

City of Mt. Vernon, Iowa

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

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

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

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

- D. Consent Agenda**

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

 - 1. Approval of City Council Minutes – October 15, 2018 Regular Council Meeting
 - 2. Approval of Liquor License – Gary's Foods

- E. Public Hearing**
 - 1. None

- F. Ordinance Approval/Amendment**
 - 1. Ordinance #10-1-2018A: Amending Chapter 55.21 Livestock of the Mt. Vernon Municipal Code
 - i. Motion to approve the third and final reading

- G. Resolutions for Approval**
 - 1. Resolution #11-5-2018A: Authorizing the Advancement of Costs for an Urban Renewal Project and Certification of Expenses Incurred by the City for Payment Under Iowa Code Section 403.19
 - 2. Resolution #11-5-2018B: Certifying the TIF Debt incurred in CY 2018 for FY 2020 to the Linn County Auditor
 - 3. Resolution #11-5-2018C: Approving the Annual Urban Renewal Report for FY 2018 to the Iowa Department of Revenue
 - 4. Resolution #11-5-2018D: Making the Award of the Construction Bid for the Building Improvements for the Lester Buresh Family Community Wellness Center Project

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 Pay Application #3 – 2017 Sidewalk Improvements – Council Action as Needed
3. Discussion and Consideration of the Quote for a Replacement Lift Station Pump – Bryant Station – Council Action as Needed
4. Discussion and Consideration of a Proposal for Special Inspections and Materials Testing Services for the Lester Buresh Family Community Wellness Center Project – Council Action as Needed
5. Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Vacating and Selling the N-S 16' Alley Right of Way Adjacent to 906 and 824 Summit Ave SW, Mt. Vernon, Iowa –Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Demolition Ordinance
2. Possible Budget/CIP Communication

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 October 15, 2018 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, West, Wieseler, and Rose. Council has one vacancy.

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

Agenda Additions/Agenda Approval. Mayor Hampton noted that the minutes under the Consent Agenda should say October 1, 2018 instead of September 17, 2018. Motion made by Wieseler, seconded by Rose to approve the Agenda with the above mentioned change. Carried all.

Consent Agenda. Motion to approve Consent Agenda made by West, seconded by Rose. Carried all.
Approval of City Council Minutes – October 1, 2018 Regular Council Meeting
Approval of Liquor License – Lincoln Winebar

Ordinance Approval/Amendment

Ordinance #9-17-2018A: Repealing Chapter 165 Zoning Regulations and Zoning Map, and Adopting a New Chapter 165 Zoning Regulations and Zoning Map in Lieu Thereof. Motion to approve third and final reading of Ordinance #9-17-2018A made by Rose, seconded by Wieseler. Roll call vote. Motion carries.

Ordinance #10-1-2018A: Amending Chapter 55.21 Livestock of the Mt. Vernon Municipal Code. Motion to approve second reading and proceed with the third and final reading – (Council may suspend rules and proceed with the final reading after a vote of the second reading). Motion to approve second reading of Ordinance #10-1-2018A made by West, seconded by Rose. Roll call vote. Motion carries.

Resolutions for Approval

Resolution #10-15-2018A: Approving the Annual Financial Report for Fiscal Year 2018. Motion to approve Resolution #10-15-2018A made by Wieseler, seconded by Roudabush. Roll call vote. Motion carries.

Resolution #10-15-2018B: Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent, Bond Registrar, and Transfer Agent Agreement and Authorizing the Execution of the Agreement. Nobsch explained this resolution and the next are both from the bond attorney. This identifies Bankers Trust as the winning bidder, finalizing the paper and allowing the City to prepare for the transfer of the \$5,000,000 in funds. Motion to approve Resolution #10-15-2018B made by Rose, seconded by Wieseler. Roll call vote. Motion carries.

Resolution #10-15-2018C: Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Bonds: Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate. Nobsch explained that this illustrates a 15 year note for General Obligation Bonds being paid off in 2033. Motion to approve Resolution #10-15-2018C made by Wieseler, seconded by West. Roll call vote. Motion carries.

Resolution #10-15-2018D: Approving the Final Plat of Stonebrook 6th Addition to the City of Mt. Vernon, Iowa. The developer has posted a performance bond just short of \$350,000 to cover any expenses and the City Engineer has signed off on that dollar amount. Planning and Zoning voted 6-0 in favor of the final plat at their last meeting. Motion to approve Resolution #10-15-2018D made by Wieseler, seconded by Rose. Roll call vote. Motion carries.

Motions for Approval

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

AIRGAS INC	CYLINDER RENTAL FEE-PW	63.25
ALL SECURE	SECURITY SYST MONITORING-POOL	75.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,760.89
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	2,869.30
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	560.04
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	422.68
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	379.16
ALLIANT IES UTILITIES	ENERGY USAGE-FD	250.01
ALLIANT IES UTILITIES	ENERGY USAGE-PD	164.12
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	84.51
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	41.65
ALLIANT IES UTILITIES	ENERGY USAGE-ALL DEPTS	41.61
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	28.25
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	18.01
ARAMARK	RUGS-FD	106.34
ARAMARK	RUGS-FD	106.34
CARQUEST OF LISBON	VEHICLE MAINT-PW	231.73
CENTURY LINK	PHONE CHARGES-PD	53.10
CHRISTINE TABAK	SERVICES-MVHPC	93.75
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	2,500.00
CONFLUENCE INC	CORRIDOR STUDY	4,600.00
CR LC SOLID WASTE AGENCY	TUBES,PAINT,GLASS-SW	174.30
CURTIS ENGLISH	PORTABLE RR RENTALS-P&REC	150.00
ECICOG	SUB-DIVISION UPDATE-P&A	518.00
EVER-GREEN LANDSCAPE NURSERY	TREES-RUT	180.00
FAT GUYS MOTOR SPORTS	EQUIP REPAIR-RUT	85.72
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
GARY'S FOODS	PUBLIC RELATIONS-PD	47.89
GARY'S FOODS	SUPPLIES-WAT	9.30
GOODYEAR COMMERCIAL TIRE	2013 EXP MAINT-PD	585.08
IOWA DEPT OF PUBLIC SAFETY	ON LINE WARRANTS-PD	300.00
IOWA ONE CALL	LOCATES-WAT,SEW	89.10
IOWA SOLUTIONS	COMPUTER MAINT-P&A	546.60
IOWA SOLUTIONS INC	MTHLY MAINTENANCE-ALL DEPTS	595.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	527.50
MEDIACOM	PHONE/INTERNET-WWTP	184.82
MEDIACOM	PHONE/INTERNET-POOL	162.29
MEDIACOM	PHONE/INTERNET-P&REC	160.36
MEDIACOM	PHONE/INTERNET-RUT	159.19
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	663.96
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-ALL DEPTS	1,043.02
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC	67.50
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS PAY-PD	16.34
NEAL'S WATER CONDITIONING SERVICE	WATER/SALT-RUT,P&A,SEW	65.65
OPN ARCHITECTS	WELLNESS CENTER	58,676.42

P&K MIDWEST	EQUIP REPAIR-WAT	78.74
PAYROLL	PAYROLL	59,374.01
PLUMB SUPPLY	BLDG REPAIR/MAINT-POOL	49.22
PLUMB SUPPLY CO	FITTINGS-POOL	35.24
RACOM CORPORATION	K9/MONSTER-SPECIAL DONATIONS	847.41
RED LION RENEWABLES	SOLAR ELECTRIC PRODUCTION-P&A	231.30
RICKARD SIGN AND DESIGN CORP	NEW PD CAR-PD	1,033.75
S&P GLOBAL	ANALYTICAL SERVICE-COMM CENTER	14,500.00
SHERWIN WILLIAMS CO.	PAINT-RUT	40.85
SIMMERING CORY IOWA CODIFICATION	CODE UPDATES-P&A	312.00
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	20.00
ST LUKES WORK WELL SOLUTIONS	DRUG TEST-RUT,WAT	72.00
STATE HYGIENIC LAB	TESTING-SEW	2,129.00
STIVERS FORD LINCOLN	VEHICLE PURCHASE-PD	30,067.00
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-PW	87.00
US CELLULAR	CELL PHONE-PD	163.48
USA BLUE BOOK	SUPPLIES-WAT	114.63
UTILITY SERVICE INC	WATER TOWER MAINT-WAT	4,749.02
WENDLING QUARRIES	ROAD ROCK-ST WAT	277.03
WEX BANK	FUEL-PD,WAT,SEW	1,426.76
TOTAL		197,306.22
GENERAL FUND		41,009.94
ROAD USE TAX FUND		6,049.07
COMMUNITY CENTER		73,176.42
WATER FUND		9,008.38
SEWER FUND		8,093.97
STORM WATER FUND		277.03
SOLID WASTE		317.40
PAYROLL		59,374.01
TOTAL		197,306.22

Discussion and Consideration of a Public Works Vehicle Purchase – Council Action as Needed. This was not a planned budget item but due to the amount of money spent on the 2010 F-250, plus the amount of additional work that is needed for repairs, staff is requesting the purchase of a new F250. We may be required to amend the streets budget later this year. Motion to approve purchase made by Rose, seconded by West. Carried all.

Discussion and Consideration of Mt. Vernon Fire Departments Grant Application to Assistance to Firefighters Grant Program – Council Action as Needed. Council did ear mark in the CIP, \$50,000 for this fill station but the Fire Department is going to try for an AFG grant. A motion is needed allowing the Fire Department to utilize the City's DUNS number in their grant application and allow the Mayor to sign a letter of support. This is a project that was already technically funded by the City but this would reduce the out of pocket expense. Motion made by Rose, seconded by West approving the AFG grant application. Carried all.

Reports to be Received/Filed

Mt. Vernon Police Report. There were 5 reported collisions in September and 22 reported incidents. Officer Moel and K9 Monster have returned from training and began working as a K9 team on September 22, 2018. Officers attended several community service meetings and training for tactical medicine efforts and

taser instructor certification training. In September officers worked 16 hours of STEP enforcement. Mount Vernon Police Dept was awarded the 2018-2019 GTSB STEP Grant in the amount of \$8,600.00.

Mt. Vernon Public Works Report. Crews were able to repair/rebuild two storm inlets. Jacob See attended SPOT training in Des Moines and Eldon Downs and Christian Andrews participated in this year's state snow plow rodeo. Crews cleaned excess chips off the streets that were seal coated this summer. Crews put Christmas lights up early this year and switched out the banners uptown for Cornell's homecoming. Trees were recently planted in the City right of ways as well as four trees at the dog park and 2 trees in Nature Park.

Mt. Vernon Parks and Rec Report. Flag football and soccer will be finishing up soon. The annual dog swim brought a total of 40 dogs with 52 humans in attendance. Siders attended the Nation Park and Recreation Association conference in Indianapolis. The Nancy Doreen Huffman Dog Park will be celebrating its 5 year anniversary on Saturday, October 20, 2018.

Discussion Items (No Action)

CIP – Council Goals and Preferred Projects. Nobsch provided a copy of the goal setting document from December, 2017. Progress has been made on various projects and Council will need to determine if any projects need to be added or moved higher on the list. Discussion will continue at a future meeting.

Reports of Mayor/Council/Administrator

Council Reports. Wieseler reported that the school district will be opening bids tomorrow for their project.

City Administrator's Report. The City and OPN conducted a pre-bid meeting on October 11, 2018 for the community center. Nobsch will be attending the Iowa Planning Conference October 17-19. Review on the subdivision ordinance has started.

As there was no further business to attend to the meeting adjourned the time being 7:22 p.m., October 15, 2018.

Respectfully submitted,
Marsha Dewell
Deputy Clerk

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Wednesday, October 17, 2018 2:35 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: Liquor License Submitted to Local Authority

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

License #	License Status	Business Name
LE0001230	Submitted to Local Authority	Gary's Foods (715 1st Ave S Mount Vernon Iowa, 52314)

Please do not respond to this email.

To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

F. Ordinance Approval/Amendment

AGENDA ITEM # F – 1

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

DATE:	November 5, 2018
AGENDA ITEM:	Ordinance #10-1-2018A
ACTION:	Motion

SYNOPSIS: Staff has not receive any written or verbal communication regarding this ordinance since the second reading.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Ordinance #10-1-2018A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

Prepared by: City of Mt. Vernon, City Hall,
Chris Nosbisch, City Administrator

213 First St. NW, Mt. Vernon, IA 52314
(319) 895-8742

ORDINANCE #10-1-2018A

AN ORDINANCE AMENDING CHAPTER 55.21 LIVESTOCK OF THE CITY OF MT. VERNON MUNICIPAL CODE

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

SECTION 1. AMENDMENT. The existing 55.21 (4.) is hereby repealed and replaced with a new 55.21 (4.) By the granting of the permit to raise chickens and the application thereof, the permittee authorizes that the City Administrator or his/her appointed Zoning Administrator, upon identification and verification of credentials, have the right to enter onto the exterior of a permittee's property any time for the limited purpose of inspection of the premises to ensure that all conditions identified in Chapter 55.21 have been met.

SECTION 2. SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved and adopted this ___ day of _____, 2018.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke – City Clerk

I certify that the foregoing was published as
Ordinance #10-1-2018A on the ___ day of _____, 2018.

Sue Ripke, City Clerk

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	November 5, 2018
AGENDA ITEM:	Resolution #11-5-2018A
ACTION:	Motion

SYNOPSIS: In short, this is a resolution allowing the City to borrow from an existing fund (LOST) to be paid back with future TIF revenues. This is a timing issue for the City as we will be making the first payment on the 2018 community center bonds in June. For this payment, we would have needed to allocate funds from TIF in December 2017. As the City did not yet have the debt obligation, it could not ask for these TIF funds. Therefore, we are going to borrow the \$83,400 from our existing community center LOST funds to make the payment in June, and repay those dollars from future TIF asking's. If you look at resolution #11-5-18B, form 2, you will already see a \$41,700 request for this year. We will capture 50% of the payment this year and the remaining 50% in our CY 2019 asking.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #11-5-2018A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

November 5, 2018

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

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

Absent: _____

Vacant: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Mount Vernon, Iowa has adopted the Mount Vernon Urban Renewal Plan, as amended (the "Plan") for the Mount Vernon Urban Renewal Plan Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as construction, equipping and furnishing of a community center/recreation facility and associated parking to be located on the Mount Vernon Community School District campus, (the "Project") within the Urban Renewal Area; and

WHEREAS, the City has authorized General Obligation Urban Renewal Bonds, Series 2018, in the amount of \$5,000,000 (the "Bonds") to finance a portion of the costs of the project; and

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, 2017, as amended, and an election duly held in accordance therewith, the City Council of the City of Mount Vernon (the "Issuer") is currently entitled to receive proceeds of the local option sales and services tax (the "Local Option Tax") imposed in accordance with Chapter 423B and an Ordinance duly adopted by the Board of Supervisors of Linn County with respect thereto; and

WHEREAS, 25% of the revenues derived from the Local Option Tax are designated to be used for the costs of the Project; and

WHEREAS, the City will advance costs from the Local Option Sales Tax Fund to pay debt service for the bonds, and thereafter reimburse said fund with tax increment; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2018; and

WHEREAS, the amount of funds to be advanced at this time is \$83,413.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Mount Vernon, Iowa, as follows:

Section 1. Pursuant to Ordinance, there has been established the Mount Vernon Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that funds in the amount of \$83,413 be advanced from the Local Option Sales Tax Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan (the "Loan") from the Local Option Sales Tax Fund and the Local Option Sales Tax Fund shall be reimbursed from the Tax Increment Fund as increments become available.

Section 3. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2018.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, STATE OF IOWA, this 5th day of November, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

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

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

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

AGENDA ITEM # G - 2 & G - 3

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

DATE:	November 5, 2018
AGENDA ITEM:	Resolution #11-5-2018B & #11-5-2018C
ACTION:	Motion

SYNOPSIS: The following resolutions are both directly related to the City of Mt. Vernon's yearly TIF allocation. The first resolution (11-5-2018B) is the City's calendar year 2018 TIF asking. The second (11-5-2018C) is the annual TIF report that must be filed with the Iowa Department of Revenue annually. The TIF report is given to the Iowa legislature each year in an effort to show the proper usage of TIF funds by the City. The City is certifying just over \$6,000,000 in new urban renewal debt to Linn County (this is the TIF "obligation"), and the repayment that was identified in resolution #11-5-2018A. The City is seeking just under \$560,000 in TIF monies for CY 2018.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #11-5-2018B & #11-5-2018C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

RESOLUTION #11-5-2018B

A Resolution certifying to County Auditor, TIF debt incurred in CY2018 for FY2020.

Motion made by _____, seconded by _____ to _____
Resolution #11-5-2018B

Resolution #11-5-2018B _____ on November 5, 2018, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, Asst. Administrator/City Clerk

**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*: \$ 6,007,855

*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:

On October 1, 2018, the City approved the sale of \$5,000,000 of General Obligation Urban Renewal Bonds, of which, \$4,725,000 principal is paid directly by TIF revenues.

On November 5, 2018, the City approved an interfund loan from LOST to TIF to be repaid with TIF over 2 years, totaling \$83,413.

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. <u>\$5,000,000 General Obligation Urban Renewal Bonds, Series 2018</u> <u>TIF Portion is \$4,725,000 plus interest</u> <u>Matures 6-1-2031</u>	<u>10/1/2018</u>	<u>5,924,442</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>Interfund Loan from LOST to TIF</u> <u>Repaid with TIF over 2 years</u> <u>FY2019 interest payment related to 2018 debt</u>	<u>11/5/2018</u>	<u>83,413</u>
<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: 6,007,855

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

RESOLUTION #11-5-2018C

A Resolution approving the Urban Renewal Report for FY18.

Motion made by _____, seconded by _____ to _____
Resolution #11-5-2018C

Resolution #11-5-2018C _____ On November 5, 2018, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL
MOUNT VERNON, IOWA

Jamie Hampton, Mayor

ATTEST:

Sue Ripke
Assistant City Administrator/Clerk

Annual Urban Renewal Report, Fiscal Year 2017 - 2018

Levy Authority Summary

Local Government Name: MOUNT VERNON
 Local Government Number: 57G548

Active Urban Renewal Areas

MT. VERNON URBAN RENEWAL

U.R. #	# of Tif Taxing Districts
57043	4

TIF Debt Outstanding: 2,075,608

TIF Sp. Rev. Fund Cash Balance as of 07-01-2017:	580,890	10,537	Amount of 07-01-2017 Cash Balance Restricted for LMI
---------------------------------------------------------	----------------	---------------	-------------------------------------------------------------

TIF Revenue:	598,139
TIF Sp. Revenue Fund Interest:	1,190
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	599,329

Rebate Expenditures:	0
Non-Rebate Expenditures:	899,231
Returned to County Treasurer:	0
Total Expenditures:	899,231

TIF Sp. Rev. Fund Cash Balance as of 06-30-2018:	280,988	10,537	Amount of 06-30-2018 Cash Balance Restricted for LMI
---------------------------------------------------------	----------------	---------------	-------------------------------------------------------------

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 895,389

Projects For MT. VERNON URBAN RENEWAL

WWTP

Description: Waste water treatment plant
Classification: Water treatment plants, waste treatment plants & lagoons
Physically Complete: Yes
Payments Complete: No

Street Construction

Description: 5th Ave, 4th St, Ink and Scobey Roads, 1st St and HMA
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Water Line Project

Description: Installation of larger water line from the water tower to the school.
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Fire Station Land

Description: Acquire land for new fire station.
Classification: Acquisition of property
Physically Complete: Yes
Payments Complete: Yes

Business Grants

Description: Grants to business owners for building improvements.
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: Yes

Fire Station

Description: Portion of costs to build, equip and furnish new fire station.
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: Yes
Payments Complete: No

Swimming pool rehab

Description: Swimming pool rehabilitation
Recreational facilities (lake development, parks, ball fields,

Classification: trails)
Physically Complete: No
Payments Complete: No

Sidewalk Project

Description: Sidewalks
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: Yes

Community Center

Description: Community center construction
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: No
Payments Complete: No

Streets/sidewalks

Description: Streets/sidewalks construction
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Housing developments

Description: Housing development costs-Spring Meadow, BBAJ
Classification: Residential property (classified residential)
Physically Complete: No
Payments Complete: No

Sidewalk project

Description: Sidewalks
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Debts/Obligations For MT. VERNON URBAN RENEWAL

2007 G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,040,000
Interest:	132,415
Total:	1,172,415
Annual Appropriation?:	No
Date Incurred:	05/01/2007
FY of Last Payment:	2022

2010B G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	12/01/2010
FY of Last Payment:	2017

2010A G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	145,000
Interest:	9,878
Total:	154,878
Annual Appropriation?:	No
Date Incurred:	10/19/2010
FY of Last Payment:	2020

2014 G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	140,000
Interest:	8,315
Total:	148,315
Annual Appropriation?:	No
Date Incurred:	09/22/2014
FY of Last Payment:	2021

Due to Cap. Proj.-Comm. Center

Debt/Obligation Type:	Internal Loans
Principal:	578,735
Interest:	0
Total:	578,735
Annual Appropriation?:	No
Date Incurred:	06/30/2017
FY of Last Payment:	2017

Due to Cap. Proj.-streets/sidewalks

Debt/Obligation Type: Internal Loans
Principal: 4,291
Interest: 0
Total: 4,291
Annual Appropriation?: No
Date Incurred: 06/30/2017
FY of Last Payment: 2017

Due to GF-housing dev.-Spring Meadow/BBAJ

Debt/Obligation Type: Internal Loans
Principal: 15,195
Interest: 0
Total: 15,195
Annual Appropriation?: No
Date Incurred: 06/30/2017
FY of Last Payment: 2017

Due to RUT-sidewalk project

Debt/Obligation Type: Internal Loans
Principal: 1,779
Interest: 0
Total: 1,779
Annual Appropriation?: No
Date Incurred: 06/30/2017
FY of Last Payment: 2017

Non-Rebates For MT. VERNON URBAN RENEWAL

TIF Expenditure Amount:	77,048
Tied To Debt:	2007 G.O. Bonds
Tied To Project:	WWTP
TIF Expenditure Amount:	134,618
Tied To Debt:	2007 G.O. Bonds
Tied To Project:	Street Construction
TIF Expenditure Amount:	49,378
Tied To Debt:	2010A G.O. Bonds
Tied To Project:	Fire Station
TIF Expenditure Amount:	38,187
Tied To Debt:	2014 G.O. Bonds
Tied To Project:	Swimming pool rehab
TIF Expenditure Amount:	578,735
Tied To Debt:	Due to Cap. Proj.-Comm. Center
Tied To Project:	Community Center
TIF Expenditure Amount:	4,291
Tied To Debt:	Due to Cap. Proj.-streets/sidewalks
Tied To Project:	Streets/sidewalks
TIF Expenditure Amount:	15,195
Tied To Debt:	Due to GF-housing dev.-Spring Meadow/BBAJ
Tied To Project:	Housing developments
TIF Expenditure Amount:	1,779
Tied To Debt:	Due to RUT-sidewalk project
Tied To Project:	Sidewalk project

Income Housing For MT. VERNON URBAN RENEWAL

Amount of FY 2018 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
<hr/>	
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

♣ Annual Urban Renewal Report, Fiscal Year 2017 - 2018

TIF Taxing District Data Collection

Local Government Name: MOUNT VERNON (57G548)
 Urban Renewal Area: MT. VERNON URBAN RENEWAL (57043)
 TIF Taxing District Name: MT VERNON CITY/MT VERNON SCH/ INCR
 TIF Taxing District Inc. Number: 57246

TIF Taxing District Base Year: 1992
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

Slum
 Blighted
 Economic Development

UR Designation
 No
 No
 07/1993

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	114,005,900	25,596,760	667,700	0	-111,120	146,030,380	0	146,030,380
Taxable	0	64,913,940	23,037,085	600,930	0	-111,120	93,284,539	0	93,284,539
Homestead Credits									-435

Fiscal Year 2018	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
	23,997,762	93,284,539	14,361,115	78,923,424	2,746,144

FY 2018 TIF Revenue Received: 501,899

TIF Taxing District Data Collection

Local Government Name: MOUNT VERNON (57G548)
 Urban Renewal Area: MT. VERNON URBAN RENEWAL (57043)
 TIF Taxing District Name: MT VERNON CITY AG/MT VERNON SCH/ INCR
 TIF Taxing District Inc. Number: 57321

TIF Taxing District Base Year: 1992
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date? No

Slum
 Blighted
 Economic Development

UR Designation
 No
 No
 07/1993

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	3,224,400	0	0	0	0	0	3,224,400	0	3,224,400
Taxable	1,531,572	0	0	0	0	0	1,531,572	0	1,531,572
Homestead Credits									0

Fiscal Year 2018	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
	912,027	1,531,572	235,785	1,295,787	32,135

FY 2018 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2017 - 2018

TIF Taxing District Data Collection

Local Government Name: MOUNT VERNON (57G548)
 Urban Renewal Area: MT. VERNON URBAN RENEWAL (57043)
 TIF Taxing District Name: MT VERNON CITY/MT VERNON SCH/ #2 UR INCR
 TIF Taxing District Inc. Number: 57619
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation
 No
 No
 05/2006

Slum
 Blighted
 Economic Development

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	86,695,900	2,759,050	139,400	0	-105,564	91,740,136	0	91,740,136
Taxable	0	49,363,825	2,483,145	125,460	0	-105,564	53,724,239	0	53,724,239
Homestead Credits									432

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	74,234,309	17,611,391	2,711,266	14,900,125	518,450

FY 2018 TIF Revenue Received: 96,240

TIF Taxing District Data Collection

Local Government Name: MOUNT VERNON (57G548)
 Urban Renewal Area: MT. VERNON URBAN RENEWAL (57043)
 TIF Taxing District Name: MT VERNON CITY AG/MT VERNON SCHOOL/AMEND # 2 UR TIF INCREMENT
 TIF Taxing District Inc. Number: 57621
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation
 No
 No
 05/2006

Slum
 Blighted
 Economic Development

TIF Taxing District Value by Class - 1/1/2016 for FY 2018

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2018	0	0	0	0	0

FY 2018 TIF Revenue Received: 0

AGENDA ITEM # G – 4

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

DATE:	November 5, 2018
AGENDA ITEM:	Resolution #11-5-2018D
ACTION:	Motion

SYNOPSIS: Staff has attached the letter of recommendation and official bid tabulation from OPN Architects. The resolution identifies Garling Construction as the lowest responsible bidder, with a total bid amount of \$7,059,000. To avoid confusion, the construction estimate for this portion of the project was \$7.8 million. The \$8.6 million total project cost also includes; architecture fees, interior fixtures and a construction contingency. City staff is expecting an additional \$500,000 to \$600,000 in construction/inspection expenses. Items already identified are: \$100,000 in security equipment, \$100,000 in weight equipment (allows us to buy as opposed to lease), and \$75,000 in additional inspection and testing services. Other items that could be considered are roof mounted solar panels, trail surfacing and other efficiency items in the building. Over the course of the next several weeks, staff will be making recommendations to the Council on items that will increase efficiencies in either operations or maintenance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #11-5-2018D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

RESOLUTION NO. #11-5-2018D

**RESOLUTION MAKING AWARD OF THE
CONSTRUCTION BID FOR
BUILDING AND SITE IMPROVEMENTS
FOR THE
LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the Lester Buresh Family Community Wellness Center, described in the plans and specifications, be and are hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Building and Site Improvements

Contractor: Garling

Amount of Bid: \$7,059,000

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements known as the LESTER BURESH FAMILY COMMUNITY WELLNESS CENTER, said contract not to be binding on the City until approved by this Council.

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

PASSED and ADOPTED this 5th day of November, 2018.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

October 31, 2018

Chris Nosbisch, City Administrator, City of Mount Vernon, 213 1st Street West, Mount Vernon, IA 52314

RE: Bid Recommendation for Lester Buresh Family Community Wellness Center (17401000)

Chris: We are pleased to report the results of bidding the construction of the new Wellness Center in Mount Vernon. On Tuesday, October 30, we received nine bids for the project. The low bidder on the project was Garling Construction of Belle Plaine and Cedar Rapids, Iowa for both base bid and total bid including all alternates. You can review the specifics of the bid results on the attached bid tab. Bids were below the cost opinion provided during design.

After review of the bids, we recommend that the City of Mount Vernon accept the following bid, including Alternates 1, 2, 3, and 4, as outlined below:

General Contract:

Garling Construction

Base Bid	\$ 6,854,000
Alternate 1 Skylight.....	\$ 60,000
Alternate 2 Tubular Skylights	\$ 85,000
Alternate 3 Paving North Plaza.....	\$ 28,000
Alternate 4 Paving East Patio	\$ 32,000

Total: \$ 7,059,000

We have reviewed the bid with Garling Construction and we recommend proceeding with their low bid.

Upon direction from the City Council, OPN will prepare a letter to proceed for Garling Construction and contracts between the City and the contractor.

Thank you for the opportunity to serve the City of Mount Vernon.

OPN ARCHITECTS, INC.



Justin Bishop, AIA
Principal

Attachments: Bid Tabulations

cc:

file

J. Motions for Approval

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

PAYROLL	CLAIMS	61,109.90
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	24,217.96
GROUP SERVICES	INSURANCE-ALL DEPTS	22,144.82
SPEER FINANCIAL INC	\$5 MIL BOND SERVICE	20,265.00
US BANK	CREDIT CARD PURCHASES	9,549.50
VEENSTRA & KIMM INC	STONEBRAKER DEV REVIEW	7,951.23
VEENSTRA & KIMM INC	BRYANT RD IMPROVEMENTS	5,623.37
VEENSTRA & KIMM INC	WWTP IMPROVEMENTS	5,560.00
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	4,333.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	4,141.98
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	4,027.50
DIESEL TURBO SERVICES INC	FRONT END REBUILD/F350-PW	3,202.73
EVER-GREEN LANDSCAPE NURSERY	TREES (10)-RUT	2,700.00
TREASURER STATE OF IOWA	WET TAX	1,991.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,715.37
VEENSTRA & KIMM INC	WOLFE LANE DRAINAGE	1,677.00
LINN CO-OP OIL CO	FUEL-PW	1,438.43
MUNICIPAL SUPPLY INC	SUPPLIES-WAT	1,417.58
ROTO-ROOTER	219 7TH AVENUE NW-SEW	1,210.00
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	1,080.04
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,050.50
RICKARD SIGN AND DESIGN CORP	VEHICLE MAINT-PD	1,023.75
TREASURER STATE OF IOWA	SALES TAX	992.00
HAWKEYE READY MIX	SAUTER TRAIL MAINT-P&REC	969.38
OVERHEAD DOOR CO	DOOR SPRINGS-RUT	936.50
VEENSTRA & KIMM INC	8TH AVE QUIET ZONE CONSULTATION	818.68
INTERNATIONAL CITY COUNTY MGMT	MEMBERSHIP RENEWAL-ALL DEPTS	780.90
WAPSI WASTE SERVICE	RECY-SW	706.61
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	690.00
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNAL	681.92
IMWCA	AUDIT PREMIUM ADJUSTMENT	543.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	516.62
IOWA SOLUTIONS INC	COMP MAINT-PD	437.50
AUDITOR OF STATE	AFR FILING FEE-P&A	425.00
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	419.40
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	373.45
JORDAN AXTELL	REFEREE-P&REC	355.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT,SEW	325.00
J.E.M. ELECTRIC	METER UPGRADES-ECON DEV	310.00
HEATHER FLYNN	MILEAGE-ALL DEPTS	303.02
CAMPBELL SUPPLY CEDAR RAPIDS	GLOVES,HARD HATS,EAR PLUGS	278.67
GLENN WOLFE	HVAC MAINT-CITY HALL-P&A	278.50
MEDIACOM	PHONE/INTERNET-PD	274.31
GALLS INC	UNIFORMS-PD	274.06
MEDIACOM	PHONE/INTERNET-P&A	272.35
CANINE TACTICAL LLC	K9/TRAINING-PD	262.00
BOBCAT OF CEDAR RAPIDS	SCREEN/BACK WINDOW PROTECTION	248.60
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	240.00
GALLS INC	UNIFORMS-PD	209.21
MOUNT VERNON BANK	NSF CHECK-WAT	206.35
MEDIACOM	PHONE/INTERNET-WWTP	185.84
OFFICE EXPRESS	CHAIR-P&A	179.95
MARSHA DEWELL	MILEAGE-ALL DEPTS	178.54
STATE OF IOWA	ELEVATOR PERMIT/INSPECTION-P&A	175.00
GALLS INC	EQUIPMENT-PD	161.98
SUE RIPKE	MILEAGE-P&A	161.11
GUNNAR HAGEMAN	REFEREE-P&REC	150.00

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

JAKE COON	REFEREE-P&REC	150.00
NOLAN HINRICHS	REFEREE-P&REC	150.00
TYLER PANOS	REFEREE-P&REC	150.00
PITNEY BOWES	POSTAGE METER LEASE-ALL DEPTS	146.61
US CELLULAR	CELL PHONE-P&REC,PW	141.85
IOWA SOLUTIONS INC	COMP MAINT-PD	123.10
MOUNT VERNON BANK	NSF CHECK-WAT	99.98
NEAL'S WATER CONDITIONING	WATER/SALT-RUT,P&A	91.05
ARNULTO GALVAN	REFEREE-P&REC	90.00
GARRET AKERS	REFEREE-P&REC	90.00
JASON BLINKS	UNIFORMS-PD	79.49
GALLS INC	UNIFORMS-PD	72.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
RACHEL MARCH	DEPOSIT REFUND-WAT	54.52
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-WAT,SEW	52.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	41.27
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	30.60
AAA PEST CONTROL	PEST CONTROL-P&A	30.00
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	28.00
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	26.01
MOORE MEDICAL CORP.	MEDICAL SUPPLIES-FD	16.53
MOUNT VERNON BANK	WIRE TRANSFER FEE	5.00
MV POLICE RESERVES	SPL EVENTS PAY-PD	4.50
TOTAL		203,543.62
GENERAL FUND		36,826.73
ROAD USE TAX FUND		16,825.90
INSURANCE LEVY		543.00
LOST III COMMUNITY CENTER		20,270.00
2014 STREET IMPROVEMENTS		1,500.60
WWTP UV DISINFECTION		5,560.00
WATER FUND		17,273.91
SEWER FUND		13,603.79
STORM WATER FUND		2,295.30
SOLID WATER FUND		27,734.49
PAYROLL		61,109.90
TOTAL		203,543.62

AGENDA ITEM # J – 2

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

DATE:	November 5, 2018
AGENDA ITEM:	Pay Application #3 – Sidewalk Program
ACTION:	Motion

SYNOPSIS: This pay application is for the retainage and final payment to JDM Concrete, LLC. The 30 day waiting period has lapsed and staff is recommending approval of releasing the \$1,447.73 in retained funds.

BUDGET ITEM: Sidewalks

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18



October 29, 2018

PAY ESTIMATE NO. 3 (final)
2017 SIDEWALK IMPROVEMENTS
MOUNT VERNON, IOWA

JDM Concrete LLC
1776 480th Street SW
Kalona, IA 52247

Contract Amount \$25,819.00
Contract Date November 9, 2017
Pay Period Jan. 1, 2018 - May 30, 2018

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Sidewalk, 4" PCC, Removal & Rep	SF	2,342	\$ 7.00	\$ 16,394.00	2,665.7	\$ 18,659.90
1.2	Sidewalk, 6" PCC, Removal & Rep	SF	1,110	\$ 7.50	\$ 8,325.00	1,229.3	\$ 9,219.75
1.3	Sidewalk Grinding	Ea.	44	\$ 25.00	\$ 1,100.00	43	\$ 1,075.00
					Contract Price:	\$ 25,819.00	\$ 28,954.65

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 25,819.00	\$ 28,954.65
Approved Change Order (list each)			
Revised Contract Price		\$ 25,819.00	\$ 28,954.65

		Stored	
		Total Earned	\$ 28,954.65
		Retainage (0%)	\$
		Total Earned Less Retainage	\$ 28,954.65
Total Previously Approved (list each)	Pay Estimate No. 1	\$ 25,671.52	
	Pay Estimate No. 2	\$ 1,835.40	

Percent Complete 100%

Total Previously Approved \$ 27,506.92
Amount Due This Request \$ 1,447.73

The amount \$1,447.73 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
JDM Concrete LLC

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: 
Name: Dave Schechinger
Title: Engineer
Date: October 29, 2018

Signature: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM # J – 3

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

DATE:	November 5, 2018
AGENDA ITEM:	Bryant Lift Station Pump
ACTION:	Motion

SYNOPSIS: One of the Bryant lift station pumps needs servicing. I have enclosed two quotes for the lift station pump as the repairs are only slightly less expensive than the replacement costs. Staff believes this pump was originally installed in 1999, and serviced in 2014. Given the small difference between the two quotes, staff is recommending the City move forward with the full replacement.

BUDGET ITEM: Sewer

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Quotes

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18



QUOTATION

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

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

www.electrump.com

QUOTE NUMBER: 0130101
QUOTE DATE: 10/24/2018
EXPIRE DATE: 7/19/2021

SALESPERSON: JOHN MILLER
CUSTOMER NO: 8958204
QUOTED BY: djh
3102.170-6029 SN 9950

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

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

CONFIRM TO:

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

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
WE ARE PLEASED TO OFFER YOU THE FOLLOWING PROPOSAL FOR A BLIND ESTIMATE FOR THE REPAIR OF YOUR 3102 PUMP.						
0000006931904	EACH	1.00	0.00	0.00	693.00	693.00
			KIT REPAIR BASIC			
0000004863408	EACH	1.00	0.00	0.00	672.00	672.00
			IMPELLER, MHT CODE: 267 CI			
0000004864700	EACH	1.00	0.00	0.00	625.00	625.00
			WHEEL, CUTTER HC			
0000004640001	EACH	1.00	0.00	0.00	1,380.00	1,380.00
			VOLUME, 1 1/2" NON-TIHD CI			
0000005086700	EACH	1.00	0.00	0.00	681.00	681.00
			RING, CUTTING SS			
/MISC	EACH	1.00	0.00	0.00	40.51	40.51
			MISC. SHOP SUPPLIES			
/ENVI	EACH	1.00	0.00	0.00	60.00	60.00
			OIL AND ENVIRONMENTAL CHARGE			
/PSSC	HOUR	6.00	0.00	0.00	120.00	720.00
			PUMP LABOR SEWAGE / SUBMERSIBLE			

ESTIMATED LEAD TIME ON PARTS IS 4-6 WEEKS ARO
THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT.
THANK YOU, DONNA HAMMEN
donna@electricpump.com

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

Net Order: 4,871.51
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 4,871.51

ABOVE PRICING EFFECTIVE FOR 30 DAYS



QUOTATION

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

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

www.electricpump.com

QUOTE NUMBER: 0130099
QUOTE DATE: 10/24/2018
EXPIRE DATE: 11/24/2018

SALESPERSON: JOHN MILLER
CUSTOMER NO: 8958204
QUOTED BY: JRF
JOYCE

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

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

CONFIRM TO:
SUE

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

CUSTOMER P.O. ALEX	SHIP VIA BESTWAY	F.O.B. ORIGIN	TERMS Net 30 Days			
ITLM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
REPLACEMENT FLYGT 3102.170-6029 WITH CURRENT MODEL:

0031021701100	EACH	1.00	0.00	0.00	5,505.00	5,505.00
1400000500110	EACH	1.00	0.00	0.00	255.00	255.00

MP267-1.5 5.4/230/1 30(6)-FLS FV
KIT,SINGLE PHASE 3102 5.4HP-230V
ESTIMATED LEAD TIME IS 12 WEEKS ARO.
THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT.
Electric Pump is committed to supplying you, our
customer, the highest quality products & service.
joyce@electricpump.com
THANK YOU, JOYCE FROHLWIN

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

Net Order:	5,760.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	5,760.00

ABOVE PRICING EFFECTIVE FOR 30 DAYS

AGENDA ITEM # J – 4

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

DATE:	November 5, 2018
AGENDA ITEM:	Special Inspections
ACTION:	Motion

SYNOPSIS: As I stated in a previous report, staff is recommending additional testing during the construction of the Lester Buresh Family Community Wellness Center project. Minimal testing of materials is a requirement of the general contractor during the construction process, however there is little independent oversight outside of my staff/OPN. I've had very good luck in past public projects utilizing independent firms to conduct specific materials testing and inspections. Braun Intertec is not subject to a completion deadline, nor do they have a stake in materials that may or may not be rejected on site. Staff believes \$75,745 (less than 1% of the entire project cost) is a rather small amount to ensure the construction integrity of the entire facility.

BUDGET ITEM: Comm/Wellness

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Proposal

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18



Braun Intertec Corporation
1901 16th Avenue SW, Suite 2
Cedar Rapids, IA 52404

Phone: 319.365.0961
Fax: 319.365.1306
Web: braunintertec.com

November 1, 2018

Proposal QTB088024

Chris Nosbisch
City of Mount Vernon
213 1st Street NW
Mount Vernon, IA 52314

Re: Proposal for Special Inspection and Materials Testing Services
Lester Buresh Family Community Wellness Center
1051 Palisades Rd SW
Mount Vernon, Iowa

Dear Mr. Nosbisch:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and materials testing services for the Lester Buresh Family Community Wellness Center project in Mount Vernon, Iowa.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With around 1,000 employee-owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase, which will provide professional continuity to the construction.

Our Understanding of Project

We understand this project consists of the construction of a two-story, approximately 71,250 SF, wellness center. The structure will be built on conventional frost depth strip/trench and spread footings and concrete foundation walls. The above-grade structure will include Concrete Masonry Unit (CMU) walls, steel framing and roofing, pre-cast floor planking, and composite slabs. Exterior improvements including parking lots, driveways, sidewalks, retaining walls, and utility work.

Available Information

This proposal was prepared using the following documents and information.

- Project plans prepared by OPN Architects, dated September 7, 2018.
- Project specifications prepared by OPN Architects, dated September 7, 2018.
- Geotechnical Evaluation Report prepared by Braun Intertec, dated October 24, 2017.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.

- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.
- Provide proof roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting pavement.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.
- Perform floor flatness and levelness testing.

Structural Masonry Related Services

- Observe the structural masonry construction on a periodic basis and the grouting operation on a full-time basis.
- Observe the preparation of grout and masonry block prism samples.
- Perform structural masonry grout and structural masonry unit testing.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections as well as the metal decking welds in the field.
- Observe and test the pre-cast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of any post-installed anchors.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips incurred.
- Full-time observations of fill placement will not be required.
- Wet unit weight testing of semi-lightweight concrete will not be required.
- In accordance with the project plans and specifications, the masonry construction will require inspections to be completed *every time* grout is placed.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- NDE testing for single pass and non-moment connection welds will not be required.
- Cold-formed metal framing will not require inspections.
- We assume floor flatness and floor levelness testing will be required as part of the testing program.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Alternate Building Enclosure Observations and Testing Scope of Services

Building Enclosure Observation and Testing Services are provided by the Braun Intertec Building Sciences Group based in Minneapolis, Minnesota. The Building Sciences Group is a team of Registered Architects, Professional Engineers and Field Technicians with certifications such as Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Certified EIFS Inspectors (CEI), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-Accredited Fenestration Testing Laboratory.

Our Enclosure Consulting Team is led by Principal Architect, Jack R. Rasmussen, NCARB, AIA, who provides technical oversight and quality review. The day-to-day scheduling of inspection services and project management is provided by our Field Services Supervisor, Matthew Anderson, RRO, REWO, CEI, CIT.

Building Enclosure Observations and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review prior to a minimum of 72 hours prior to our arrival on site.

- We require a minimum of 72 hours' notice for scheduling observations for a specific time. Shorter than 72 hours' notice may impact our ability to perform the requested services.
- Our Observation Daily Reports will document observations made at the time of each site visit and will be submitted within 48 hours. If deficiencies are observed, they will be discussed with the Contractor prior to departing the site.
- As deficiencies are observed and documented, it is the responsibility of others to make necessary correction(s) of the deficiencies. At subsequent visits, we will document corrected deficiencies if not covered or hidden from view. If hidden from view, we will note as such.
- Where Unit Rates are listed, it includes labor, materials and equipment unless otherwise noted.
- Re-inspection or additional testing due to nonconformance will be provided upon written request at the Unit Rates in the attached tabulation plus 10 percent for additional Project Management and Reporting time.

Roofing & Weather Barrier Services

- Review of the mock-up panel. We have included time for a full day on site to observe surface preparation, detailing and spray applied membrane application.
- Perform roofing and weather barrier observations on a periodic basis during the application of the materials.
- Wet mil thickness testing if on site during application.
- We have assumed four periodic observation site visits. We will observe roofing and weather barrier activities in process at time of site visit. Actual installation phasing and sequencing may modify the number of visits.

Window Testing according to AAMA 501.2

- Provide labor, materials, and equipment to complete the fenestration testing according to AAMA 501.2, *"Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems."*
- The AAMA 501.2 water spray test is utilized to test the installed non-operable fenestration for water tightness. A calibrated nozzle is used to delivery water spray at a uniform pressure while slowly wetting the surface of the fenestration system. The spray test focuses on the installed sealants and gaskets.
- Each test is comprised of a minimum 100-square foot representative section as outlined in the AAMA 501.2 standard.
- We have included four tests as specified (2 at 10% and 2 at 50%) on two site visits.

Window Testing Specific Assumptions

- We require a minimum of 2 week notice for scheduling window testing. This duration is also the minimum length of time required for sealant cure prior to testing.
- We will test windows before the interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.

- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed provided by the Contractor. If additional water supply provisions required, additional costs may be incurred.
- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.
- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the Contractor.
- Re-tests or additional testing due to nonconformance will be provided upon written request at the Unit Rates in the attached tabulation plus 10 percent for additional Project Management and Reporting time.

Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$46,071** for the Construction Materials Testing and **\$29,674** for the Alternate Building Enclosure Observation and Testing. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also,

ordering services from Braun Interotec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Interotec General Conditions, which provide additional terms and are a part of our agreement.

Sincerely,

BRAUN INTERTEC CORPORATION



Ben Butler, PE
Operations Supervisor



Timothy T. Wiles, PE
Principal

Attachments:
Cost Estimate
General Conditions – CMT (1/1/2018)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



The Science You Build On.

Cost Estimate

QTB088024

Lester Buresh Family Community Wellness Center

Client:

City of Mt. Vernon
Chris Nosbisch
213 First Street W
Mount Vernon, IA 52314
(319) 895-8742

Work Site Address:

1051 Palisades Rd SW
Mount Vernon, IA 52314

Service Description:

Construction Materials Testing, Special Inspections, Alternate Building Enclosure Observations & Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$10,225.00
206	Excavation Observations	9.00	Hour	70.00	\$630.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	9.00	Pours	1.00	9.00
207	Compaction Testing - Nuclear	105.00	Hour	55.00	\$5,775.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading	15.00	Trips	3.00	45.00
	Foundation Backfill	10.00	Trips	3.00	30.00
	Utility Backfill	5.00	Trips	3.00	15.00
	Retaining Wall Backfill	5.00	Trips	3.00	15.00
1308	Nuclear moisture-density meter charge, per hour	105.00	Each	10.00	\$1,050.00
211	Proofroll Observations	15.00	Hour	70.00	\$1,050.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Site Grading	5.00	Trips	3.00	15.00
1318	Standard Proctor Test(ASTM D 698)	4.00	Each	130.00	\$520.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	2.00	Each	100.00	\$200.00
1861	CMT Trip Charge	40.00	Each	25.00	\$1,000.00
Activity 1.2	Concrete Observations and Testing				\$17,871.00
260	Rebar Inspections	11.00	Hour	70.00	\$770.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	7.00	Trips	0.50	3.50
	Column Pads	2.00	Trips	0.50	1.00
	Foundation Walls	7.00	Trips	0.50	3.50
	Retaining Wall	6.00	Trips	0.50	3.00
261	Concrete Testing	129.00	Hour	55.00	\$7,095.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	7.00	Trips	3.00	21.00
	Column Pads	2.00	Trips	3.00	6.00
	Foundation Walls	7.00	Trips	3.00	21.00
	Slab On Grade	5.00	Trips	3.00	15.00
	Topping Slab	5.00	Trips	3.00	15.00
	Stoops	1.00	Trips	3.00	3.00
	Retaining Wall	6.00	Trips	3.00	18.00
	Site Paving	10.00	Trips	3.00	30.00
278	Concrete Cylinder Pick up	10.00	Hour	55.00	\$550.00

Cost Estimate

QTB088024

Lester Buresh Family Community Wellness Center

1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	344.00 Each	24.00	\$8,256.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings	14.00 Set	4.00	56.00
	Column Pads	4.00 Set	4.00	16.00
	Foundation Walls	14.00 Set	4.00	56.00
	Slab On Grade	10.00 Set	4.00	40.00
	Topping Slab	10.00 Set	4.00	40.00
	Stoops	2.00 Set	4.00	8.00
	Retaining Wall	12.00 Set	4.00	48.00
	Site Paving	20.00 Set	4.00	80.00
1861	CMT Trip Charge	48.00 Each	25.00	\$1,200.00
Activity 1.3	Masonry Observations and Testing			\$4,645.00
203	Masonry Observations	30.00 Hour	70.00	\$2,100.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Walls	10.00 Trips	3.00	30.00
1409	Compressive strength - Hollow block prisms (ASTM C 1314), per	9.00 Each	175.00	\$1,575.00
1412	Compressive strength of grout (ASTM C 1019), per specimen	9.00 Each	35.00	\$315.00
1407	Net area determination (ASTM C 140) , per specimen	9.00 Each	45.00	\$405.00
1861	CMT Trip Charge	10.00 Each	25.00	\$250.00
Activity 1.4	Structural Steel Observations			\$3,390.00
605	ICC Structural Steel Technician	36.00 Hour	90.00	\$3,240.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Welding, Framing, Bolting	6.00 Trips	6.00	36.00
1664	NDE Trip charge	6.00 Each	25.00	\$150.00
Activity 1.5	Floor Flatness Testing			\$2,800.00
294	Floor Flatness Testing	20.00 Hour	90.00	\$1,800.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	FF/FL Testing	5.00 Trips	4.00	20.00
1861	CMT Trip Charge	5.00 Each	25.00	\$125.00
1796	Concrete surface profiler (Dipstick) rental, per day	5.00 Each	175.00	\$875.00
Activity 1.6	Project Management			\$7,140.00
238	Project Assistant	20.00 Hour	65.00	\$1,300.00
226	Project Manager	44.00 Hour	120.00	\$5,280.00
128	Senior Engineer	4.00 Hour	140.00	\$560.00
Phase 1 Total:				\$46,071.00
Phase 2	Alternate Building Enclosure Observations and Testing			
Activity 2.1	Periodic Roof/Weather Barrier Observations			\$12,575.00
5501	Mock-up Observation	1.00 Each	1,300.00	\$1,300.00
5502	Periodic Roof/Weather Barrier Observation (Ea)	4.00 Each	950.00	\$3,800.00
1870	BLSC Mobilization Charge	5.00 Each	1,495.00	\$7,475.00
Activity 2.5	Curtain Wall Testing			\$9,770.00
5510	AAMA 501.2 Window Test (Ea)	4.00 Each	985.00	\$3,940.00
1870	BLSC Mobilization Charge	2.00 Each	2,915.00	\$5,830.00
Activity 2.6	Skylight Testing			\$4,885.00
5510	AAMA 501.2 Window Test (Ea)	2.00 Each	985.00	\$1,970.00
1870	BLSC Mobilization Charge	1.00 Each	2,915.00	\$2,915.00



The Science You Build On.

Cost Estimate

QTB088024

Lester Buresh Family Community Wellness Center

Activity 2.7				
	Project Management and Reporting			\$2,444.00
5515	Enclosure Observation and Testing Final Report (Ea)	1.00 Each	500.00	\$500.00
168	Project Assistant	4.00 Hour	76.00	\$304.00
170	Project Manager	2.00 Hour	126.00	\$252.00
171	Field Services Manager	6.00 Hour	166.00	\$996.00
155	Principal Architect	2.00 Hour	196.00	\$392.00
			Phase 2 Total:	\$29,674.00

Proposal Total:	\$75,745.00
------------------------	--------------------

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

AGENDA ITEM # J - 5

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

DATE:	November 5, 2018
AGENDA ITEM:	Set Public Hearing Date
ACTION:	Motion

SYNOPSIS: Robert and Gretchen Sutherland have requested the City vacate and sell the 16' alley right of way adjacent to their home at 824 Summit Ave. SW. The public hearing would be set for the next city council meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

L. Discussion Items (No Action)

AGENDA ITEM # L - 1

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

DATE:	November 5, 2018
AGENDA ITEM:	Demolition Ordinance
ACTION:	None

SYNOPSIS: I have enclosed the last version of the demolition ordinance that I have received. I will attempt to make or identify the changes that were discussed previously by the Council. I will continue to work with Guy Booth to get the changes that were discussed with him previously.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Proposed Ordinance

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

OFFICE OF
GUY P. BOOTH

ATTORNEY AT LAW
425 SECOND STREET S.E., SUITE 1010
CEDAR RAPIDS, IOWA 52401
(319) 366-7795 / FAX: (319) 366-4551
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AN ASSOCIATION OF SOLE PRACTITIONERS

GUY P. BOOTH
GARY J. SEEA
MICHAEL K. LAHAMMER
ZACHARY D. CROWDES
RAPHAEL SCHEETZ

MOUNT VERNON OFFICE:

224 FIRST STREET WEST
MOUNT VERNON, IA 52314
(319) 895-8150

March 21, 2017

Mr. Chris Nosbisch
City Administrator
City of Mount Vernon
CNosbisch@cityofmtvernon-ia.gov

RE: Revisions to proposed Demolition Ordinance

Dear Chris:

Enclosed is a copy of the changes that were discussed at the February 27 City Council work session.

I direct your attention to the proposed revisions as follows: In paragraph 1, a second paragraph has been added which defines that the demolition of a porch or of an addition to a building that was not part of the original foot print would be excluded from the requirement for a Demolition Permit.

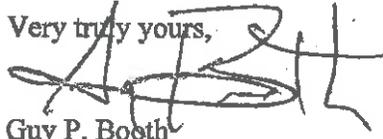
In paragraph 3, there is proposed additional language which offers a definition of "historically significant." This language appeared in several ordinances that have been adopted by other cities. This language is in addition to the reference to the US Secretary of Interior standards. There is also an additional statement in paragraph 3 that adopts the purpose and intent for historic preservation as set forth in Chapter 24.01 of the Code of Ordinances. I have included this by reference, rather than setting the entire language of 24.01 out for a second time. I believe Marty is looking for this language.

As you point out, this ordinance fits within the area of the ordinances that relates to the requirement for a building permit. This is not an historic preservation ordinance, except for recognition of maintaining the character of our town.

These proposed revisions are attempts to address the input of council members at the last meeting. It is important to remember that Chapter 24.01 of our ordinances, as well as the language of our comprehensive plan, both seek to preserve historic Mount Vernon.

Hopefully this language eliminates procedural confusion, for both the person requesting a demolition permit, as well as the people who may have a desire to see if there are alternatives to demolition. We look forward to continuing this discussion on March 27.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Guy P. Booth', written over the closing text.

Guy P. Booth

GPB/jcb

Encl.

ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF MOUNT VERNON, IOWA, BY ADDING PROVISIONS
PERTAINING TO PROCEDURES FOR DEMOLITION REVIEW**

Be it enacted by the City Council of the City of Mount Vernon, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Mount Vernon, Iowa, is amended by adding a new Section in Chapter __, numbered __, entitled "Demolition Permits", which is hereby adopted to read as follows:

- (1) Demolition Permit Required. No building that is fifty (50) years old or older can be demolished without a permit. No permit for the demolition of a building which is fifty years old or older shall be issued other than in conformity with the provisions of this ordinance, as well as in conformity with the provisions of other laws and ordinances applicable to historic preservation and to the demolition of buildings. An application for demolition shall be made only by the person, partnership, corporation or realty trust which is the deed holder thereof at the time of such application.

Except for structures in established historic districts of the City, this ordinance does not apply to the demolition of existing porches or additions to buildings that are not part of the original foot print of the building or structure.

- (2) Application for Permit. An application for demolition shall be made only by the legal deed holder thereof at the time of such application. The application must be made on a form provided by the Historic Preservation Commission.

No permit for demolition of a building determined to be a historically significant building under this ordinance shall be granted until plans for use or development of the site after demolition have been filed with the Zoning Administrator and found to comply with all laws pertaining to the issuance of a building permit. All approvals necessary for the issuance of such a building permit or certificate of occupancy including without limitation any necessary zoning variances or special permits, must be granted and all appeals from the granting of such approvals must be concluded, prior to the issuance of a demolition permit under this section.

- (3) Fourteen Day Wait. The Zoning Administrator shall forward a copy of each application for a demolition permit to the Historic Conservation Commission (Commission) for determination whether the building which is the subject of such application is a historically significant building. A fourteen (14) day wait period shall commence on the date following the date the Commission receives the application for a demolition permit from the Zoning Administrator. Demolition is prohibited during the fourteen day wait period.

Historically significant includes, but is not limited to a structure or building which:

- A. Embodies the distinctive characteristics of a type, period or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction; or
- B. Has yielded, or may be likely to yield information important to pre-history or history; or
- C. Is associated with events that have made a significant contribution to the broad patterns of our history; or
- D. Is associated with the lives of persons significant in our past.

The purpose and intent of this ordinance is set forth in Chapter 24.01 of the Mount Vernon, Iowa Code of Ordinances.

- (4) Initial Review and Determination. The Historic Preservation Commission shall review the application for demolition at a public meeting of the Commission within the fourteen (14) day wait period. The Commission shall make an initial determination whether the building is a historically significant building using the standards set forth in the then current US Secretary of Interior standards for historic preservation, and further, upon criteria which would be unique to the historic nature of the City of Mount Vernon. The Commission shall make written findings supporting the grant or denial of the permit.

If during the fourteen (14) day wait period, the Commission makes an initial determination that the building which is the subject of the application for demolition is, or may be a historically significant building whose loss would be detrimental to the historical or architectural heritage or resources of the City, such building shall be considered a historically significant building. The Zoning Administrator shall be so advised, and no demolition permit or building permit for new construction shall be issued unless and until a final determination has been made that the building is not a historically significant building or an exception applies. If the Commission makes the determination that the building is not a historically significant building the Administrator shall be advised and the permit will be issued provided all other applicable building regulations have been met.

- (5) Final Determination. After an initial determination by the Commission that any building which is the subject of an application is a historically significant building, it shall so advise the applicant who submitted the application and the Zoning Administrator, and a sixty (60) day demolition review period will be imposed. The sixty (60) day demolition review period starts on the date the

applicant who submitted the application and the Zoning Administrator are notified of the decision of the Commission.

The Commission shall hold a public hearing prior to making the determination that any building is a historically significant building. The Commission shall publish notice pursuant to Iowa Code Section __ that an initial determination has been that the building is a historically significant building. A sign shall also be posted on the subject property notifying the general public of the pending application for demolition. No demolition permit or building permit for new construction or alterations on the premises shall be issued after the date of a determination that a building is a historically significant building except as may be provided for in subsection ___ of this section.

During the sixty (60) day demolition review period, the Commission shall review all construction, demolition, or alteration that affects the exterior architectural features, including the landscape of the property.

The Commission will work with the applicant to have a historic survey done on the property, if necessary, and to determine if any of the following option or alternatives to demolition are feasible:

- A. The building can be considered for landmark designation.
- B. Rehabilitation the building with the assistance of State or Federal tax incentives or other private financial assistance.
- C. Adapting the building to a new use.
- D. Finding a new owner who is interested in preserving/rehabilitating the building.
- E. Incorporating the building into the owner/applicant's redevelopment plans.
- F. Assisting in finding a different location for the owner's redevelopment.
- G. Moving the building to an alternative location.
- H. Salvaging building materials if the structure is to be demolished.
- I. Documenting the building prior to the issuance of a demolition permit.

The Commission shall make findings in writing. Upon completion of the review, the Commission will advise the applicant and Zoning Administrator in writing whether a demolition permit can be issued.

- (6) Exceptions. Exceptions from the demolition review process will be afforded if an economic hardship can be demonstrated or a structure is considered an imminent threat to the health and/or safety of the public. The burden of proof that an economic hardship exists is the applicant's responsibility. The Zoning Administrator will forward a copy of the application to the Historic Preservation Commission for a hardship exemption, along with the applicant's request for exemption from the demolition review process. The Historic Preservation Commission shall review the request for exemption, and shall respond to said application at its earliest convenience, but not more than fourteen (14) business days after receipt of the application by the Commission. Criteria for determination of an economic hardship include:
- A. The basis to establish economic hardship for an income producing property, including commercial uses or rental units, shall be that a reasonable rate of return cannot be obtained from a property that retains its historic features or structures in either its present condition or if its features or structures are rehabilitated. A reasonable rate of return is Prime plus __%.
 - B. Economic hardship in regard to a non-income producing property shall be found when the property owner demonstrates that the property has no beneficial use as a single-family dwelling or for an institutional, religious or governmental not-for-profit use in its present condition or if rehabilitated.
 - C. Demonstration of an economic hardship shall not be based on or include any of the following circumstances:
 - 1. Willful or negligent acts by the owner.
 - 2. Purchase of the property for substantially more than market value.
 - 3. Failure to perform normal maintenance and repairs.
 - 4. Failure to diligently solicit and retain tenants.
 - 5. Failure to provide normal tenant improvements.
 - D. If the Zoning Administrator has not received a decision from the Commission on the request for exemption within the fourteen (14) business day wait period, then the Zoning Administrator shall notify the Chairperson and Secretary of the Commission that a demolition permit will be issued seven (7) days after the date that this notice has been provided to the Chairperson and Secretary, unless prior to the expiration of seven (7) days, the Commission issues a written decision on the application for a hardship exemption for the demolition permit.

VIOLETIONS AND PENALTIES.

- A. Any person, firm or corporation violating or failing to comply with, or violating any terms or provisions of this chapter shall be subject to the penalty provisions of the ordinances of the City of Mount Vernon, Iowa.
- B. Failure to comply with the application process or failure to have a demolition permit pursuant to this Ordinance constitutes irreparable harm warranting injunctive relief to stop the demolition of any potentially historically significant building.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

First reading on the ____ day of _____, 2013.

Second reading on the ____ day of _____, 2013.

Third and final passage on the ____ day of _____, 2013.

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM # L – 2

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

DATE: November 5, 2018

AGENDA ITEM: Possible Budget/CIP

ACTION: None

SYNOPSIS: This will remain a placeholder on the agenda for the next few meetings. Staff is working on our final amendments for the capital improvements plan. At this meeting, staff will be seeking additional input from the City Council regarding future goals. Initial CIP documents will be handed out to the Council on Monday, and is slated for initial discussion during the November 19, 2018 meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Quotes

PREPARED BY: Chris Nosbisch

DATE PREPARED: 11/1/18

M. Reports Mayor/Council/Admin.

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

- City offices will be closed on Monday, November 12, 2018 in observance of Veteran's Day.
- I will be out of the office for part of the day Thursday, November 8 and all of Friday, November 9 for appointments. I will be available by phone and email while I am away from the office (with the exception of a few hours on Thursday afternoon).
- A delegation from the City of Decorah will be meeting with local representatives on Thursday, November 8, 2018.
- CDG will be hosting a by-pass study update at the 1st Street Community Building on Tuesday, November 13, 2018. The presentation will begin at 5 p.m., and you are encouraged to contact Joe Jennison if you plan to attend.