

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>November 20, 2017 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>November 17, 2017</b>

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

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

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 – November 6, 2017 Regular Council Meeting
- 2. Appoint Sharon Dendurent - Library Board of Directors

- E. Public Hearing**

- 1. Public Hearing on the Issuance of \$5,500,000 General Obligation Bonds in the City of Mount Vernon, State of Iowa

- F. Ordinance Approval/Amendment**

- 1. Ordinance #11-6-2017A: An Ordinance for the Division of Revenues Under Iowa Code Section 403.19 for Amendment No. 5 to the Mount Vernon Urban Renewal Plan
  - i. Motion to approve second reading and proceed with third and final reading (Council may suspend rules and proceed to final reading after vote of second reading)

- G. Resolutions for Approval**

- 1. Resolution #11-20-2017A: Instituting Proceedings to Take Additional Action for the Issuance of not to Exceed \$5,500,000 General Obligation Bonds
- 2. Resolution #11-20-2017B: Certifying TIF Debt Incurred in CY 2017 for FY 2019 to the Linn County Auditor
- 3. Resolution #11-20-2017C: Determining the Necessity and Setting Dates of a Consultation and a Public Hearing on a Proposed Spring Meadow Heights Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Mount Vernon, State of Iowa

**H. Mayoral Proclamation**

1. None

**I. Old Business**

1. None

**J. Motions for Approval**

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Setting a Public Hearing Date to Amend Chapter 41.11 Fireworks Permit of the Mt. Vernon Municipal Code– Council Action as Needed
3. Discussion and Consideration of Phase II of OPN Architecture Contract – Community Center – 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. Budget

**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 November 6, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Tuerler, Wieseler, and Rose. Absent: Christensen.

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

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

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

Approval of City Council Minutes – October 16, 2017 Regular Council Meeting

Approval of Liquor License – Pizza Palace

Accept Letter of Resignation – Kirk Wischmeyer, Library Board

Promotion of Donald Fedderson – Operator 3

### **Public Hearing**

Public Hearing on a Proposed Amendment No. 5 to the Mount Vernon Urban Renewal Plan in the City of Mount Vernon, State of Iowa. Mayor Hampton declared the Public Hearing open. As there were no comments from the public Mayor Hampton closed the Public Hearing.

### **Ordinance Approval/Amendment**

Ordinance #11-6-2017A: An Ordinance for the Division of Revenues under Iowa Code Section 403.19 for Amendment No. 5 to the Mount Vernon Urban Renewal Plan. Tuerler moved approval of Ordinance #11-6-2017A, seconded by Wieseler. Roll call. Motion passes. Absent: Christensen.

### **Resolutions for Approval**

Resolution #11-6-2017A: Determining the Area of the City to be a Blighted and Economic Development Area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination Thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City: Designating Such Area as Appropriate for Urban Renewal Projects: and Adopting the Amendment No. 5 to the Mount Vernon Urban Renewal Plan. Approving Ordinance Resolution #11-6-2017A authorizes adopting the UR Plan Amendment #5 which incorporates the proposed Wellness Center and isolates the proposed subdivisions (Stonebrook and Spring Meadows) from the original adopted Urban Renewal area. New plans will be adopted for each of the subdivisions in order to keep their TIF allocations within the boundaries of each location. Tuerler moved approval of Resolution #11-6-2017A, seconded by Roudabush. Roll call. Motion passes. Absent: Christensen.

Resolution #11-6-2017B: Fixing a Date for a Meeting on the Proposition of the Issuance of not to Exceed \$5,500,000 General Obligation Bonds of the City of Mount Vernon, State of Iowa (for Essential Corporate Purposes), and Providing for Publication of Notice Thereof. Nosbisch explained that this resolution sets the date for November 20th on an amount not exceeding \$5.5 million. This doesn't say the City is borrowing this amount but does say that it can sometime in the future. This is for the Community/Wellness Center with the majority being repaid with TIF money. Tuerler moved approval of Resolution #11-6-2017B, seconded by Rose. Roll call vote. Ayes: Tuerler, Wieseler, Rose. Nays: Roudabush. Motion passes. Absent: Christensen.

Resolution #11-6-2017C: Approving the Disposal of Municipal Property. Because of the limited amount of space at the public works building it was decided to dispose of those items not being used anymore. All items will be listed on the online bidding site; govdeals.com. Motion to approve Resolution #11-6-2017C made by Tuerler, seconded by Wieseler. Roll call vote. Motion passes. Absent: Christensen.

### Motions for Approval

Consideration of Claims List – Motion to Approve. Motion to approve the claims list made by Rose, seconded by Wieseler. Carried all. Absent: Christensen.

AAA PEST CONTROL	PEST CONTROL-P&A	30.00
ADAM MURRAY	DEPOSIT REFUND-WAT	65.06
AFFORDABLE HEATING & COOLING	CONDENSER FAN MOTOR #4-P&A	1,700.00
AHLERS & COONEY	UR PLAN AMENDMENT #5	2,718.52
ALL SECURE	SECURITY SYSTEM MONITORING-POOL	75.00
ALLIANT	ENERGY USAGE-ST LIGHTS	3,827.24
ALLIANT	ENERGY USAGE-WAT	2,662.38
ALLIANT	ENERG USAGE-P&A	903.36
ALLIANT	ENERGY USAGE-P&REC	488.67
ALLIANT	SOLAR HOOK-UP-P&A	463.73
ALLIANT	ENERGY USAGE-SEW	397.79
ALLIANT	ENERGY USAGE-RUT	391.48
ALLIANT	ENERGY USAGE-POOL	62.58
ALLIANT ENERGY	ENERGY USAGE-SEW	4,362.46
ALLIANT ENERGY	ENERGY USAGE-PD	141.04
ALLIANT ENERGY	ENERGY USAGE-EMA	42.75
ALLIANT ENERGY	ENERGY USAGE-P&REC	31.83
ALLIANT ENERGY	ENERGY USAGE-CEM	19.51
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,385.28
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	45.46
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	30.53
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	26.12
ALTORPHER	GEN MAINT-WAT	52.95
APWA	TRAINING-PW	300.00
AUDITOR OF STATE	AUDIT FILING FEE-P&A	425.00
BARNYARD SCREENPRINTING	T-SHIRTS-P&REC	677.00
BARNYARD SCREENPRINTING	UNIFORMS-P&REC	118.00
BAUMAN & COMPANY	UNIFORMS-PW	89.90
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT	7,420.00
BROWN SUPPLY COMPANY	HYDRANT GATE VALVE-WAT	205.00
BROWN SUPPLY COMPANY	GAUGE,TUBES-WAT	179.45
BURROUGHS, RICHARD	CEMETERY MAINT	3,061.00
BURROUGHS, RICHARD	BP LOT 5-RUT	100.00
CADEN ESKELSEN	REFEREE-P&REC	60.00
CALLAHAN MUNICIPAL CONSULTANTS	STRATEGIC PLANNING & GOAL SETTING	1,300.00
CARPENTER UNIFORM CO	EQUIP-PD	961.13
CARQUEST OF LISBON	VEHICLE MAINT-PW	423.78
CASEY'S GENERAL STORE	FUEL-FD	55.39
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	173.70
CENTRAL IOWA DISTRIBUTING	BLDG MAINT-FD	111.00
CENTURY LINK	PHONE CHARGES-PD	62.77
CENTURY LINK	PHONE CHGS-P&REC	7.17
CHRIS NOSBISCH	TURNPIKE REIMB-P&A	14.75
CLEMENS CANVAS & MFG	TARP REPAIR-RUT	148.75
CLIFTON LARSON ALLEN	FY17 AUDIT FEE	1,250.00
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	54.00

CUMMINS SALES & SERVICE	GEN MAINT-WAT	104.16
DAVID THACKERY	16 X 20 (2)-PD	49.00
DIESEL TURBO SERVICE	FUEL LINE LEAK-RUT	127.30
DIESEL TURBO SERVICES INC	F250/FRONT END,FUEL LEAK-PW	2,670.72
DIESEL TURBO SERVICES INC	2006/BRAKES-PW	2,658.26
DUANE'S SERVICE	FRT ROTORS,PADS-PD	479.00
ELECTRIC PUMP	PUMP REPAIRS-SEW	164.42
ELECTRIC PUMP	FLYGT PUMP REBUILD-SEW	17,897.00
ELECTRIC PUMP	BACKWASH PIT PUMP-WAT	3,365.71
ELECTRIC PUMP	FLYGT PUMP REBUILD-SEW	956.30
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
EVER-GREEN LANDSCAPE NURSERY	RAIN GARDEN GRASS-FS	336.00
FOX APPARATUS REPAIR & MAINT	REPAIR FUEL TANK-FD	612.04
FRANCESCA THOMPSON	CLEANING SERVICE-P&A	240.00
FRANCESCA THOMPSON	CLEANING SERVICE-P&A	60.00
GALLS INC	EQUIPMENT-PD	629.94
GALLS INC	EQUIPMENT-PD	476.85
GARY'S FOODS	SUPPLIES-ALL DEPTS	46.34
GARY'S FOODS	MISC-PD	19.64
GORDAN LUMBER CO	TILE-FD	300.00
GROUP SERVICES INC	INSURANCE-ALL DEPTS	28,420.94
H & S RADIATOR REPAIR CO	6 WHEEL GATOR/RADIATOR TEST-RUT	35.00
HAWKEYE FIRE & SAFETY CORP	EQUIP-FD	119.62
HBK ENGINEERING LLC	WELLNESS CENTER/SURVEY SERVICE	3,400.25
HILLS BANK & TRUST COMPANY	2015 GO/WTP IMPROVEMENT PROJECT	3,014.25
HOLIDAY INN	IMFOA CONFERENCE-P&A	190.40
HORSFIELD CONSTRUCTION INC	10TH AVE/PALISADES PROJECT	9,796.47
IMWCA	AUDIT PREMIUM ADJUSTMENT-INS LEVY	3,282.00
INTERNATIONAL CITY COUNTY MGMT	MEMBERSHIP RENEWAL-ALL DEPTS	760.00
IOWA ASSOC OF MUNICIPAL UTILITIES	FIT MEDICAL TESTING-RUT	44.00
IOWA ONE CALL	LOCATES-WAT,SEW	62.10
IOWA SOLUTIONS INC	INFRASTRUCTURE UPGRADE-PD	1,585.00
IOWA SOLUTIONS INC	SEPTEMBER SERVICE-P&A	500.00
IOWA SOLUTIONS INC	SEPTEMBER SERVICE-PD	250.00
IOWA SOLUTIONS INC	DOMAIN MGMT-ALL DEPTS	150.00
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	350.00
IOWA SOLUTIONS INC	BUSINESS INTERNET SERVICES-PD	59.00
IOWA WATER ENVIRONMENT ASSOC	ANNUAL CONFERENCE-WAT	30.00
JOAN BURGE	CLEANING SERVICE-P&A	120.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOE'S QUALITY WINDOW CLEANING	WINDOW CLEANING-P&A	150.00
JORDAN AXTELL	REFEREE-P&REC	210.00
KAYDEN PENDERGRASS	REFEREE-P&REC	60.00
KONICA MINOLTA BUSINESS	MAINTENANCE PLAN/COPIES	428.64
LINN CO-OP OIL CO	FUEL-PW	765.08
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	445.00
LYNCH	VALVE STEM-PD	16.58
LYNCH FORD	TIRES,FRONT END ALIGNMENT	815.95
LYNCH FORD	FRONT END ALIGNMENT-RUT	88.34
LYNCH FORD	FRONT END ALIGNMENT-RUT	88.34
LYNCH FORD	5K MILE MAINT,ROTATE TIRES-PD	60.80
MATT SIDERS	MILEAGE-P&REC	97.91
MEDIACOM	PHONE/INTERNET CHGS-PD	256.23
MEDIACOM	PHONE/INTERNET CHGS-P&A	237.67

MEDIACOM	PHONE/INTERNET CHGS-P&REC	147.57
MIDWEST BREATHING AIR LLC	QRTLY AIR TEST-FD	86.33
MIDWEST INJECTION INC	SLUDGE HAULING-SEW	15,000.00
MIDWEST WHEEL CO	BACK RACK & HARDWARE-RUT	236.11
MIDWEST WHEEL CO	A-LIGHT HARDWARE-RUT	38.37
MOUNT VERNON ACE HARDWARE	EQUIP REPAIR-FD	70.34
MOUNT VERNON FIRE DEPARTMENT	UNIFORMS-FD	100.00
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,072.83
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS PAY-PD	6.50
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS-PD	8.00
MT VERNON ROAD TIRE CO	VEHICLE MAINT-PD	148.55
NEAL'S WATER CONDITIONING	WATER/SALT-P&A	17.40
NOLAN HINRICHS	REFEREE-P&REC	120.00
OFFICE EXPRESS	SUPPLIES-P&A	169.43
OVERHEAD DOOR CO	SHOP DOOR JAMMED-RUT	605.50
OVERHEAD DOOR CO	DOOR CHAIN REPLACED-RUT	85.75
P&K MIDWEST INC	MOWER MAINT-RUT	800.74
P&K MIDWEST INC	MOWER MAINT-RUT	494.77
PAYROLL	CLAIMS	57,486.06
PERSONAL TOUCH EMBROIDERY	UNIFORMS-PW	19.50
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW SW	366.65
RELIANT FIRE APPARATUS INC	KNOB ASSY,THROTTLE CABLE-FD	8.97
RIVER PRODUCTS CO	UPTOWN ALLEY STONE-RUT	406.68
SAM KRINGLEN	REFEREE-P&REC	150.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	1,500.00
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	210.00
SITE ONE	WEED FABRIC-FD	128.25
SITE ONE LANDSCAPE SUPPLY	SUPPLIES-RUT	35.34
SPEER FINANCIAL INC	TIF PREP/DELIVERY-P&A	350.00
ST LUKE'S WORK WELL SOLUTIONS	DRGU TEST-PW	68.00
STAPLES	5 TAB INDEX,STAPLES-P&A	59.38
STAR EQUIPMENT	ROAD GRINDER-RUT	297.94
SUE RIPKE	MILEAGE-P&A	159.43
TREASURER STATE OF IOWA	SALES TAX	3,889.00
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	5,182.05
US CELLULAR	CELL PHONE-PD	116.17
US CELLULAR	CELL PHONE-ALL DEPTS	105.24
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	6,950.00
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL DESIGN	4,026.00
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,701.50
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	1,590.36
VESSCO INC	PHOSPHATE PUMPS-WAT	293.64
VOLKOV, ALEX	UNIFORMS-WAT,SEW	126.00
VOLKOV, ALEX	UNIFORMS-WAT,SEW	119.97
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	23,965.22
WENDLING QUARRIES	CONCRETE DUMP FEE-RUT	210.00
WENDLING QUARRIES	RAIN GARDEN-FS	76.72
WENDLING QUARRIES	LIME FILL-P&REC	26.44
WEX BANK	FUEL-PD, WAT, SEW	1,173.23
	TOTAL	254,735.92

Discussion and Consideration of Engagement Agreement for Bond Counsel on the Issuance of \$5,500,000 in General Obligation Notes – Council Action as Needed. This engagement letter is for the potential borrowing for the Community/recreation Center. Ahlers Law Firm is proposing a fee of not to exceed \$12,700.00 for a \$5.5 million borrowing. Because staff is working on potential borrowing strategies there is the possibility the fee could be less. Tuerler moved approval, seconded by Rose. Carried all. Absent: Christensen.

Discussion and Consideration of 2017 Sidewalk Improvements Quotation - Council Action as Needed. Two quotes were received by the City for those residents that requested their sidewalk improvements be completed by the City of Mount Vernon. V&K Engineering is recommending the City accept the low bid of \$25,819.00 with JDM Concrete LLC. This is about \$3,000.00 under the engineers cost estimate. The hope is that this work will be done this year. The contract will be with the City of Mount Vernon but the citizens will sign individual agreements with the City. Rose moved approval of acceptance of the Sidewalk Improvement quote for \$25,819.00 and recommended by engineers, seconded by Wieseler. Carried all. Absent: Christensen.

Discussion and Consideration of Cost Estimates for the Installation of Street Lights on 2<sup>nd</sup> Ave. SW – Council Action as Needed. Alliant Energy erred in their initial estimate of the street light construction on 2<sup>nd</sup> Street SW. At the time Council took action Alliant had determined that the new installation of lights were part of the franchise agreement. They have since realized their error and provided both an explanation and cost estimate for the location. One estimate is for the installation of poles for overhead wiring was for \$1,944.00. The other was a quote \$3,731.00 for buried wire. Staff recommends the underground wiring. Motion to approve the underground wiring option for the 2<sup>nd</sup> Ave SW made by Tuerler, seconded by Rose. Carried all. Absent: Christensen.

Discussion and Consideration of By-Pass Steering Committee Representation – Council Action as Needed. Staff asked Council on recommendations for the creation of a 12-15 member By-pass Steering Committee. Nosbisch foresees this as a 6-9 month commitment. Tuerler moved approval of the creation of the By-Pass Steering Committee, seconded by Rose. Carried all. Absent: Christensen.

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

Fireworks. Staff has only received a few calls both of which were in favor of an outright ban on fireworks. Nosbisch said that he wanted to let Council know that the City of Marion is considering an ordinance that would limit the use of fireworks to two days; the 4<sup>th</sup> of July and New Year's Eve. Tuerler, Wieseler and Rose were in favor of banning fireworks. Roudabush said that he would, like Marion's proposal, give residents two days to shoot off fireworks. Resident Stephanie West stated that she would like also like to see an outright ban. No action taken.

Budget Parameters. Nosbisch explained the budget process and announced that there will be a CIP meeting on December 11.

**Reports of Mayor/Council/Administrator**

Mayor Hampton reminded all to vote November 7th.

City Administrator's Report. The City will be participating in the Linn County Hazard Mitigation Plan update. An adopted plan is necessary in order to be eligible for Federal disaster funding. Staff attended a meeting at the Linn County Solid Waste Agency regarding disaster debris and the proper disposal. It is expected that the development agreements for the two new subdivisions will be completed in early December and considered by Council on December 18, 2017. Mediacom has provided its Notice of Intent to extend the Video Service Franchise Agreement for another ten years.

**Closed Session** – Pursuant to Chapter 20, Exempt Session for Employee Relations. Wieseler motioned to go into closed session, seconded by Tuerler, the time being 7:20 p.m. Carried all. Absent: Christensen. At 7:49 p.m. Rose motioned to come out of Closed Session, seconded by Wieseler. Carried all. Absent: Christensen.

**Adjournment.** As there was no further business to attend to the meeting adjourned, the time being 7:49 p.m., November 6, 2017.

Respectfully submitted,  
Sue Ripke  
City Clerk

CITY OF MOUNT VERNON  
INTEREST FORM

I would like to express my interest to serve on the Cole Library Board of Trustees board/commission/committee. I understand that this is solely a discretionary mayoral appointment to that board/commission/committee and the City Council (Mark the appropriate)

\_\_\_ IS or \_\_\_ IS NOT required to take action on such appointment

NAME: Sharon Dendurent

ADDRESS: 718 8<sup>th</sup> Avenue NW, Mount Vernon

PHONE: 319-895-6875

E-MAIL: sdendurent@yahoo.com

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

I have been a long-time user of libraries, both public and private and have used Cole Library for over 30 years. In addition, I have known and worked with many librarians in both academic and business settings, and was responsible for hiring and supervising librarians when I worked for an educational publisher.

Currently I enjoy using our city's library for my own educational and recreational activities, checking out many books, using the library's electronic resources and e-books, and attending programs and other opportunities offered at the library. Because of my long association with Cole Library, I also enjoy bringing my three grand-daughters to the library so they can enjoy the many books, resources and other activities available for younger children and students.

I would like to serve on the Library Board of Trustees so that I can help ensure that the library continues to provide the high level of resources and services that I have experienced. Thank you for your consideration.

## **E. Public Hearing**

**AGENDA ITEM # E – 1 & G – 1**

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

**DATE:** November 20, 2017

**AGENDA ITEM:** Public Hearing – \$5,500,000 Bonds (#11-20-2017A)

**ACTION:** Motion

**SYNOPSIS:** This is the time set for the public hearing and possible approval of the resolution adopting that institutes proceedings to borrow general obligation bonds in the amount of \$5,500,000. As stated previously, this does not mean the Council is borrowing the funds today. You are giving notice and allowing the general public an opportunity to present comments regarding this issuance. It is very likely that staff would present two borrowings to the City Council at a later date. Council has asked for operational estimates and Matt will be providing information at the meeting from the cities of Waukon and New Hampton. They are similar facilities to the one being proposed in Mt. Vernon.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Open and Close Public Hearing – Proceed to G-1

**ATTACHMENTS:** None – See G-1 Resolution and Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of not to exceed \$5,500,000 General Obligation Bonds, of the City of Mount Vernon, State of Iowa, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects, including the construction, equipping and furnishing of a community center/recreation facility and associated parking to be located on the Mount Vernon Community School District campus, for essential corporate purposes, and that notice of the proposal to issue the Bonds and the right to petition for an election had been published as provided by Sections 384.24(3)(q), 384.25 and 403.12 of the Code of Iowa, and the Mayor then asked the City Clerk whether any petition had been filed in the Clerk's Office, as contemplated in Section 362.4 of the Code of Iowa, and the Clerk reported that no such petition had been filed, requesting that the question of issuing the Bonds be submitted to the qualified electors of the City.

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

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

Whereupon, the Mayor declared the hearing on the issuance of the Bonds to be closed.

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

**AGENDA ITEM # F - 1**

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

<b>DATE:</b>	November 20, 2017
<b>AGENDA ITEM:</b>	Ordinance #11-6-2017A
<b>ACTION:</b>	Motion

**SYNOPSIS:** There have been no changes made to the original ordinance. Staff has not received any comments either in favor or against this ordinance.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NOS. 9-20-93A, 11-15-93A, 5-23-93A, and 6-5-2006A, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED MOUNT VERNON URBAN RENEWAL AREA, IN THE CITY OF MOUNT VERNON, COUNTY OF LINN, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF MOUNT VERNON, COUNTY OF LINN, MOUNT VERNON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED MOUNT VERNON URBAN RENEWAL AREA (AMENDMENT NO. 5 TO THE MOUNT VERNON URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Mount Vernon, State of Iowa, has heretofore, in Ordinance Nos. 9-20-93A, 11-15-93A, 5-23-93A, and 6-5-2006A, provided for the division of taxes within the Mount Vernon Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, territory now has been removed from the Mount Vernon Urban Renewal Area through the adoption of Amendment No. 5 to the Mount Vernon Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Mount Vernon Urban Renewal Area, and the continuing needs of redevelopment within the amended Mount Vernon Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Mount Vernon Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, STATE OF IOWA, THAT:

Ordinance Number(s) 9-20-93A, 11-15-93A, 5-23-93A, and 6-5-2006A are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Original Area shall mean that portion of the City of Mount Vernon, State of Iowa, described in the Urban Renewal Plan for the Mount Vernon Urban Renewal Area approved by Resolution No. 9-20-93B on the 30<sup>th</sup> day of September, 1993, which Original Area includes the lots and parcels located within the area legally described as follows:

The boundaries of the Mount Vernon Urban Renewal District as originally adopted include the entire area within the corporate limits except that area described as follows:

Beginning at the intersection of South 5th Avenue and Palisades Road; then east on Palisades Road and 7th Street vacated to 1st Street; then northwest on 1st Street to A Avenue; then southwest on A Avenue to South 2nd Street; then northwest on South 2nd Street to 3rd Avenue; then northeast on 3rd Avenue to North 2nd Street; then southeast on North 2nd Street to A Avenue; then northeast on A Avenue to North 3rd Street; then southeast on North 3rd Street to the vacated Mount Vernon Short Line Right-of-Way; then northeast on the vacated Mount Vernon Short Line Right-of-Way; to North 7th Street East; then northwest on North 7th Street East to North 1st Avenue; then northeast on North 1st Avenue to the Chicago and Northwestern Railroad Right-of-way; then west on the Chicago Northwestern Railroad Right-of-Way to 1st Street; then southeast on 1st Street to 10th Avenue; then south on 10th Avenue to College Boulevard; then southeast on College Boulevard to South 5th Avenue; then south on South 5th Avenue to the point of beginning.

b) Amendment No. 1 Area shall mean that portion of the City of Mount Vernon, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Mount Vernon Urban Renewal Area approved by Resolution No. 5-23-94B on the 23<sup>rd</sup> day of May, 1994, which Amendment No. 1 Area adds the lots and parcels located within the area legally described as follows:

Beginning at the intersection of the CNW Railroad right-of-way and 1st Avenue North (Hwy. 1); then southwest along 1st Avenue North (Hwy. 1) to Cass Street; then west on Cass Street to 2nd Avenue North; then southwest on 2nd Avenue North to North 7th Street; then northwest on North 7th Street to Park Avenue; then north on Park Avenue extended to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning;

and

Beginning at the intersection of the CNW Railroad right-of-way and 8th Avenue North; then south on 8th Avenue North to 1st Street West; then northwest on 1st Street West to the CNW Railroad right-of-way; then east on the CNW Railroad right-of-way to the point of beginning.

The areas include the full right-of-way of all streets forming their boundaries.

c) Amendment No. 2 Area shall mean that portion of the City of Mount Vernon, State of Iowa, described in Amendment No. 2 to the Urban Renewal Plan for the Mount Vernon Urban Renewal Area approved by Resolution No. 6-5-2006C on the 5<sup>th</sup> day of June, 2006, which Amendment No. 2 Area adds the lots and parcels located within the area legally described as follows:

That portion of the City, consisting primarily of the older residential areas, that was not included in the original Urban Renewal Area or in the area added as a result of Amendment #1.

With the adoption of this Amendment #2, the entire City will be included in the Mount Vernon Urban Renewal Area.

d) Amendment No. 3 did not add or remove land from the Urban Renewal Area.

e) Amendment No. 4 did not add or remove land from the Urban Renewal Area.

f) Amendment No. 5 Area shall mean that portion of the City of Mount Vernon, State of Iowa, described in Amendment No. 5 to the Urban Renewal Plan for the Mount Vernon Urban Renewal Area approved by Resolution No. \_\_\_\_\_ on the 6<sup>th</sup> day of November, 2017, which Amendment No. 5 Area removes the lots and parcels located within the area legally described as follows:

LEGAL DESCRIPTION OF THE LAND TO BE REMOVED FROM THE MOUNT VERNON URBAN RENEWAL AREA AND PLACED IN THE STONEBROOK URBAN RENEWAL AREA:

Lot 2, Cornell College Second Addition in the City of Mount Vernon, Linn County, Iowa excepting therefrom the following: Stonebrook First Addition to City of Mount Vernon, Linn County, Iowa, Stonebrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook First Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Parcels A and B, Plat of Survey #1392 as recorded in Book 6557 Page 508 of the records of the Linn County, Iowa Recorder on December 28, 2006, Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the records of the Linn County, Iowa Recorder on February 18, 2010. Said tract of land contains 60.86 acres and is subject to easements and restrictions of record.

LEGAL DESCRIPTION OF THE LAND TO BE REMOVED FROM THE MOUNT VERNON URBAN RENEWAL AREA AND PLACED IN THE SPRING MEADOW URBAN RENEWAL AREA:

NE 1/4 NE 1/4 of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

That part of the West 326.4 feet of the NE 1/4 NE 1/4 Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company which lies southerly of the right-of-way of the Mount Vernon Short Line Railway Company

Except a tract described as follows:

Commencing at a point in the South line of the right-of-way of the Chicago & Northwestern Railroad Company, 326.4 feet East of the West line of NE 1/4 NE 1/4 of Section 10-82-5; thence South 65 1/2 feet; thence West 200 feet to a point on the SE-LY line of the right-of-way of the Mount Vernon Short Line Railway Company; thence NE-LY along the SE-LY line of the right-of-way of the Mount Vernon Short Line Railway Company to its intersection of the South line of said right-of-way of the Mount Vernon Short Line Railway Company with the South line of the right-of-way of the Chicago & Northwestern Railroad Company; thence Easterly along the Southerly line of the right-of-way of the Chicago & Northwestern Railroad Company to the point of beginning.

And further excepting a tract described as follows:

Commencing at the Northeasterly corner of the follow described parcel of land, to-wit:

Commencing at a stone 30 feet north of the Southwest corner of the NE 1/4 NE 1/4 of Section 10-82-5; thence East 122 feet; thence North 239 feet and 8 inches to the Mount Vernon Short Line Railway; thence Southwesterly along the Mount Vernon Short Line Railway to the quarter section line; thence South to the point of beginning; thence Southwesterly along the Southeasterly line of the right-of-way line of the Mount Vernon Short Line Railway Company to the point of intersection of said Southeasterly line with the Westerly line of the NE 1/4 NE 1/4 of said Section 10-82-5; thence South along said West line to a point which is 50 feet Southeasterly (when measured at right angles to said right-of-way line) of said Southeasterly right-of-way line; thence Northeasterly along a line parallel to and 50 feet distant from the said Southeasterly right-of-way line (when measured at right angles to said right-of-way line) to an intersection with the Easterly line of the parcel of land as heretofore described in locating the starting point of this tract; thence Northerly to the point of beginning.

And further excepting

The South 30 feet of the West 326.4 feet of said NE 1/4 NE 1/4 Section 10-82-5

And

SE 1/4 NE 1/4 Section 10-82-5

And

The North 9 1/2 acres of the NE 1/4 SE 1/4 of Section 10-82-5  
All of the above being in Linn County, Iowa.

g) Amended Area shall mean that portion of the City of Mount Vernon, State of Iowa, included within the Original Area, the Amendment No. 1 Area, and the Amendment No. 2 Area, except the portion removed by Amendment No. 5, which Amended Area includes the lots and parcels located within the area legally described in subparagraphs (a)-(f).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Linn, Iowa, Mount Vernon Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Area (less the Amendment No. 5 Area), that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Area (less the Amendment No. 5 Area) upon the total sum of the assessed value of the taxable property in the Original Area (less the Amendment No. 5 Area) as shown on the assessment roll as of January 1, 1992, being the first day of the calendar being January 1 of the calendar year preceding the effective date of Ordinance Nos. 9-20-93A and 11-15-93A, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Amendment No. 1 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1993, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 5-23-93A.

As to Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2005, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 6-5-2006A.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Mount Vernon, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa,

incurred by the City of Mount Vernon, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Mount Vernon, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Original Area (less the Amendment No. 5 Area), the Amendment No. 1 Area, and the Amendment No. 2 Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance Nos. 9-20-93A, 11-15-93A, 5-23-93A, and 6-5-2006A. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

Read First Time: \_\_\_\_\_, 2017

Read Second Time: \_\_\_\_\_, 2017

Read Third Time: \_\_\_\_\_, 2017

PASSED AND APPROVED: \_\_\_\_\_, 2017.

I, \_\_\_\_\_, City Clerk of the City of Mount Vernon, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2017, signed by the Mayor on \_\_\_\_\_, 2017, and published in the Mount Vernon-Lisbon Sun on \_\_\_\_\_, 2017.

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

(SEAL)

01410661-1\13932-029

## **G. Resolutions for Approval**

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

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$5,500,000 GENERAL OBLIGATION BONDS", and moved:

- that the Resolution be adopted.
- to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at this place.

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

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

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

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE  
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO  
EXCEED \$5,500,000 GENERAL OBLIGATION BONDS

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$5,500,000 General Obligation Bonds, for the essential corporate purposes, in order to provide funds to pay the costs of aiding in the planning, undertaking, and carrying out of urban renewal projects, including the construction, equipping and furnishing of a community center/recreation facility and associated parking to be located on the Mount Vernon Community School District campus, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Bonds; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$5,500,000 General Obligation Bonds, for the foregoing essential corporate purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Bonds. The amounts so advanced shall be reimbursed from the proceeds of the Bonds not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 20th day of November, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

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

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

(SEAL)

November 20, 2017

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

**AGENDA ITEM # G – 2**

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

**DATE:** November 20, 2017

**AGENDA ITEM:** Resolution #11-6-2017B

**ACTION:** Motion

**SYNOPSIS:** Trying to stay with consistent numbers, staff is recommending a TIF asking of \$600,000 in FY 2019. The additional amount is the continued prepayment of the 2007 bond issuance. This bond was scheduled for repayment in FY 2022, however, the City will have it paid off in its entirety in FY 2020.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

RESOLUTION #11-20-2017B

A Resolution certifying to County Auditor, TIF debt incurred in CY2017 for FY2019.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to \_\_\_\_\_  
Resolution #11-20-2017B

Resolution #11-20-2017B \_\_\_\_\_ on November 20, 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

**INSTRUCTIONS FOR COMPLETING THE CITY TIF INDEBTEDNESS CERTIFICATION FORMS  
USING MICROSOFT EXCEL**

**Create a separate Excel workbook file for each Urban Renewal Area in your City naming the individual files using the Area Name and County-assigned Area Number.**

**FORM 1 - USED AS THE COVER SHEET FOR URBAN RENEWAL AREA INDEBTEDNESS CERTIFICATIONS**

Enter the City, County, Urban Renewal Area Name, and County-assigned Urban Renewal Number on Form 1 which passes this information to all of the Forms 1.1. Use the Urban Renewal Names and Numbers assigned by the County Auditor.

Indebtedness amounts must be individually entered on Forms 1.1 where they are then carried forward and totaled onto Form 1.

**FORM 1.1 - USED FOR ENTERING TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED**

List the individual TIF indebtedness obligations not previously certified to the County Auditor. Start entering data on Page 1 of Form 1.1 and move to subsequent pages if necessary.

List the type of indebtedness such as Rebate Agreement, Internal Loan, G.O. Bond, or TIF Revenue Bond.

For Rebate Agreements provide details such as % of TIF dollars going to the developer, maximum dollar amounts, time limits, etc. Where the county will be segregating the rebate property into separate TIF Base and Increment taxing districts, list the five-digit county-assigned TIF Increment taxing district number, if known. Error on the side of providing too much detail as opposed to not enough. Attach supporting documentation, such as development agreements, to aid the County Auditor in administering your request.

If indebtedness is legally structured to be subject to annual appropriation list only the amount that the City has obligated to pay next fiscal year.

**FORM 2 - USED ONLY FOR INDIVIDUAL FISCAL YEARS WHERE ALL OF THE LEGALLY AVAILABLE  
TIF INCREMENT TAX IS NOT WANTED**

File Form 2 with the County Auditor by December 1, prior to any fiscal year, **ONLY** when for that upcoming fiscal year less than the legally available TIF Increment tax is requested.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment from the remainder of the taxing districts in the Area.

**FORM 3 - USED ONLY WHEN INDEBTEDNESS HAS BEEN REDUCED BY ANY REASON OTHER THAN  
APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER**

File this form with the County Auditor **ONLY** when TIF indebtedness has been reduced by reason other than application of TIF increment tax received from the County Treasurer. Reasons could include receipt of PPEL funds from a school district for the purposes of paying down TIF bonds issued before July 1, 2001; reducing previously certified indebtedness, that for any reason, is later determined to be in excess of what is required; and for de-certifying balances which are refinanced.

If balances are refinanced, you will file both a Form 3 (to decertify the outstanding balance) and a Form 1 to certify the newly refinanced amount.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you may have multiple indebtedness certifications in the Urban Renewal Area and the County Auditor will need to know which particular indebtedness certification to reduce.



**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Mount Vernon County: Linn

Urban Renewal Area Name: Mount Vernon Urban Renewal Area

Urban Renewal Area Number \_\_\_\_\_ (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 0

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Official Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**

City: Mount Vernon County: Linn

Urban Renewal Area Name: Mount Vernon Urban Renewal Area

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____	_____	_____
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 0

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**AGENDA ITEM # G – 3**

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

<b>DATE:</b>	November 20, 2017
<b>AGENDA ITEM:</b>	Resolution #11-20-2017C
<b>ACTION:</b>	Motion

**SYNOPSIS:** This resolution sets the public hearing and consultation dates for the Spring Meadow Heights Urban Renewal Plan. The previous urban renewal amendment removed this subdivision from the original urban renewal area. The City is now creating a standalone urban renewal area that will be the basis for the development agreement between the City and Skogman.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

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

RESOLUTION DETERMINING THE NECESSITY AND  
SETTING DATES OF A CONSULTATION AND A PUBLIC  
HEARING ON A PROPOSED SPRING MEADOW HEIGHTS  
URBAN RENEWAL PLAN FOR A PROPOSED URBAN  
RENEWAL AREA IN THE CITY OF MOUNT VERNON,  
STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed Spring Meadow Heights Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Spring Meadow Heights Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, this proposed Urban Renewal Area includes and consists of:

NE ¼ NE ¼ of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE ¼ NE ¼ Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9 ½ acres of the NE ¼ SE ¼ of Section 10-82-5

All of the above being in Linn County, Iowa

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the Spring Meadow Heights

Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed Spring Meadow Heights Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Spring Meadow Heights Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Spring Meadow Heights Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Spring Meadow Heights Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Spring Meadow Heights Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on November 29, 2017, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at 11:00 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Spring Meadow Heights Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN  
THE CITY OF MOUNT VERNON, STATE OF IOWA AND  
ALL AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED SPRING MEADOW HEIGHTS URBAN  
RENEWAL PLAN FOR THE CITY OF MOUNT VERNON,  
STATE OF IOWA

The City of Mount Vernon, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 11:00 A.M. on November 29, 2017, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa concerning a proposed Spring Meadow Heights Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of Mount Vernon, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Spring Meadow Heights Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Spring Meadow Heights Urban Renewal Plan before the City Council at its meeting which commences at 6:30 P.M. on December 18, 2017, in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Mount Vernon-Lisbon Sun, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED SPRING MEADOW HEIGHTS URBAN  
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL  
AREA IN THE CITY OF MOUNT VERNON, STATE OF IOWA

The City Council of the City of Mount Vernon, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on December 18, 2017 in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, to consider adoption of a proposed Spring Meadow Heights Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Mount Vernon, State of Iowa, legally described as follows:

NE ¼ NE ¼ of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE ¼ NE ¼ Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9 ½ acres of the NE ¼ SE ¼ of Section 10-82-5

All of the above being in Linn County, Iowa

which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

The City of Mount Vernon, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction, and reconstruction of substantial public

improvements, including, but not limited to, street, water, sanitary sewer, or storm sewer. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

(End of Notice)

Section 5. That the proposed Spring Meadow Heights Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Spring Meadow Heights Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Spring Meadow Heights Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 20<sup>th</sup> day of November, 2017.

---

Mayor

ATTEST:

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City Clerk

*Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

**SPRING MEADOW HEIGHTS  
URBAN RENEWAL PLAN**

**for the**

**SPRING MEADOW HEIGHTS  
URBAN RENEWAL AREA**

**CITY OF MOUNT VERNON, IOWA**

**December 2017**

# TABLE OF CONTENTS

## ***SECTION***

- A. INTRODUCTION
- B. DESCRIPTION OF THE URBAN RENEWAL AREA
- C. AREA DESIGNATION
- D. BASE VALUE
- E. DEVELOPMENT PLAN
- F. RESIDENTIAL DEVELOPMENT
- G. PLAN OBJECTIVES
- H. TYPES OF RENEWAL ACTIVITIES
- I. ELIGIBLE URBAN RENEWAL PROJECTS
- J. FINANCIAL INFORMATION
- K. AGREEMENT TO INCLUDE AGRICULTURAL LAND
- L. URBAN RENEWAL FINANCING
- M. PROPERTY ACQUISITION/DISPOSITION
- N. RELOCATION
- O. STATE AND LOCAL REQUIREMENTS
- P. SEVERABILITY
- Q. URBAN RENEWAL PLAN AMENDMENTS
- R. EFFECTIVE PERIOD

## ***EXHIBITS***

- A. LEGAL DESCRIPTION OF SPRING MEADOW HEIGHTS URBAN RENEWAL AREA
- B. SPRING MEADOW HEIGHTS URBAN RENEWAL AREA MAPS
- C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Spring Meadow Heights Urban Renewal Plan  
for the  
Spring Meadow Heights Urban Renewal Area  
City of Mount Vernon, Iowa**

**A. INTRODUCTION**

The Spring Meadow Heights Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Spring Meadow Heights Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Mount Vernon, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The property forming this Area has been removed from the Mount Vernon Urban Renewal Area by Amendment #5 to the Mount Vernon Urban Renewal Plan. This property has never been residential in nature nor part of a residential housing development.

The City reserves the right to modify the boundaries of the Area at some future date.

**C. AREA DESIGNATION**

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

**D. BASE VALUE**

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted, and debt is certified prior to December 1, 2018, the taxable valuation as of January 1, 2017, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2018, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It may be that more than one ordinance will be adopted on property within the Area. If so, the frozen base values may vary.

## **E. DEVELOPMENT PLAN**

Mount Vernon has a general plan for the physical development of the City as a whole, outlined in the City of Mount Vernon, Iowa 2016 Comprehensive Plan. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. Currently the Area is zoned as TR – Traditional Residential.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

## **F. RESIDENTIAL DEVELOPMENT**

The City's objective for the Urban Renewal Area is to promote new housing and residential development. Mount Vernon has had steady population growth, with a population growth rate of 16.4 percent from 2000 to 2010. Mount Vernon lies about 15 miles east of Cedar Rapids and 20 miles north of Iowa City, providing a convenient residential location within easy commuting distance for residents to a variety of employment opportunities, amenities, and services. Additionally, Mount Vernon's housing units must support the student population of Cornell College.

Mount Vernon's 2016 Comprehensive Plan estimated that the City would need approximately 426 new housing units by 2030 to match the population projections. Therefore, the Comprehensive Plan set forth goals and objectives for new housing development within city limits.

When a city utilizes tax increment financing to support residential development (such support is limited to reimbursement of "public improvement" costs, as defined by Iowa law), a percentage of the incremental revenues (or other revenues) generated by the development must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Linn County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the amount of incremental revenues (or other revenues) to be provided for low and moderate income family housing in the community shall be either equal to or greater than the percentage of the original project costs (i.e., the amount of TIF funds used to reimburse infrastructure costs serving the housing development in the Area) that is equal to the percentage of LMI families living in Linn County. That percentage is currently 37.23%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

1. Providing that at least 37.23% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
2. Setting aside an amount equal to or greater than 37.23% of the project costs to be used for LMI housing activities anywhere in the City; or,
3. Ensuring that 37.23% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for LMI family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

#### **G. PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area. More specific objectives for development within the Urban Renewal Area are as follows:

1. To increase the availability of housing opportunities, which may, in turn, attract and retain area industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Mount Vernon.

2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve housing conditions and increase housing opportunities, including LMI income families and/or individuals.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
7. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.
8. To encourage residential development that meets the needs of a growing population, while preserving the character of the community.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

#### H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of site specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
3. To arrange for, or cause to be provided, the construction or repair of public infrastructure in support of residential development, including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, trails, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.

4. To make loans, forgivable loans, or other types of grants or incentives to private persons, organizations, or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To use tax increment for LMI housing assistance.
7. To borrow money and to provide security therefor.
8. To acquire and dispose of property.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Mount Vernon and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

### I. ELIGIBLE URBAN RENEWAL PROJECTS

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

#### **1. Rebate to Support Infrastructure Improvements in Residential Development:**

A. *Midwest Development Co (or a related entity)*: The City expects to enter into a development agreement providing incentives to Midwest Development Co. (or a related entity) for the construction of public improvements in the development of an anticipated 149-unit residential subdivision. Midwest Development Co. is expected to invest approximately \$2,624,750 in the development of the residential lots including, but not limited to, the construction of new streets, sanitary sewer, storm water, and water utilities. Construction is anticipated to begin in 2018 and be completed in multiple phases.

The development agreement would provide for several distinct public improvements to be constructed as urban renewal projects. As urban renewal projects, the City intends to provide assistance for Midwest Development Co.'s construction of these public improvements in the form of rebates of potential incremental property taxes. Under the proposal, some of the incremental property tax generated by the development of new homes to be constructed on the developer's land (pursuant to the *Code of Iowa* Section 403.19) would be rebated to the developer upon

substantiation of costs incurred by the developer in constructing the public improvements. Unless some other amount is determined by the City, these incentives are not expected to exceed the lesser of:

- The developer’s certified and approved costs of public improvements; or
- \$675,000.

These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the development and subject to annual appropriation. The proposal contemplates that multiple TIF ordinances may be placed over separate portions of the property to be developed. Each TIF ordinance would provide for the division of tax revenue on the TIF ordinance area up to a maximum of a ten (or fifteen, if consent is obtained from the other taxing entities) year period.

Unless LMI housing is constructed in this subdivision, the City will set aside an amount equal to 37.23% of the incentives provided to the developer (up to a maximum of the developer’s certified costs of public improvements or \$675,000) from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available to reimburse the City for planning, legal, and other project costs and to fund property tax rebates to the developer, up to the above stated maximums.

The City believes that assistance to stimulate residential housing in this Area will promote economic development by providing needed housing opportunities for employees of area businesses, their families, and new or existing residents.

B. *Future Development Agreements.* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such Development Agreements are estimated not to exceed \$500,000.

**2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:**

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Fees and Costs	Undetermined	Not to Exceed \$50,000

**J. FINANCIAL INFORMATION**

1.	July 1, 2017, Constitutional Debt Limit	\$12,659,960.85
2.	Current Outstanding General Obligation Debt	\$7,305,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$1,225,000 plus the applicable percentage of LMI set-aside  This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

**K. AGREEMENT TO INCLUDE AGRICULTURAL LAND**

Agricultural land owners have entered or will enter into agreements in which they agree to allow the City to include their real property defined as "Agricultural Land" in the Urban Renewal Area in accordance with Iowa Code Section 403.17(3). A copy of the signed agreement of each agricultural land owner within the Urban Renewal Area is attached or will be attached as Exhibit C. The original signed agreements will be on file at the City Clerk's office.

**L. URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new

development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

**B. General Obligation Bonds.**

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

**M. PROPERTY ACQUISITION/DISPOSITION**

The City will follow any applicable requirements for the acquisition and disposition of property within the Urban Renewal Area.

**N. RELOCATION**

The City does not expect there to be any relocation required of residents or businesses as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

**O. STATE AND LOCAL REQUIREMENTS**

All provisions necessary to conform to State and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

## **P. SEVERABILITY**

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, un-authorization, or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

## **Q. URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Plan may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

## **R. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under the *Code of Iowa* Section 403.19 can be extended for up to five (5) years if necessary to adequately fund the housing project. The City may decide to seek such consent. It is also anticipated that separate TIF ordinances or amendments thereto for separate parcel(s) or subareas may be adopted as development in the Area warrants. In that case, each subarea may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area

shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

**EXHIBIT A**

**LEGAL DESCRIPTION OF URBAN RENEWAL AREA**

LEGAL DESCRIPTION:

NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9  $\frac{1}{2}$  acres of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 10-82-5

All of the above being in Linn County, Iowa

**EXHIBIT B**  
**MAP OF URBAN RENEWAL AREA**

**EXHIBIT C**

**AGREEMENT TO INCLUDE AGRICULTURAL LAND  
IN THE SPRING MEADOW HEIGHTS URBAN RENEWAL AREA**

WHEREAS, the City of Mount Vernon, Iowa, (the "City") has proposed to establish the Spring Meadow Heights Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17 of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the property owned by the Agricultural Land Owner within the Urban Renewal Area meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.

2. The Agricultural Land Owner hereby agrees that the City of Mount Vernon, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.

3. The Agricultural Land Owner further authorizes the governing body of the City of Mount Vernon, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Name of Agricultural Land Owner: (or person authorized to sign on Agricultural Land Owner's behalf)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF LINN )

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

(SEAL)

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED SPRING MEADOW HEIGHTS URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF MOUNT VERNON, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

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

\_\_\_\_\_

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

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

November 20, 2017

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED SPRING MEADOW HEIGHTS URBAN  
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL  
AREA IN THE CITY OF MOUNT VERNON, STATE OF IOWA

The City Council of the City of Mount Vernon, State of Iowa, will hold a public hearing before itself at its meeting which commences at 6:30 P.M. on December 18, 2017 in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, to consider adoption of a proposed Spring Meadow Heights Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Mount Vernon, State of Iowa, legally described as follows:

NE ¼ NE ¼ of Section 10-82-5 South of the right-of-way of Chicago & Northwestern Railroad Company except the West 326.4 feet thereof

And

SE ¼ NE ¼ Section 10-82-5

Except

Parcel A, Plat of Survey No. 591 as recorded in Book 3908, Page 662

And

The North 9 ½ acres of the NE ¼ SE ¼ of Section 10-82-5

All of the above being in Linn County, Iowa

which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Mount Vernon, Iowa.

The City of Mount Vernon, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction, and reconstruction of substantial public

improvements, including, but not limited to, street, water, sanitary sewer, or storm sewer. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Mount Vernon, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

City Clerk, City of Mount Vernon, State of Iowa

(End of Notice)

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, NOVEMBER 20, 2017

PAYROLL	CLAIMS	56,790.44
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,650.45
ALLIANT IES UTILITIES	3 ST LIGHTS ON 2ND AVE SW	3,363.00
STATE HYGIENIC LAB	TESTING-SEW	2,085.50
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,958.23
DIESEL TURBO SERVICES INC	BRAKES,SIDE HUBS-PW	1,911.26
CR LC SOLID WASTE AGENCY	CHEMICAL DISP,LEAVES-S/W	1,359.82
MV ACE HARDWARE	SUPPLIES-ALL DEPTS	1,293.85
WEX BANK	FUEL-PD,WAT,SEW	1,046.01
COMMUNITY DEVELOPMENT GROUP	VIDEO TOUR PROJECT-MVHPC	500.00
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
GRAINGER INC	HAND DRYER-P&REC	369.75
KIECKS	UNIFORMS-PD	336.82
IOWA RURAL WATER ASSOCIATION	COMMUNITY MEMBERSHIP DUES	325.00
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	293.77
CAREPRO PHARMACY	FLU SHOTS-ALL DEPTS	285.99
SPRAY-LAND USA	2" FITTINGS REPAIR-RUT	280.35
HAWKEYE FIRE & SAFETY CORP	EQUIP-PD	228.00
OFFICE EXPRESS	TONER,CUPS-P&A	208.62
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	204.93
GAZETTE COMMUNICATIONS	PUBLIC NOTICE-P&A	197.14
OVERHEAD DOOR CO	DOOR REPAIR-P&REC	162.50
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	132.27
CARDIAC SCIENCE CORP	ELECTRODES,DEFIBRILLATION	130.16
HAWKINS INC	CHEMICALS-POOL	127.05
IOWA ONE CALL	LOCATES-WAT,SEW	126.00
IOWA SOLUTIONS INC	COMPUTER MAINT-P&A	125.00
US CELLULAR	CELL PHONE-PD	116.17
STORM STEEL	SKID PLATE FOR WATER TANK	98.04
LYNCH FORD	FRONT END ALIGNMENT-RUT	88.34
STAPLES ADVANTAGE	PENS,POST ITS-P&A	84.28
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES-RUT	83.94
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	76.54
UNITYPOINT CLINIC	DRUG TESTING-PW	74.00
SPRAY-LAND USA	BRINE EQUIP-RUT	61.50
WENDLING QUARRIES	RECLAIMED ASPHALT-RUT	61.50
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
P&K MIDWEST INC	TEMP SWITCH-RUT	58.36
AIRGAS INC	CYLINDER RENTAL FEE-PW	57.32
RIVER PRODUCTS COMPANY INC	ROADSTONE-RUT	48.44
PERSONAL TOUCH EMBROIDERY	UNIFORMS-RUT	39.00
P&K MIDWEST INC	MISC-RUT	38.86
CENTURY LINK	PHONE CHARGES-PD	37.34
CAMPBELL SUPPLY CEDAR RAPIDS	GRINDER REPAIR-RUT	28.02
PERSONAL TOUCH EMBROIDERY	UNIFORMS-PD	27.00
WENDLING QUARRIES	LIMEFILL-P&REC	23.99
SPRAY-LAND USA	SUPPLIES-RUT	13.95
	TOTAL	79,145.17

**AGENDA ITEM # J - 2**

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

**DATE:** November 20, 2017

**AGENDA ITEM:** Set Date – Amend Chapter 41.11 Fireworks Permit

**ACTION:** Motion

**SYNOPSIS:** Staff has included ordinances from both Lisbon and Cedar Falls. As indicated by Council, both of the ordinances ban the use of fireworks without a permit. The difference really lies in the enforcement of each ordinance, municipal infraction versus simple misdemeanor. Chief Shannon has secured other ordinances as well if the Council would like to consider additional options.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Supporting Documents

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

## ORDINANCE NO. 2915

AN ORDINANCE AMENDING SECTION 19-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 19, OFFENSES AND MISCELLANEOUS PROVISIONS, BY REPEALING SAID SECTION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW SECTION 19-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 19, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

*Section 1.* Section 19-24, Fireworks, of Article I, Generally, of Chapter 19, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and the following new Section 19-24, Fireworks, is enacted in lieu thereof, as follows:

### **Sec. 19-24. - Fireworks.**

#### (a) Definitions.

- (1) *Consumer fireworks* means first-class consumer fireworks and second-class consumer fireworks as those terms are defined in subparagraphs (3) and (5) below.
- (2) *Display fireworks* means 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 fireworks containing any explosive or flammable compound, or other device containing any explosive substance. *Display fireworks* does not include novelties or consumer fireworks enumerated in chapter 3 of the American pyrotechnics association's (APA) standard 87-1.

(3) *First-class consumer fireworks* means the following consumer fireworks, as described in APA standard 87-1, chapter 3:

- (a) Aerial shell kits and reloadable tubes.
- (b) Chasers.
- (c) Helicopter and aerial spinners.
- (d) Firecrackers.
- (e) Mine and shell devices.
- (f) Missile-type rockets.
- (g) Roman candles.
- (h) Sky rockets and bottle rockets.
- (i) Multiple tube devices under this paragraph (3) that are manufactured in accordance with APA standard 87-1, section 3.5.

(4) *Novelties* means all novelties enumerated in chapter 3 of the APA's standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission. *Novelties* includes party poppers, snappers, toy smoke devices, snakes and glow worms, and wire sparklers as defined in APA standard 87-1, section 3.2.

(5) *Second-class fireworks* means the following consumer fireworks, as described in APA standard 87-1, chapter 3:

- (a) Cone fountains.
- (b) Cylindrical fountains.
- (c) Flitter sparklers.
- (d) Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA standard 87-1, section 3.5.
- (e) Ground spinners.
- (f) Illuminating torches.
- (g) Toy smoke devices that are not classified as novelties pursuant to APA standard 87-1, section 3.2.
- (h) Wheels.
- (i) Wire or dipped sparklers that are not classified as novelties pursuant to APA standard 87-1, section 3.2.

(b) **Prohibitions.** It shall be unlawful for any person to use or explode consumer fireworks within the city limits of the City of Cedar Falls. It shall be unlawful for any person to use or explode display fireworks within the city limits of the City of Cedar Falls, unless a permit is properly obtained as set forth in subsection (d) below.

(c) **Exceptions.** This Section 19-4 shall not apply to the 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. Nor shall this section apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

- (d) Display Fireworks. The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits of the City of Cedar Falls by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. See also Section 11-27.
- (e) Violation. Violation of this section is a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars (\$250.00).

INTRODUCED: \_\_\_\_\_ November 6, 2017 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ November 6, 2017 \_\_\_\_\_

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

Print

Lisbon, Iowa Code of Ordinances

**41.13 FIREWORKS.**

The sale, use and exploding of fireworks within the City are subject to the following:

*(Code of Iowa, Sec. 727.2)*

1. **Definition.** The term “fireworks” includes any explosive composition, or combination of explosive substances, or articles prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, and specifically includes blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or other device containing any explosive substance.

2. **Regulations.** It is unlawful for any person to offer for sale, expose for sale, sell at retail, or use or explode any fireworks; provided 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:

- A. Personal Injury: \$250,000 per person
- B. Property Damage: \$50,000
- C. Total Exposure: \$1,000,000

3. **Exceptions.** This section does not prohibit the sale by a resident, dealer, manufacturer or jobber of such fireworks as are not prohibited; or the sale of any kind of fireworks if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theatre, or for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

**AGENDA ITEM # J – 3**

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

<b>DATE:</b>	November 20, 2017
<b>AGENDA ITEM:</b>	Phase II – OPN Contract
<b>ACTION:</b>	Motion

**SYNOPSIS:** Pending the outcome of the public hearing and subsequent resolution vote, the next step would be to move forward with the second phase of the architectural agreement. I have attached the contract that was approved at the March 6, 2017 Council meeting. Phase II compensation remains consistent at 6.5% of the construction costs at the end of phase I, or approximately \$421,640 (\$6,486,827 building estimate). Phase II consists of completion of construction documents, bid packages and management throughout the construction process.

**BUDGET ITEM:** GO and LOST 1& 3 Funds

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Original Contract

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

# AIA® Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of March in the year Two Thousand Seventeen  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Mount Vernon  
606 2<sup>nd</sup> Avenue South  
Mount Vernon, Iowa 52314

and the Architect:  
(Name, legal status, address and other information)

OPN Architects, Inc.  
24 ½ South Clinton Street  
Iowa City, IA 52240

for the following Project:  
(Name, location and detailed description)

City of Mount Vernon Community/Recreation Facility  
OPN Project #17401000

The Owner and Architect agree as follows.

**REMIT ALL PAYMENTS TO:**  
OPN Architects, Inc.  
200 Fifth Avenue SE, Suite 201  
Cedar Rapids, IA 52401

**ATTN: Vickie Choate (vchoate@opnarchitects.com)  
or Becky Ulferts (bulferts@opnarchitects.com)**

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Refer to Exhibit "A"

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined with the phased delivery of basic services

.2 Substantial Completion date:

To be determined with the phased delivery of basic services

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Refer to Exhibit "B" – Certificate of Liability Insurance

.2 Automobile Liability

Refer to Exhibit "B" – Certificate of Liability Insurance

.3 Workers' Compensation

Refer to Exhibit "B" – Certificate of Liability Insurance

.4 Professional Liability

Refer to Exhibit "B" – Certificate of Liability Insurance

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

Init.

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electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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*(Paragraphs deleted)*

### **§ 3.6 CONSTRUCTION PHASE SERVICES**

#### **§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	Additional services
§ 4.1.2 Multiple preliminary designs	Not Provided	Additional services
§ 4.1.3 Measured drawings	Not Provided	Additional services
§ 4.1.4 Existing facilities surveys	Not Provided	Additional services
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	Additional services
§ 4.1.6 Building Information Modeling	Architect	E203-2013
§ 4.1.7 Civil engineering	Architect	Survey provided by Owner
§ 4.1.8 Landscape design	Architect	Included in basic services
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Included in basic services
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	Additional services
§ 4.1.11 Detailed cost estimating	Architect	Included in basic services
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	Additional services

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§ 4.1.13	Conformed construction documents	Not Provided	Additional services
§ 4.1.14	As-Designed Record drawings	Not Provided	Additional services
§ 4.1.15	As-Constructed Record drawings	Not Provided	Additional services
§ 4.1.16	Post occupancy evaluation	Not Provided	Additional services
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	Additional services
§ 4.1.18	Tenant-related services	Not Provided	Additional services
§ 4.1.19	Coordination of Owner's consultants	Architect	Civil survey only
§ 4.1.20	Telecommunications/data design	Not Provided	Additional services
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Architect	CCTV and access control only
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	Additional services
§ 4.1.23	Extensive environmentally responsible design	Not Provided	Additional services
§ 4.1.24	LEED® Certification (B214™-2012)	Not Provided	Additional services
§ 4.1.25	Fast-track design services	Not Provided	Additional services
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	Additional services
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	Additional services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty ( 30 ) visits to the site by the Architect over the duration of the Project during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the

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estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

int.

Litigation in a court of competent jurisdiction

Other (Specify)

*(Paragraphs deleted)*

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Phase One: Lump Sum of Nineteen Thousand Five Hundred Dollars and no cents (\$19,500.00)

Phase Two: A percentage based fee of 6.5% of total construction costs, to be adjusted at the conclusion of Phase One to align with the approved project scope to be designed in Phase Two.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

As mutually agreed upon by both parties, or by Hourly Rate per Exhibit "C"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As mutually agreed upon by both parties, or by Hourly Rate per Exhibit "C"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
------------------------	--------	-----------	----	----

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Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to Exhibit "C" – OPN Architects Inc. 2017 Hourly Fee Rate

Employee or Category	Rate
----------------------	------

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

init.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

**§ 11.10.1** An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**REMIT ALL PAYMENTS TO:**

**OPN Architects, Inc.  
200 Fifth Avenue SE, Suite 201  
Cedar Rapids, IA 52401**

**ATTN: Vickie Choate (vchoate@opnarchitects.com)  
or Becky Ulferts (bulferts@opnarchitects.com)**

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

Exhibit "A"  
Exhibit "B" – Certificate of Liability Insurance  
Exhibit "C" – OPN Architects Inc. 2017 Hourly Fee Rate  
E203-2013  
G201-2013  
G202-2013  
G202 Exhibit – Model Element Table

Init.

This Agreement entered into as of the day and year first written above.

**OWNER**

**ARCHITECT**

*(Signature)*

Jamie Hampton, Mayor

*(Printed name and title)*

*(Signature)*

Justin Bishop, Associate Principal

*(Printed name and title)*

Init.

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(1348342530)



# Document B101™ – 2007 Exhibit A

## Initial Information

for the following **PROJECT**:  
(Name and location or address)

City of Mount Vernon Community/Recreation Facility  
OPN Project #17401000

**THE OWNER**:  
(Name, legal status and address)

City of Mount Vernon  
606 2<sup>nd</sup> Street South  
Mount Vernon, IA 52314

**THE ARCHITECT**:  
(Name, legal status and address)

OPN Architects, Inc.  
24 ½ South Clinton Street  
Iowa City, Iowa 52240

This Agreement is based on the following information.  
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

### ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:  
(Identify documentation or state the manner in which the program will be developed.)

The building program will be provided by the Owner – based upon previous feasibility studies.

§ A.1.2 The Project's physical characteristics:  
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The facility will contain, at minimum, the following facilities: locker rooms, walking track, meeting space, workout areas, and parking lots gymnasium. A second gymnasium shall be included in the Phase One process for evaluation by the City. The site will be designed to accommodate future building additions that may be identified during the Phase One scope.

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:  
(Provide total, and if known, a line item break down.)

\$3.5 or \$5.0 Million depending on the number of gymnasiums

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

Phase One Completion	May/June 2017
Phase One Presentation	July 2017
Phase Two Council Consideration	July/August 2017

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:  
*(Identify method such as competitive bid, negotiated contract, or construction management.)*

Competitive Bid

§ A.1.6 Other Project information:  
*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

Sustainable design principles are to be incorporated into the project with special care given to energy efficient operation systems. LEED certification is not included.

#### ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address and other information.)*

Chris Noshich City Administrator  
City of Mount Vernon  
606 2<sup>nd</sup> Avenue South  
Mount Vernon, IA 52314

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address and other information.)*

None

§ A.2.3 The Owner will retain the following consultants and contractors:  
*(List discipline and, if known, identify them by name and address.)*

Site Surveying – TBD  
Geotechnical Engineering – TBD  
Construction Testing – TBD  
Commissioning – TBD

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address and other information.)*

Justin Bishop  
Associate Principal  
OPN Architects, Inc.  
24 ½ South Clinton Street  
Iowa City, IA 52240

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.  
*(List discipline and, if known, identify them by name, legal status, address and other information.)*

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

M2B Structural Engineers

Ink.

422 2<sup>nd</sup> Ave SE  
Cedar Rapids, IA 52401

.2 Mechanical Engineer

Design Engineers  
8801 Prairie View Ln SW  
Cedar Rapids, IA 52404

.3 Electrical Engineer

Design Engineers  
8801 Prairie View Ln SW  
Cedar Rapids, IA 52404

.4 Civil Engineer

HBK Engineering  
509 S Gilbert St  
Iowa City, IA 52240

.5 Cost Estimation

Stecker-Harmsen  
510 S 17<sup>th</sup> St #110  
Ames, IA 50010

§ A.2.5.2 Consultants retained under Additional Services:

None

§ A.2.6 Other Initial Information on which the Agreement is based:  
(Provide other Initial Information.)

None

Init.

## **Additions and Deletions Report for AIA® Document B101™ – 2007 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:16:43 on 03/01/2017.

### **PAGE 1**

City of Mount Vernon Community/Recreation Facility  
OPN Project #17401000

...

City of Mount Vernon  
606 2<sup>nd</sup> Street South  
Mount Vernon, IA 52314

...

OPN Architects, Inc.  
24 1/2 South Clinton Street  
Iowa City, Iowa 52240

...

The building program will be provided by the Owner -- based upon previous feasibility studies.

...

The facility will contain, at minimum, the following facilities: locker rooms, walking track, meeting space, workout areas, and parking lots gymnasium. A second gymnasium shall be included in the Phase One process for evaluation by the City. The site will be designed to accommodate future building additions that may be identified during the Phase One scope.

...

\$3.5 or \$5.0 Million depending on the number of gymnasiums

### **PAGE 2**

<u>Phase One Completion</u>	<u>May/June 2017</u>
<u>Phase One Presentation</u>	<u>July 2017</u>
<u>Phase Two Council Consideration</u>	<u>July/August 2017</u>

...

Competitive Bid

...

Sustainable design principles are to be incorporated into the project with special care given to energy efficient operation systems. LEED certification is not included.

...

Chris Nosbisch City Administrator  
City of Mount Vernon  
606 2<sup>nd</sup> Avenue South  
Mount Vernon, IA 52314

...

None

...

Site Surveying – TBD  
Geotechnical Engineering – TBD  
Construction Testing – TBD  
Commissioning – TBD

...

Justin Bishop  
Associate Principal  
OPN Architects, Inc.  
24 1/2 South Clinton Street  
Iowa City, IA 52240

...

M2B Structural Engineers  
422 2<sup>nd</sup> Ave SE  
Cedar Rapids, IA 52401

**PAGE 3**

~~2~~ — Mechanical Engineer, 2 Mechanical Engineer

Design Engineers  
8801 Prairie View Ln SW  
Cedar Rapids, IA 52404

~~3~~ — Electrical Engineer

Design Engineers  
8801 Prairie View Ln SW  
Cedar Rapids, IA 52404

...

~~3~~ — Electrical Engineer, 4 Civil Engineer

HBK Engineering  
509 S Gilbert St  
Iowa City, IA 52240

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.5 Cost Estimation

Stecker-Harmsen  
510 S 17<sup>th</sup> St #110  
Ames, IA 50010

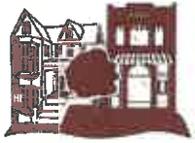
...

None

...

None

## **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**

**OCTOBER 2017**  
**POLICE REPORT**

**Vehicle Collisions**

There were 8 reported collisions in October. Four of the collisions occurred at the Hwy 1 & 30 roundabout. The first was the result of a vehicle travelling westbound on Hwy 30 failing to yield to a vehicle in the roundabout. Damage was estimated at \$7,000 and no injuries were reported. The second collision at this location occurred when a vehicle was eastbound Hwy 30 entered the roundabout and was struck by a vehicle that failed to yield while northbound on Hwy 1. Damage was estimated at \$6,000 and no injuries were reported. The third collision in the intersection occurred when a vehicle was southbound on Hwy 1, north of Hwy 30, entered the traffic circle and proceeded east on Hwy 30. While traversing the traffic circle, a vehicle that was northbound on Hwy 1, failed to yield and collided with the other vehicle. Damage was estimated at \$3,500 and no injuries were reported. The fourth collision at this intersection occurred when two vehicles were both southbound on Hwy 1 and approached the intersection. The first vehicle yielded to traffic in the roundabout. Vehicle 2 failed to recognize the first vehicle stopped for traffic and rear ended the first vehicle. Damage was estimated at \$4,500 and no injuries were reported. Officers responded to a collision in the 200 block of 1<sup>st</sup> Street W. This collision resulted as a vehicle was attempting to back out of a parking spot and struck the vehicle parked next to them. Damage was estimated at \$5,000 and no injuries were reported. Officers responded to a collision in Cornell College "O Lot" behind Scott Alumni building for a hit & run accident. Damage was estimated at \$1,500 and no injuries were reported. The striking vehicle was not identified. Officers responded to Casey's General Store for a collision in the parking lot. This occurred when a vehicle that had been parked at the gas pumps began to back up while a vehicle was entering the parking lot from the west side and was struck by the 1<sup>st</sup> vehicle as it was backing. Damage was estimated \$3,500 and no injuries were reported. Officers responded to a collision on College Blvd SW east of 7<sup>th</sup> Ave. Upon investigation, officers determined that a vehicle was travelling east on College Blvd near 7<sup>th</sup> Ave and crossed the center of roadway while a vehicle was travelling west on College Blvd between Library Ln and 7<sup>th</sup> Ave. The vehicles collided head on. Damage was estimated at \$5,000 and no injuries were reported.

**Incidents/Arrest**

There were 24 reported incidents in October. Incidents reported included criminal mischief, found property, OWI, theft, public intoxication, credit card fraud, hit & run, allowing dog to bark, child abuse, vehicle tow, assault, possession of controlled substance, possession of drug paraphernalia, driving while barred, and a medical assist with cpr/aed use. The 24 reported incidents resulted in 6 arrests for October. Arrests were for OWI, driving while barred (x2), OWI, Interference with official acts (x2), public intox (x2), theft 3<sup>rd</sup> degree, allowing dog to bark (citation only), possession of drug paraphernalia, and possession of methamphetamine (3<sup>rd</sup> offense).

**Community Service:**

- Officer Gehrke participated in Career Day at the Mount Vernon Middle School on 10/4/2017



**Mount  
Vernon**  
IOWA

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**Doug Shannon, Chief of Police**

**Jamie Hampton, Mayor**

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**Paul Tuerler**  
**Marty Christensen**  
**Scott Rose**  
**Tom Wieseler**

- 
- Chief Shannon assisted Cornell College with providing Active Threat training to Cornell staff & students on 10/26/2017.
  - Annual Boots (MVFD) vs. Badges (MVPD) blood drive was held on 10/26/2017 at City Hall. The goal was to collect 36 units during this donation, and we were able to collect a total of 43 units.

**Training**

- Officer Jason Blinks successfully completed the Iowa Law Enforcement Academy, graduating on 10/27/2017 from the 79<sup>th</sup> Level II Basic Academy at Hawkeye Community College in Waterloo. Officer Blinks has begun the Field Training Officer program through our department.

**GTSB**

Officers worked 8 hours of STEP in October. During this enforcement, officers contacted 3 speed violations, 3 registration violations, 1 other traffic violation, and 1 insurance violation.

**LISBON**

Per the 28E agreement our department provided the following service to Lisbon in October 2017:

- Patrol: 1,505 minutes
- Calls for service: 822 minutes (20 calls for service)
- Administrative time: 195 minutes

**Total time for October: 42.03 hrs - \$1,681.33.**

**Lisbon was invoiced for August-October 2017: \$5,551.33**

- August - 53.17 hrs = \$2,126.80
- September - 43.58 hrs = \$1,743.20
- October - 42.03 hrs = \$1,681.33

Respectfully Submitted,

Chief of Police



**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**

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**Public Works Report**  
**November 20, 2017**

***Water Department***

The streets department and water department were able to repair a valve on College Boulevard SW. The valve has needed replaced for a minimum of 6 months. The leak was something though city staff felt it could wait to repair when operations would allow for the repair to take place.

The streets and water department were also able to replace an out of service fire hydrant at the intersection of 4<sup>th</sup> Avenue and 3<sup>rd</sup> Street SW. The original plan was to remove the hydrant. The plan changed for a few reasons two being ease of maintenance in the future, along with the city already had a 6-inch hydrant in stock from a previous project. The hydrant is being installed on an 8-inch watermain so water flow will be more than adequate out of this hydrant. While trying to remove the hydrant lead was discovered. The old way to join pipes was by a lead fitting pounded into the bell of the pipe. When city crews discover lead they must remove any found. This fitting should not cause alarm, fittings like this do not actually touch the water supply like an actual lead pipe would. The fittings become a concern when the pipe is disturbed for construction purposes. The city will document the pipe found and if a reconstruction project were needed on 3<sup>rd</sup> Street SW new watermain would be purposed with that project.

***Parks***

All the park restrooms have been closed for the winter season. Water to the buildings without heat has been shut off.

***Streets***

Crews have removed the concrete alley in the business district uptown. The alley has been closed all summer due to undermining from water runoff. Crews have placed gravel on the alley for a temporary solution. This will allow businesses access through the winter season. It will also allow city crews access for winter maintenance. After the winter season the alley is slated to be replaced. It may be worth discussing an alternative of city crews pouring back the concrete alley and saving the extra cost that would be involved in a total alley reconstruct.

Street sweeping has been finished in all quadrants of town. If the weather cooperates crews will attempt one more sweeping after the leaf pickup season has ended.



**Mount  
Vernon**  
IOWA

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**Tom Wieseler**

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Tree trimming in the northeast quadrant will start this week. We expect it to take 2-3 weeks to trim the trees in the ROW. If the weather is still reasonable crews will then move to the southwest quadrant of town.

***Building Maintenance***

Crews are in the process of changing over all the florescent shop lights to LED lights. The retro fit kit cost \$60 dollars per light. The new light fixtures are 60-watt usage lights, the old fixtures were 150-watt usage lights. When the project is complete the city will have changed 32 fixtures over from 150 watts to 60 watts. This also eliminates the need for ballast in the fixtures. The ballast were being changed every 2-3 years at a cost of 35-45 dollars per ballast. Alliant may have a rebate program that allows up to \$.50 cents per watt saved. We are working with Alliant and Van Meter on this program.



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**Parks and Recreation Department**  
**Directors Report**  
**October 15 – November 15**

**Parks**

- **All parks and their facilities have been winterized**
- **Nature Park trail...hoping to have trail specifications ready for Council review at December 18 meeting.**
- **Park and Rec Board have been discussing development of parks within the two new developments and preliminary plats that have been approved by Council.**

**Sports**

- **Girls Basketball is in full swing now with five teams in Grades 3-6 (two teams in 3<sup>rd</sup> Grade, two teams in 4<sup>th</sup> Grade, and one in 5<sup>th</sup>-6<sup>th</sup> Grade). We also have 14 girls registered for 2<sup>nd</sup> Grade and 13 girls registered for 1<sup>st</sup> Grade Basketball on Saturday mornings.**

**Pool**

- **The 2017 Pool Report will be presented to Council in December.**

**Misc**

- **Reminder that Magical Night is Nov 30<sup>th</sup>. Park and Rec will again offer Cookie Decorating at First Street Community Center from 5-8pm. This should be another great night with a two trolleys and a trackless train. Thank you to Meridith Hoffman for sponsoring this portion of the event.**
- **Park and Rec will participate in Shop Small Saturday by providing an OPEN GYM at MV Middle School Gym from 12-4pm on Saturday November 25<sup>th</sup>.**
- **Park and Rec Board have been reviewing and discussing updates to the Parks and Recreation Master Plan. Updated info will be shared at a future meeting.**

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

**AGENDA ITEM # L - 1**

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

**DATE:** November 20, 2017

**AGENDA ITEM:** Budget

**ACTION:** None

**SYNOPSIS:** This is a placeholder in case the City Council has any questions regarding the process or the current timeline.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** None

**ATTACHMENTS:** None

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 11/16/17

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

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
November 20, 2017**

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- This will be the final week of leaf pickup for the City (Thanksgiving week).
- Staff has received the IT audit from Access Systems and will be identifying priorities for inclusion in to the FY 19 budget.
- Sidewalk construction is slated to begin the week following Thanksgiving. JDM will be placing notices on resident's doors prior to the commencement of work.
- Staff has met with MSA Engineering regarding the Hwy 1 and Hwy 30 roundabout. They will be providing the City with an audit proposal, as they see areas of improvement on the design.
- Just a quick reminder that I need the goal setting surveys back by November 29, 2017.