unusual and it's large and there is nothing else like it. Boren asked how it is justified if someone says it could have been moved the 3 ½ feet. Richardson stated that the board would say it was a hardship in their judgment. Boren said it wasn't that she didn't want to approve this, she does, but you have to think about these things as a board moving forward. Player said the view shed for the public is from the street and what does it do to the view shed by offsetting the garage to the front. Boren said absolutely nothing. Ulch said this would be considered a "snout house" and he personally does not care for them. Siders said Traditional Residential has a front setback range of 15' to 25' but they allow the garage to be in front of the house. This area is Suburban Residential. Ulch said with the character of the house the way it is now it would not be appropriate to move the garage in front of the house.

Player said he was teetering more towards approval because of the minimal encroachment and the lack of neighbors behind the property. Player also said the strict interpretation is not really a hardship per say but it meets the other criteria. Player made a new motion to approve the variance for the encroachment of the setback at 780 Lisbon Road NE, Mount Vernon, as shown in the application for variance of 4 feet or 31 feet from the property line. Player's motion seconded by Ulch. Voting yes: Ulch, Richardson, and Player. Voting no: Boren. Variance passes.

5. Discussion and possible action regarding electing a chairperson to Board of Adjustment. Richardson felt this process was awkward but understands that the duties should rotate. He has done the best job he knows how. Siders said this was in line with what the other boards and commissions were doing in the City of Mount Vernon and across the nation and this was the only board that didn't have a section on powers and duties and selection of officers. Ulch asked who would run the meetings if Richardson was not in attendance. Siders said that all other boards and commissions had a chairperson and vice chairperson and said that bylaws would need to be added to the current chapter of the zoning ordinance to address this and would recommend a two year term for the election of chairperson and vice-chairperson. Siders suggested that the changes go into effect with the first meeting in 2018. He will draw up some language for the board to review at the next meeting.

Meeting adjourned at 6:03 p.m. with the unanimous consent of the board on May 2, 2017.

Respectfully submitted,
Marsha Dewell
Deputy Clerk



Mount
Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

To: Steve Gollobit, 780 Lisbon Road
From: Matt Siders, Zoning Administrator
CC:
Date: April 11, 2017
Re: Denial of Building Permit for garage at 780 Lisbon Road

Dear All,

The building permit submitted on 3-1-17 from Steve Gollobit is being denied due to not meeting the ordinance below;

1. Chapter 165-Article Four Table 4-3 "Summary of Site Development Regulations" citing Suburban Residential rear yard setback is a minimum of 35 feet.

The site plan shows the attached garage will be located around 31feet from the rear property line at the SE edge of the garage and 37 feet at the SW edge of the garage. The minimum is 35 feet. Although a portion of the garage will be in compliance, the entire garage will not and it would be in violation of the ordinance.

Mr. Gollobit has decided to seek a variance on the rear setback for an attached structure.

Sincerely,

Matt Siders

Zoning Administrator

NOTICE: APPLICATION REVIEW COULD TAKE BETWEEN 10-14 BUSINESS DAYS

CITY OF MOUNT VERNON
Building Permit Application

Date Submitted: 3-1-17
1 Site Address/ Lot Subdivision: 780 Lisbon Rd Mt. Vernon
2 Use of Structure: garage
3 Owner/Tenant: Steve Collobit
Address: same
City: State: ZIP:
Daytime Phone: 319-651-6346 Other Phone:
E-Mail:
4 Contractor: Robinson Construction Brad Robinson owner
Address:
City: State: ZIP:
Daytime Phone: Other Phone:
E-Mail:

State or County License #'s
4a) Electrical Sub-Contractor License #
4b) Mechanical Sub-Contractor License #
4c) Plumbing Sub-Contractor License #
4d) Other Sub-Contractor License #

5 Project Description: 40 x 60 attached garage

6 Plans Required: Submit Three (3) Copies
Plot Plan Elevations Foundation Plan
Floor Plans Cross Sections Details
Mechanical Electrical Other
Heating/Cooling

7 Contact Person: Steve Collobit Phone: 319-651-6346
8 Dollar Valuation of Project: \$70,000

To Be Completed by City of Mount Vernon

Table with 2 columns: Is Project Subject To (Iowa Architectural Law, Formal Site Plan Review, Plot Plan Review, Energy Code Review, Historic Preservation Review, Flood Plain Regulations) and Yes/No checkboxes. Right side contains Site Zone, Lot Area, Linn Co. Fees, MV Admin Fee (35.00), Other, Staff Initials, Linn Co Permit #, MV Permit #, Date Issued.

Zoning Admin: Reason (if denied): Approved: Denied: X Date: 4/10/17

Signature: [Handwritten Signature]
City of Mount Vernon Fax #319-895-6108

For new construction and remodeling: Conduit needs to be run for the outside meter reading device and installation of the outside reading device is required prior to occupancy. A 3/4" minimum diameter for conduit is required. A 24 hour notice is required for water inspection and installation. All water meters will be installed by the City. Water turn on can only be performed by a City employee. A 48 hour notice prior to closing on new construction required for final inspection and to allow for any deficiencies to be correction. Review may take 10-14 days.

Mount Vernon, Iowa
Application for Variance

Please type or print legibly

Applicant

Name: Steve Gallobit

Address: 780 Lisbon Rd

Telephone: 319-651-6346 Email: deerslayer13-15@yahoo.com

Owner of Property: _____
(if different from Applicant)

Property (the property that the Variance is for)

Address: _____
(if different from Applicant's address above)

Year Property Acquired by Owner: 1998

Present Property Zoning Classification: residential

Present Use of Property: Home

Reason for Variance request:

What zoning regulation do you want relief from: 130
(give the Ordinance cite – put at top of page 2 & 3)

What do you want to do that is prohibited by the zoning regulation:

I would like to build a attached garage, with less than 35' to back property line to 15'
(repeat at top of page 2 & 3)

Attachments

Attach any information that illustrates what you wish to do with the Property and why you need a Variance to do it (such as: maps, site plans, architectural drawings, and drawings of the property showing lot measurements, shape of lot, set-backs, buildings, topography of site, elevations, measurements to relevant adjoining lots or structures; etc.)

Complete pages 2 and 3 of this form.

Return this Application with attachments to the Zoning Administrator.

AN INCOMPLETE APPLICATION WILL NOT BE SUBMITTED TO THE BOARD OF ADJUSTMENT.

Steve Gallobit
Owner's signature

Date 2-13-17

Ordinance # 1310 (d) What do you want to do build garage

The Board of Adjustment will not grant a variance from the zoning regulations unless the Board finds that the requirements of §1310(d)(1) have been met.¹

It is up to the Applicant to show that all of the requirements are met.

State how each of the following requirements are met:

Undue Hardship exists §1310(d)(1)(a) & (d)

How does the zoning regulation impose an undue hardship on you by depriving you of rights enjoyed by other properties in your zoning district? Mere inconvenience, or a preference to do things differently, or the ability to attain greater enjoyment or greater financial benefit is not an undue hardship.

the property to the south of 780 Lisbon Rd is owned by Gordy + Annita Clark
there is no alley or other buildings on their property other than their home
Gordy said it would be alright to build a attached garage closer than the 35' restriction if it is alright with City of Mt. Vernon
to 15' or south line

(if you need more space, continue your answers on additional pages)

Is Hardship unique? Or is it generally shared? §1310(d)(1)(b)&(e)

Are there other properties in your zoning district that have, or have had, the same situation?

Yes No

If yes, please explain: _____

¹ §1310(d) of the Zoning Regulations, Chapter 165 of the Code of Ordinances, Mount Vernon, IA

Ordinance # _____ What do you want to do build garage less than 35
to back property

Effect on neighbors and character of the district §1310(d)(1)(c)

If you are given a variance, how will you avoid any negative impact on your neighbors?

I will talk with them to see if it
is al right to get variance

If you are given a variance, how will you insure that your property continues to be consistent with the character of your district?

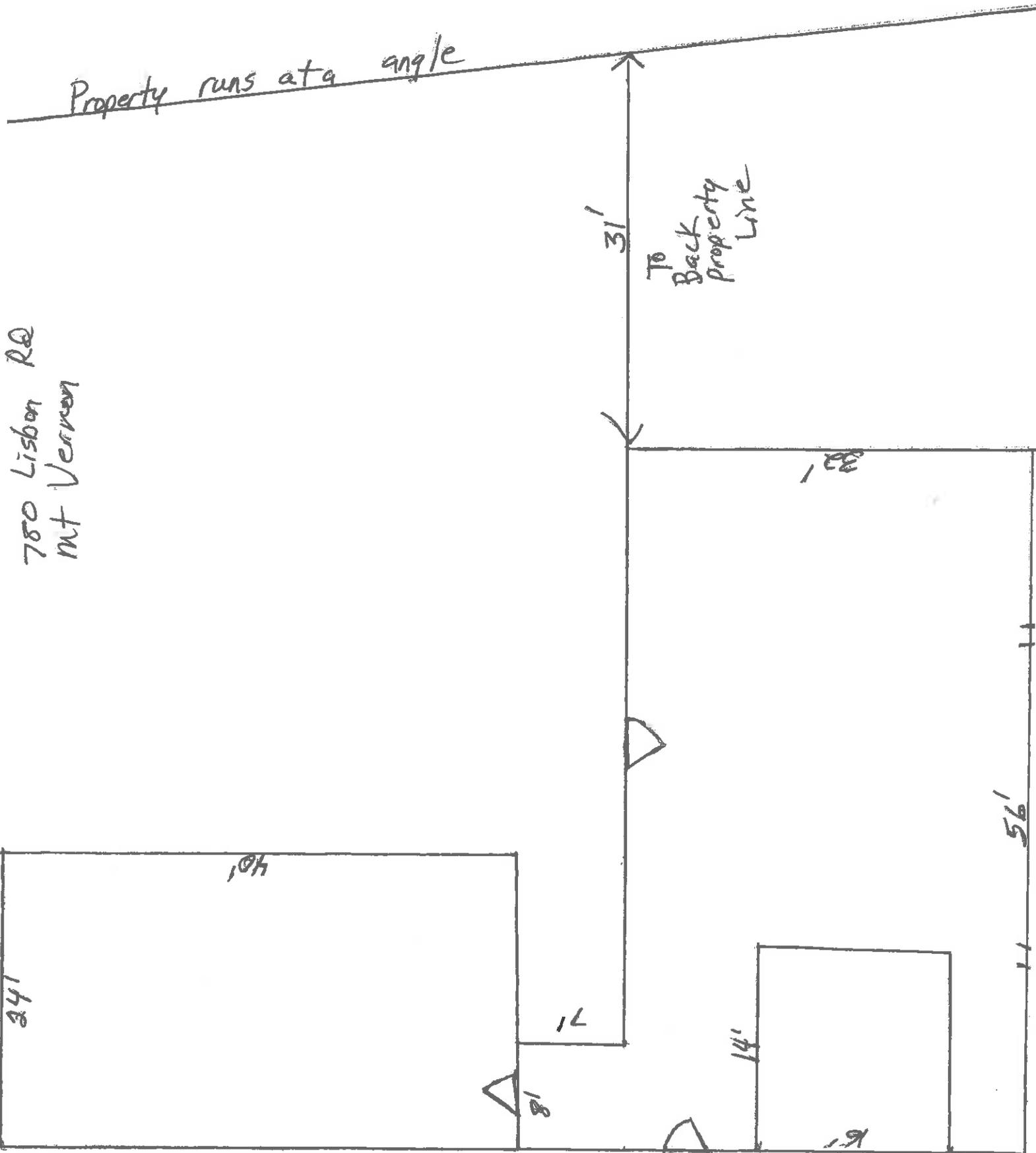
it is a improvement to my Property

Effect on public good and compliance with zoning purpose §1310(d)(1)(f)

Zoning regulations are adopted for the public safety and welfare, and to accomplish specific land use purposes.

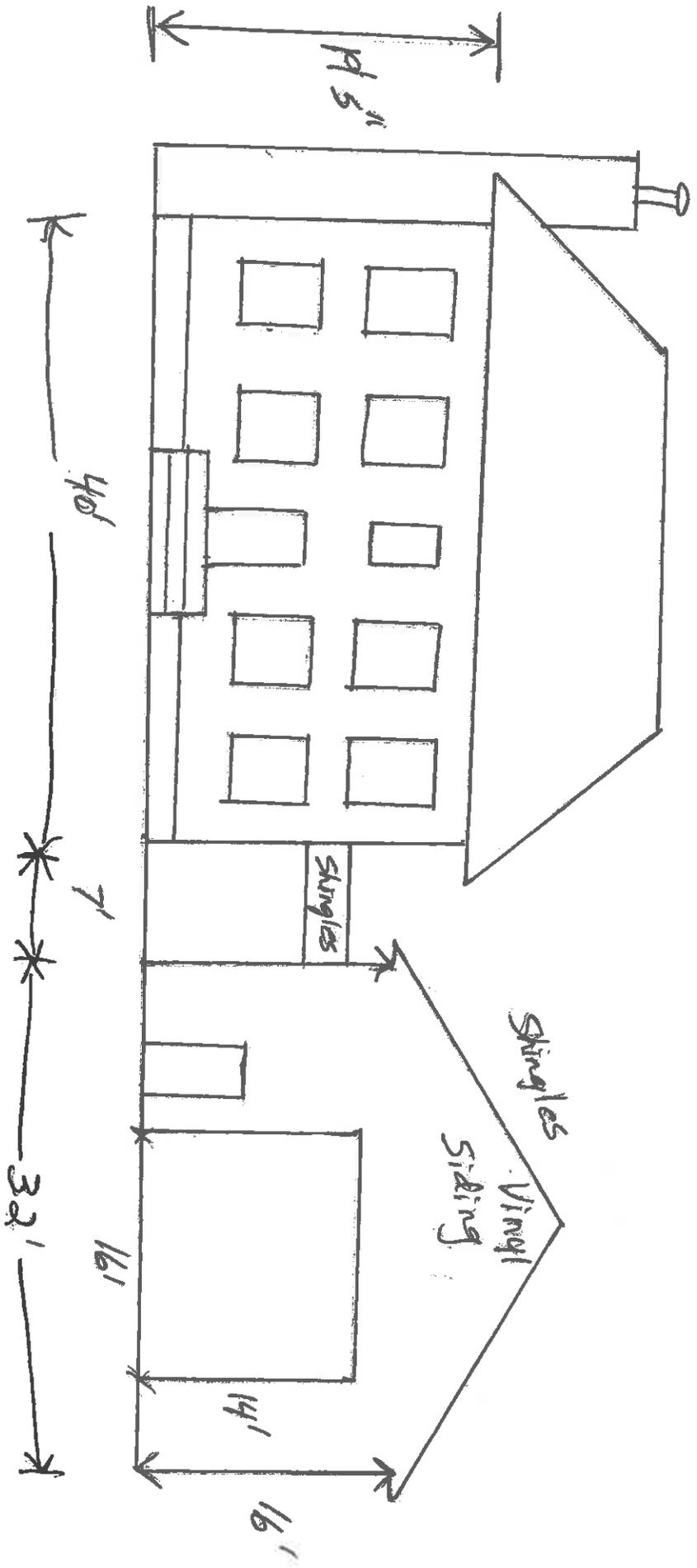
If you are given a variance, how will you insure that your project complies with, and does not undermine, the intent and purpose of your zoning district?

I will follow any rules given by
the City of Mt Vernon



780 Lisbon Rd
Mt Vernon

780 Lisbon Rd
Mt Vernon



AGENDA ITEM # J – 5

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

DATE: May 15, 2017

AGENDA ITEM: Alley

ACTION: Motion

SYNOPSIS: V&K Engineering provided possible corrective measures at a previous Council meeting. Staff is asking the Council for further discussion on possible alternatives and funding sources. The City is considering three options, only two are feasible as the first would be to do nothing and leave the alley closed. The less expensive method would be to use flow-able mortar to try and stabilize the voids (this was a potential 7 year, \$31,000+ fix). The last, more permanent option, would be to remove the alley, correct the drainage, and reconstruct the infrastructure (\$131,000+). Staff is seeking direction as to the remedy Council would like to pursue.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

AGENDA ITEM # J – 6

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

DATE:	May 15, 2017
AGENDA ITEM:	HBK Engineering
ACTION:	Motion

SYNOPSIS: The Mt. Vernon School District has given the City permission to move forward with testing of the possible community center site. The City needs to make sure the site is feasible before negotiating a permanent transfer with the school. HBK Engineering was the firm of record in the OPN Architects design contract.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: HBK Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

Date	March 1, 2017
Valid Until	April 1, 2017
HBK Job#	TBD
Job Title	Mount Vernon Wellness Center

Customer:
Justin Bishop
OPN Architects

Quote/Project Description
Topographic, Boundary and Utility Survey

Description	Units	Count	Rate	Line Total
Establish / Confirm Control / Benchmarks (1 trip)	HR	10.00	168.00	1,680.00
Boundary Survey (2 trips)	HR	20.00	95.00	1,900.00
Open Area Topo (2 trips)	HR	16.00	95.00	1,520.00
Existing Utility Survey (2 trips)	HR	16.00	95.00	1,520.00
Easement and ROW Investigation	HR	8.00	95.00	760.00
Plat of Survey	HR	8.00	110.00	880.00
Project Management and Scheduling	HR	4.00	100.00	400.00
<i>Additional Staking Requests (Hourly Rates)</i>				
1 person crew				95.00/hr
2 person crew				168.00/hr

Special Notes and Instructions

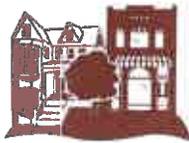
Subtotal	\$	8,660.00
Discount		-
Sales Tax Rate	%	0.00
Sales Tax		-
Total	\$	8,660.00

Above information is not an invoice and only an estimate of services/goods described above.
Acceptance of service quotation will be followed up by a Professional Services Agreement (PSA.)

Thanks for the Opportunity to Provide you a Quote

Should you have any enquiries concerning this quote, please contact Rob Decker on 319.333.9322

K. Reports-Received/File



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Doug Shannon, Chief of Police

Jamie Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

April 2017
POLICE REPORT

Vehicle Collisions

There were 6 reported collisions in April. The first collision occurred in the 100 block of 1st St E, when a vehicle was attempting to park in front of Care Pro Pharmacy. The driver was attempting to park when his foot hit the accelerator instead of the brake. The vehicle jumped the curb, ran over a sign, and struck the Care Pro pharmacy building. No injuries were reported and damage was estimated at \$2,500. The second collision occurred at the intersection of 1st St & Hwy 1. This collision occurred as the result to a vehicle attempting to turn left onto 1st Street West from Hwy 1 failed to yield to a vehicle that was travelling south on Hwy 1. No injuries were reported and damage was estimated at \$11,000. The third collision occurred on Hwy 1 at the driveway for Plaza Auto Auction. This collision was the result to a vehicle exiting Plaza Auto Auction to proceed north on Hwy 1 failing to yield upon entering Hwy to a vehicle that was travelling north on Hwy 1. No injuries were reported and damage was estimated at \$8,000. The fourth collision occurred at Hwy 1 & 30 when a vehicle travelling east on Hwy 30 failed to yield upon entering the roundabout to a vehicle that was southbound on Hwy 1 in the traffic circle. No injuries were reported, and damage was estimated at \$3,000. The fifth collision occurred on Hwy 30 at the intersection of Willow Creek Rd. This collision occurred when a vehicle travelling west on Hwy 30 attempted to turn left onto Willow Creek Rd, which was closed as a result of the construction. This vehicle then braked, causing a chain reaction to vehicles following this vehicle. The fourth vehicle in line failed to stop in assured clear distance, colliding with the vehicle in front of them, pushing them into the next two vehicles. Three of the drivers sustained non-life-threatening injuries and were transported to the hospital. Damage was estimated at \$38,000. The sixth collision occurred in the 400 blk of B Ave NE. This collision was the result of a driver striking a legally parked vehicle. No injuries were reported and damage was estimated at \$3,000.

Incidents/Arrest

There were 26 reported incidents in April. Reports included: Informational report- public assist forced entry to house, Theft, possession of controlled substance, agency assist death investigation, harassment, theft from vehicle, fraud, criminal mischief, threats, found property, recovery of stolen vehicle, counterfeit currency, and OWI. As a result of the reported incidents, Officers made five arrests in April. Charges included: Possession of marijuana (3rd offense); unlawful possession of prescription drugs, possession of drug paraphernalia, and OWI.



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Doug Shannon, Chief of Police

Jamie Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

Community Service:

- Officer Gehrke completed the DARE program, with a graduation ceremony on April 7th for the 5th Grade students and a Subway party for the 7th grade students.
- Mount Vernon Police Department participated in the DEA's National Drug Take Back event on 4/29/2017. Mount Vernon collected 124 pounds of unwanted prescription medications this year. As part of this Drug Take Back event Iowa collected 11,762 pounds of medication.

Training

- Officer Gehrke attended update training regarding Child Passenger Safety and recertification as a Child Seat Technician
- Chief Shannon attended training provided by the United States Secret Service regarding Threat Assessment and Prevention of Targeted Violence against Public Officials.
- Deaf Iowans Against Abuse came to Mount Vernon and provided training to our department educating officers on how to assist deaf or hard of hearing individuals, including legal requirements, and resources available to law enforcement through DIAA.
- Officer Moel & Officer Mehlert attended the Governors Traffic Safety Bureau's conference in Altoona on April 19 & 20th.

GTSB

In April 2017 officers worked 17 hours of STEP, 9 of which were part of a county wide joint enforcement project on 4/14/2017. During April enforcement, officers contacted 2 speed violations, 1 stop sign/light violation, and 9 other traffic violations. The joint project was a cooperative effort by Marion PD, Linn County Sheriff's Office, Robins Police Department, and Mount Vernon Police Department. This project resulted in 2 seatbelt citations, 39 speed violations, 13, registration violations, 1 stop sign/light violation, 3 tinted window violations, 4 equipment violations, 3 other violations, 3 insurance violations, and 3 motorist assists. In April, we also had two officers attend the GTSB conference in Altoona

LISBON

Mount Vernon Police Department has supplemented police coverage for the City of Lisbon since November 28, 2016. Per the 28E agreement our department provided the following service to Lisbon in April 2017:

- Patrol: 3,610 minutes
- Calls for service: 375 minutes (13 calls for service)
- Administrative time: 155 minutes



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Doug Shannon, Chief of Police

Jamie Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

Total time for April: 4,140 minutes.

Lisbon was invoiced for February 1st – April 30th, 2017 as follows:

- February 2017: 4,445 minutes - \$2,963.33
- March 2017: 4,360 minutes - \$2,906.67
- April 2017: 4,140 minutes - \$2,760.00

Total invoiced (Feb-Apr): \$8,630.00

Respectfully Submitted,

Chief of Police



**Public Works Report
May 15, 2017**

Parks

Mowing the 52 plus acres that the city has will be more consistent when the public works team has seasonal staff on board. Seasonal staff is expected to start showing up the 3rd or 4th week in May. This will allow us to get into more of a set routine of when things will be mowed and trimmed. Currently staff is minus one staff member so finding dedicated time to mow is a balancing act.

Pool

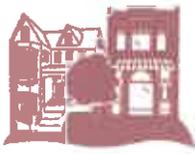
The pool has been painted, along with is now full of water. Staff added some grit to the zero deck while painting. The fear is we didn't add enough grit to prevent kids from falling as they enter the zero deck. Staff went light on the added grit because of previous years' complaints about how rough the floor was, but it may have been to light. If this becomes an issue for this season staff will address it in the fall when we drain the pool.

ROW and Streets

Staff has now planted 8 trees in the Right of Way, from the re-forestry grant the city received. The city still has 9 trees remaining that need homes. If we do not receive any request for these trees city staff will begin asking residents that have had a tree removed in the last 3 to 5 years.

Emerald Ash Borer

Ash tree injections have begun. The city has 211 ash trees as of 2014 the last time injections were done. The cost to inject is 20 to 25 thousand dollars. This year the city has purchased a tablet to record data for each ash tree injected. The city will rate each ash trees condition. After the injections have been finished the city will plan to start removing the ash trees with the worst rating. Currently there is no long-term solution to EAB. If the city were to remove every ash tree at an average cost of \$1000.00 dollars per tree it would cost \$211,000 dollars. The city is unable to budget this kind of money. So, the goal would be to continue treating these trees every 2-3 years while also slowly removing the trees in the worst condition. This will help spread out he cost of removal. By treating every tree this also buys us time to remove the trees. If a tree would develop EAB, tree removal cost could go up as much as 10 times the amount if the tree were healthy. This is due to the extremely hazardous conditions a tree causes by having EAB. EAB makes the tree brittle to extent that 10 plus inch diameter limbs will fail. Knowing this tree trimming companies require extra time, along with cost to remove EAB trees.



Parks and Recreation Department
Directors Report
April 15 – May 15 2017

Parks

- **Staff are working hard to keep up with the dandelion problems at all of the parks.**
- **Naming of parks (those without official names) will be discussed at the May Park and Rec Board Meeting and a recommendation will be brought to Council in June.**
- **DNR supplied the quarry with 112 largemouth bass from 8-15 inches and 145 bluegill from 5-9 inches on April 26th (\$2,500 value for free).**
- **DNR will not be able to apply the chemical needed to rid of the duck meal (foliage) problem we always incur at the quarry. Mike Wehde was not able to acquire an aquatic spray license yet, so we will be contacting Bjornsen Pond Management for a quote.**
- **On April 21st from 1:30-3:00pm the entire 4th Grade class from Washington Elementary participated in an Earth Day field trip to Nature Park where they learned about tree planting and maintenance and also helped clean up the park. What a great job! I would also like to thank Donnie Feddersen and Mike Wehde for providing the educational piece and for their help throughout the afternoon.**

Sports

- **Currently we have 10 T-ball teams, 12 Coach Pitch teams, and 6 Player Pitch teams for the summer for a total of 220 kids registered.**
- **Offering Adult Coed Softball again at Davis Park this summer starting first weekend of June.**

Pool

- **Pool has been painted. Great job Public Works staff.**
- **Pool Open date is scheduled for May 27th.**
- **Pool has been filled and staff will continue to maintain chemicals for a few weeks.**
- **Staff in-water trainings can begin week of May 15th.**
- **New slide was ordered and should arrive soon.**



**Mount
Vernon**
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Jamie A. Hampton, Mayor

Council:

Eric Roudabush
Paul Tuerler
Marty Christensen
Scott Rose
Tom Wieseler

Misc

Chalk the Walk

- ***Huge success with 150 artists...largest ever (again). Weather was so awesome and the event was huge...thank you to the committee and everyone who helped make it happen. Side note...we had two boxes of two dozen chalk sets left over, so purchasing additional chalk allowed us to not run out.***
- ***Food vendors all sold out of food on one or both days.***

Events and Classes

- ***Summer Camps/Classes are currently being promoted. Comedy Camp, History Heroes, Robot Camp, Art Camp, and Lego Camp. More camps coming soon.***

L. Discussion Items (No Action)

AGENDA ITEM # L - 1

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

DATE: May 15, 2017

AGENDA ITEM: Fireworks

ACTION: Motion

SYNOPSIS: Governor Branstad has signed the fireworks legislation into law. I have included the local ordinances that the City currently has adopted. There are two issues that the Council would need to consider. First, does the City want to allow the use of fireworks in the community as allowed by the new State law (the City can modify to their specifications). The second, does the Council wish to have the planning and zoning commission consider changes to the zoning code as it relates to outdoor special sales. The Iowa law states that cities cannot prevent the sales of fireworks in their community. Staff believes the City is still allowed to regulate the size and location of the sales venues through zoning ordinances.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator/Public Safety

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 5/11/17

hallway, steps, stairway, doorway or window thereof, or onto any public or private land.

41.11 FIREWORKS PERMIT. The City may, upon application in writing, grant a permit for the display of fireworks by a City agency, fair associations, amusement parks and other organizations or groups of individuals approved by City authorities when such fireworks display will be handled by a competent operator. No permit shall be granted hereunder unless the operator or sponsoring organization has filed with the City evidence of insurance in the following amounts:

1. Personal Injury:.....\$250,000.00 per person.
2. Property Damage:\$ 50,000.00.
3. Total Exposure:.....\$1,000,000.00.

(Code of Iowa, Sec. 727.2)

41.12 HUNTING AND TRAPPING. No person shall hunt with a firearm, bow and arrow, spear or any other device capable of inflicting death or injury to any animal or person, or set traps of any kind, except traps for pest or nuisance control, within the corporate City limits. This section is not applicable to trapping within the corporate City limits when the property is zoned "agricultural."

41.13 INTERFERENCE WITH OFFICIAL ACTS. No person shall knowingly resist or obstruct anyone known by the person to be a peace officer, emergency medical care provider or fire fighter, whether paid or volunteer, in the performance of any act which is within the scope of the lawful duty or authority of that officer, emergency medical care provider or fire fighter, or shall knowingly resist or obstruct the service or execution by any authorized person of any civil or criminal process or order of any court. The terms "resist" and "obstruct" as used in this section do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically. *(Ord. 9-8-2003C - Oct. 03 Supp.)*

(Code of Iowa, Sec. 719.1)

6

ARTICLE SIX

SUPPLEMENTAL USE REGULATIONS

601 Purpose

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance. The regulations contained in this Article pertain both to uses allowed by right within various zoning districts; and to uses that require approval as Conditional Uses by the Board of Adjustment. Nothing contained in this section shall limit the right of the Board of Adjustment to impose additional conditions on developments seeking Conditional Use approval.

602 Supplemental Use Regulations: Agricultural Uses

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

a. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:

1. Garden Centers

(a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.

(b) Garden centers must conform to all site development regulations for the zoning district.

(c) Any garden center adjacent to a residential district must maintain a 20-foot landscaped bufferyard, consistent with the standards established in Section 804.

2. Roadside Stands

(a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.

(b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.

(c) A roadside stand may operate for a maximum of 180 days in any one year.

b. Animal Production

1. No commercial poultry or livestock operation shall be located within 100 feet of any residential or commercial zoning district.

d. Industrial and Miscellaneous Use Types

1. Outdoor storage is permitted where it is incidental to industrial uses within the AG and LI zoning districts. Any such outdoor storage is subject to screening requirements set forth in Article Eight.

2. Outdoor storage is permitted where incidental to landfills.

(Ord. 8-1-2011A – Jan. 12 Supp.)

612 Supplemental Use Regulations: Temporary Uses

a. Purpose

These provisions are intended to permit occasional, temporary uses and activities, when consistent with the objectives of the Zoning Ordinance and compatible with surrounding uses. They are further intended to prevent temporary uses from assuming the character of permanent uses.

b. Temporary Use Types

The following temporary uses are permitted, subject to the regulations contained within these sections:

1. Model homes or apartments, if contained within the development to which they pertain.

2. Development sales offices. Such offices may remain in place until 90% of the lots or units within the development are sold and may not be located within a mobile home or manufactured home/structure.

3. Public assemblies, displays, and exhibits.

4. Commercial circuses, carnivals, fairs, festivals, or other transient events, provided that events are located on property owned by the sponsoring non-profit organization, or are located within a TC or more intensive zoning district.

5. Outdoor art shows and exhibits.

6. Christmas tree or other holiday-related merchandise sales lots, provided that such facilities are not located in a residential zoning district.

7. Construction site offices, if located on the construction site itself.

8. Outdoor special sales, provided that such sales operate no more than three days in the same week and five days in the same month; and are located in commercial or industrial zoning districts.

9. Construction Batch Plants in the LI District , provided that:

(a) No plant may be located within 600 feet of a developed residential use, park, or school.

(b) The facility is located no more than one mile from its job site. The Zoning Administrator may extend this distance to two miles, if such extension avoids use of local streets by plant-related vehicles.

(c) Hours of operation do not exceed 12 hours per day.

(d) The duration of the plant's operation does not exceed 180 days.

SUPPLEMENTAL USE REGULATIONS

10. Additional temporary uses that the Zoning Administrator determines to be similar to the previously described uses in this section.

c. Required Conditions of All Temporary Uses

1. Each site shall be left free of debris, litter, or other evidence of the use upon its completion or removal.

2. The Zoning Administrator may establish other conditions which he/she deems necessary to ensure compatibility with surrounding land uses.

d. Permit Application and Issuance

1. An application to conduct a temporary use shall be made to the Zoning Administrator and shall include at a minimum a description of the proposed use; a diagram of its location; information regarding hours and duration of operation; and other information necessary to evaluate the application.

2. The Zoning Administrator may authorize a temporary use only if he/she determines that:

(a) The use will not impair the normal operation of a present or future permanent use on the site.

(b) The use will be compatible with surrounding uses and will not adversely affect the public health, safety, and welfare.

3. The duration of the permit shall be explicitly stated on the permit.

4. Decisions of the Zoning Administrator may be appealed to the Board of Adjustment.

(Ord. 8-1-2011A - Jan. 12 Supp.)

Senate File 489 - Enrolled

Senate File 489

AN ACT
RELATING TO THE POSSESSION, SALE, TRANSFER, PURCHASE, AND USE OF
FIREWORKS, PROVIDING PENALTIES, AND INCLUDING EFFECTIVE DATE
PROVISIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I
FIREWORKS REGULATION

Section 1. Section 100.1, subsection 4, paragraph b, Code 2017, is amended to read as follows:

b. The storage, transportation, handling, and use of flammable liquids, combustibles, fireworks, and explosives;

Sec. 2. Section 100.1, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 8. To order the suspension of the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2, if the fire marshal determines that the use of such devices would constitute a threat to public safety.

Senate File 489, p. 2

Sec. 3. NEW SECTION. **100.19 Consumer fireworks seller licensing — penalty — fund.**

1. As used in this section:

a. "APA 87-1" means the American pyrotechnics association standard 87-1, as published in December 2001.

b. "Community group" means a nonprofit entity that is open for membership to the general public which is exempt from federal income taxation pursuant to section 501(c)(3) of the Internal Revenue Code or a fraternal benefit society, as that term is defined in section 512B.3.

c. "First-class consumer fireworks" means the following consumer fireworks, as described in APA 87-1, chapter 3:

- (1) Aerial shell kits and reloadable tubes.
- (2) Chasers.
- (3) Helicopter and aerial spinners.
- (4) Firecrackers.
- (5) Mine and shell devices.
- (6) Missile-type rockets.
- (7) Roman candles.
- (8) Sky rockets and bottle rockets.
- (9) Multiple tube devices under this paragraph "c" that are

manufactured in accordance with APA 87-1, section 3.5.

d. "Retailer" means as defined in section 423.1.

e. "Second-class consumer fireworks" means the following consumer fireworks, as described in APA 87-1, chapter 3:

- (1) Cone fountains.
- (2) Cylindrical fountains.
- (3) Flitter sparklers.
- (4) Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA 87-1, section 3.5.
- (5) Ground spinners.
- (6) Illuminating torches.
- (7) Toy smoke devices that are not classified as novelties pursuant to APA 87-1, section 3.2.
- (8) Wheels.
- (9) Wire or dipped sparklers that are not classified as novelties pursuant to APA 87-1, section 3.2.

2. a. The state fire marshal shall establish a consumer

Senate File 489, p. 3

fireworks seller license. An application for a consumer fireworks seller license shall be made on a form provided by the state fire marshal. The state fire marshal shall adopt rules consistent with this section establishing minimum requirements for a retailer or community group to be issued a consumer fireworks seller license.

b. A person shall possess a consumer fireworks seller license under this section in order to sell consumer fireworks.

3. a. The state fire marshal shall establish a fee schedule for consumer fireworks seller licenses as follows:

(1) For a retailer at a permanent building who devotes fifty percent or more of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of one thousand dollars.

(2) For a retailer at a temporary structure who devotes fifty percent or more of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of five hundred dollars.

(3) For a retailer who devotes less than fifty percent of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of four hundred dollars.

(4) For a community group that offers for sale, exposes for sale, or sells first-class consumer fireworks, an annual fee of four hundred dollars.

(5) For a retailer or community group that offers for sale, exposes for sale, or sells second-class consumer fireworks, but not first-class consumer fireworks, an annual fee of one hundred dollars.

b. A license issued to a retailer or community group pursuant to paragraph "a", subparagraph (1), (2), (3), or (4), shall allow the licensee to sell both first-class consumer fireworks and second-class consumer fireworks.

4. The state fire marshal shall adopt rules to:

a. Require that any retailer or community group offering for sale at retail any consumer fireworks, as described in APA 87-1, chapter 3, shall do so in accordance with the national fire protection association standard 1124, published in the code for the manufacture, transportation, storage, and retail

Senate File 489, p. 4

sales of fireworks and pyrotechnic articles, 2006 edition.

b. Require that a retailer or community group to be issued a license pursuant to this section provide proof of and maintain commercial general liability insurance with minimum per occurrence coverage of at least one million dollars and aggregate coverage of at least two million dollars.

c. Permit a retailer or community group issued a license pursuant to this section to sell consumer fireworks, as described in APA 87-1, chapter 3, at the following locations as specified:

(1) At a permanent building that meets the requirements of paragraph "a", between June 1 and July 8 and between December 10 and January 3 each year, all dates inclusive.

(2) At a temporary structure that meets the requirements of paragraph "a" between June 13 and July 8 each year, both dates inclusive.

d. A retailer or community group shall not transfer consumer fireworks, as described in APA 87-1, chapter 3, to a person who is under eighteen years of age.

5. a. The state fire marshal shall adopt rules to provide that a person's consumer fireworks seller license may be revoked for the intentional violation of this section. The proceedings for revocation shall be held before the division of the state fire marshal, which may revoke the license or licenses involved as provided in paragraph "b".

b. (1) If, upon the hearing of the order to show cause, the division of the state fire marshal finds that the licensee intentionally violated this section, then the license or licenses under which the licensed retailer or community group sells first-class consumer fireworks or second-class consumer fireworks, shall be revoked.

(2) Judicial review of actions of the division of the state fire marshal may be sought in accordance with the terms of the Iowa administrative procedure Act, chapter 17A. If the licensee has not filed a petition for judicial review in district court, revocation shall date from the thirty-first day following the date of the order of the division of the state fire marshal. If the licensee has filed a petition for judicial review, revocation shall date from the thirty-first

Senate File 489, p. 5

day following entry of the order of the district court, if action by the district court is adverse to the licensee.

(3) A new license shall not be issued to a person whose license has been revoked, or to the business in control of the premises on which the violation occurred if it is established that the owner of the business had actual knowledge of the violation resulting in the license revocation, for the period of one year following the date of revocation.

6. a. A consumer fireworks fee fund is created in the state treasury under the control of the state fire marshal. Notwithstanding section 12C.7, interest or earnings on moneys in the consumer fireworks fee fund shall be credited to the consumer fireworks fee fund. Moneys in the fund are appropriated to the state fire marshal to be used to fulfill the responsibilities of the state fire marshal for the administration and enforcement of this section and section 100.19A and to provide grants pursuant to paragraph "b". The fund shall include the fees collected by the state fire marshal under the fee schedule established pursuant to subsection 3 and the fees collected by the state fire marshal under section 100.19A for wholesaler registration.

b. The state fire marshal shall establish a local fire protection and emergency medical service providers grant program to provide grants to local fire protection service providers and local emergency medical service providers to establish or provide fireworks safety education programming to members of the public. The state fire marshal may also provide grants to local fire protection service providers and local emergency medical service providers for the purchase of necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in this state.

7. The state fire marshal shall adopt rules for the administration of this section.

8. A person who violates a provision of this section or a rule adopted pursuant to this section is guilty of a simple misdemeanor.

Sec. 4. NEW SECTION. **100.19A Consumer fireworks wholesaler — registration — penalty.**

Senate File 489, p. 6

1. For purposes of this section:

a. "Consumer fireworks" means first-class consumer fireworks and second-class consumer fireworks, as those terms are defined in section 100.19.

b. "Wholesaler" means a person who engages in the business of selling or distributing consumer fireworks for the purpose of resale in this state.

2. The state fire marshal shall adopt rules to require all wholesalers to annually register with the state fire marshal. The state fire marshal may also adopt rules to regulate the storage or transfer of consumer fireworks by wholesalers and to require wholesalers to maintain insurance.

3. The state fire marshal shall establish an annual registration fee of one thousand dollars for wholesalers of consumer fireworks within the state. Registration fees collected pursuant to this section shall be deposited in the consumer fireworks fee fund created in section 100.19.

4. A person who violates a provision of this section or a rule adopted pursuant to this section is guilty of a simple misdemeanor.

Sec. 5. Section 101A.1, subsection 3, Code 2017, is amended to read as follows:

3. "Explosive" means any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion with substantially instantaneous release of gas and heat, unless such compound, mixture, or device is otherwise specifically classified by the United States department of transportation. The term "explosive" includes all materials which are classified as a class 1, division 1.1, 1.2, 1.3, or 1.4 explosive by the United States department of transportation, under 49 C.F.R. §173.50, and all materials classified as explosive materials under 18 U.S.C. §841, and includes, but is not limited to, dynamite, black powder, pellet powders, initiating explosives, blasting caps, electric blasting caps, safety fuse, fuse lighters, fuse igniters, squibs, cordeau detonative fuse, instantaneous fuse, igniter cord, igniters, smokeless propellant, cartridges for propellant-actuated power devices, cartridges for industrial guns, and overpressure devices, but does not include ~~"fireworks"~~

Senate File 489, p. 7

~~as~~ "consumer fireworks", "display fireworks", or "novelties" as those terms are defined in section 727.2 or ammunition or small arms primers manufactured for use in shotguns, rifles, and pistols. Commercial explosives are those explosives which are intended to be used in commercial or industrial operations.

Sec. 6. Section 331.301, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 17. The board of supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in section 727.2, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners.

Sec. 7. Section 331.304, subsection 8, Code 2017, is amended to read as follows:

8. The board, upon application, may grant permits for the display use of display fireworks as provided in section 727.2.

Sec. 8. Section 364.2, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 6. A city council may by ordinance or resolution prohibit or limit the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2.

Sec. 9. Section 461A.42, subsection 2, Code 2017, is amended to read as follows:

2. The use of consumer fireworks or display fireworks, as defined in section 727.2, in state parks and preserves is prohibited except as authorized by a permit issued by the department. The commission shall establish, by rule adopted pursuant to chapter 17A, a fireworks permit system which authorizes the issuance of a limited number of permits to qualified persons to use or display fireworks in selected state parks and preserves.

Sec. 10. Section 727.2, Code 2017, is amended to read as follows:

727.2 Fireworks.

1. Definitions. For purposes of this section:

a. "Consumer fireworks" includes first-class consumer fireworks and second-class consumer fireworks as those terms

Senate File 489, p. 8

are defined in section 100.19, subsection 1. "Consumer fireworks" does not include novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1 or display fireworks enumerated in chapter 4 of the American pyrotechnics association's standard 87-1.

b. ~~The term "fireworks"~~ "Display fireworks" includes any explosive composition, or combination of explosive substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and includes ~~blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction and fireworks containing any explosive or flammable compound, or other device containing any explosive substance.~~ The term "fireworks" "Display fireworks" does not include ~~goldstar-producing sparklers on wires which contain no magnesium or chlorate or perchlorate, flitter sparklers in paper tubes that do not exceed one-eighth of an inch in diameter, toy snakes which contain no mercury, or caps used in cap pistols~~ novelties or consumer fireworks enumerated in chapter 3 of the American pyrotechnics association's standard 87-1.

c. "Novelties" includes all novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission.

2. Display fireworks.

a. A person, firm, partnership, or corporation who offers for sale, exposes for sale, sells at retail, or uses or explodes any display fireworks, commits a simple misdemeanor. ~~In addition to any other penalties, the punishment imposed for a violation of this section shall include assessment of,~~ punishable by a fine of not less than two hundred fifty dollars. However, ~~the~~ a city council of a city or a county board of supervisors may, upon application in writing, grant a permit for the display of display fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the city or the county board of supervisors when the display fireworks ~~display~~ will be handled by a competent operator, but no such permit shall

Senate File 489, p. 9

be required for the display of display fireworks at the Iowa state fairgrounds by the Iowa state fair board, at incorporated county fairs, or at district fairs receiving state aid. Sales of display fireworks for such display may be made for that purpose only.

b. (1) A person who uses or explodes display fireworks while the use of such devices is prohibited or limited by an ordinance or resolution adopted by the county or city in which the firework is used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

(2) A person who uses or explodes display fireworks while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

3. Consumer fireworks and novelties.

a. A person or a firm, partnership, or corporation may possess, use, or explode consumer fireworks in accordance with this subsection and subsection 4.

b. A person, firm, partnership, or corporation who sells consumer fireworks to a person who is less than eighteen years of age commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars. A person who is less than eighteen years of age who purchases consumer fireworks commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

c. (1) A person who uses or explodes consumer fireworks or novelties while the use of such devices is prohibited or limited by an ordinance adopted by the county or city in which the fireworks are used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

(2) A person who uses or explodes consumer fireworks or novelties while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

4. Limitations.

a. A person shall not use or explode consumer fireworks on days other than June 1 through July 8 and December 10 through January 3 of each year, all dates inclusive.

Senate File 489, p. 10

b. A person shall not use or explode consumer fireworks at times other than between the hours of 9:00 a.m. and 10:00 p.m., except that on the following dates consumer fireworks shall not be used at times other than between the hours specified:

(1) Between the hours of 9:00 a.m. and 11:00 p.m. on July 4 and the Saturdays and Sundays immediately preceding and following July 4.

(2) Between the hours of 9:00 a.m. on December 31 and 12:30 a.m. on the immediately following day.

(3) Between the hours of 9:00 a.m. and 11:00 p.m. on the Saturdays and Sundays immediately preceding and following December 31.

c. A person shall not use consumer fireworks on real property other than that person's real property or on the real property of a person who has consented to the use of consumer fireworks on that property.

d. A person who violates this subsection commits a simple misdemeanor. A court shall not order imprisonment for violation of this subsection.

3. 5. Applicability.

a. This section does not prohibit the sale by a resident, dealer, manufacturer, or jobber of such fireworks as are not prohibited by this section, or the sale of any kind of fireworks if they are to be shipped out of the state, or the sale or use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization.

b. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

c. Unless specifically provided otherwise, this section does not apply to novelties.

DIVISION II

RULEMAKING

Sec. 11. EMERGENCY RULES. The state fire marshal shall adopt emergency rules under section 17A.4, subsection 3, and section 17A.5, subsection 2, paragraph "b", to implement the provisions of this Act and the rules shall be effective

Senate File 489, p. 11

immediately upon filing unless a later date is specified in the rules. Any rules adopted in accordance with this section shall also be published as a notice of intended action as provided in section 17A.4.

DIVISION III
EFFECTIVE DATE

Sec. 12. EFFECTIVE UPON ENACTMENT. This Act, being deemed of immediate importance, takes effect upon enactment.

JACK WHITVER
President of the Senate

LINDA UPMEYER
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 489, Eighty-seventh General Assembly.

W. CHARLES SMITHSON
Secretary of the Senate

Approved _____, 2017

TERRY E. BRANSTAD
Governor

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
May 15, 2017**

- The City would like to welcome Jordan Poole as the new City intern. Jordan is graduating from the University of Iowa this year and will be joining the City on May 16, 2017.
- Staff has met with V&K regarding the UV disinfection project. At this point, it appears the project (with additional requirements from DNR) will be higher than expected. Future additions to the plant, due to nutrient reduction strategies, are also being planned for the 2027 fiscal year. This coincides with the repayment schedule for the Build America Bonds. Both phases could now hover in the \$1.5-2 million dollar range.
- Thanks to a mild winter and the lack of overtime needed, there appears to be monies available to complete additional crack sealing and chip seal in the City. These projects will be coming to the Council over the next couple of months. The crack sealing projects are critical to extend the life of the newer street infrastructure.