

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:	September 7, 2016 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	September 2, 2016

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

A. Call to Order

B. Agenda Additions/Agenda Approval

C. Communications:

1. Unscheduled
2. Notice of Vacancy – Historic Preservation Commission (two members)

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 – August 15, 2016 Regular Council Meeting
2. Approval of Liquor License – Bon Appetit at Cornell College
3. Approval of Liquor License – CDG (Chili Cook-Off)
4. Appoint Kirk Wischmeyer – Library Board of Trustees

E. Public Hearing

1. None

F. Ordinance Approval/Amendment

1. An Ordinance to adopt Chapter 48 Social Host of the City of Mt. Vernon Municipal Code
 - i. Motion to approve second reading and proceed with third and final reading/or suspend rules and proceed to final reading (*Tabled August 15, 2016, will need a motion to remove from table before discussion*)

G. Resolutions for Approval

1. Resolution Accepting the 2016 Gary's Foods Access Reconstruction as Substantially Complete and Preparing to Release the Project Retainage
2. Resolution Approving the FY 2015-2016 City Street Financial Report
3. Resolution Granting an Electric Line Easement to ITC Midwest LLC
4. Resolution Disposing of City Owned Property

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 Public Library Director's Annual Salary – Council Action as Needed
3. Discussion and Consideration of Making the CDG Director a City of Mt. Vernon Employment Position – Council Action as Needed
4. Discussion and Consideration of Pay Application #1 – 2016 Gary's Foods Access Reconstruction – Council Action as Needed
5. Discussion and Consideration of the City of Mt. Vernon's Employee Return to Work Policy – Council Action as Needed
6. Discussion and Consideration of Funding Request – Dean Travers – Council Action as Needed
7. Discussion and Consideration of a Local Minimum Wage Task Force – Council Action as Needed
8. Discussion and Consideration of Mt. Vernon Area Arts Council – Temporary Painting – Council Action as Needed

K. Reports to be Received/Filed

1. Mt. Vernon Annual Library Report
2. Street Closure Notification

L. Discussion Items (No Action)

1. Street Condition/Capital Plan – V&K Engineering
2. Storm Water Review – V&K Engineering

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 August 15th, 2016 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Wieseler, Christensen, and Rose. Absent Tuerler.

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

Agenda Additions/Agenda Motion to approve Agenda made by Wieseler seconded by Rose. Carried all. Absent: Tuerler

Communications

Recognition of Eagle Scout Projects: Matt Siders wanted to thank the Eagle Scouts and special mention to Justin Clark a Lisbon resident who put a hand rail at the Nancy Doreen Huffman Dog Park. The dog park has an incline and the rail will help in the winter time when entering and exiting. Second recognition is to Chris Banwart who completed 5 picnic tables for the parks. Matt is working with the Eagle Scouts on future projects.

Consent Agenda

Approval of City Council Minutes – August 1, 2016 Regular Council Meeting. Motion to approve Council Meeting Minutes by Rose, seconded by Christensen. Carried all. Absent: Tuerler.

Ordinance Approval/Amendment

An Ordinance to adopt Chapter 48 Social Host of the City of Mt. Vernon Municipal Code. Motion to approve second reading and proceed with third and final reading/or suspend rules and proceed to final reading. City Administrator Chris Nosbisch stated they had several emails from some residents who feel like this ordinance is moving too fast. Nosbisch stated that if Council feel like this is moving too fast, he would suggest tabling until more information can be exchanged. Nosbisch stated there have been a lot of concerns from landlords who feel this would make them liable or responsible and they would like more discussion/information. Mayor Hampton stated that there was no reason to hurry this through even though he knows there is support. He invited Bob Hatala to attend the meeting in order to address any questions on the legal aspect of it, as well as Chief Doug Shannon. Mayor Hampton asked Council if they need more time with more information or are they wanting to move forward. Roudabush stated that with Cornell starting soon there is an urgency to get this passed. Roudabush stated that when you are a landlord you do have to take on the responsibility for your property. Roudabush stated the landlords concerns of getting into trouble would not happen if they make the effort to address the concerns. You will avoid the fines if you work to solve the problem and work with Police to resolve the issues and then there would be no penalties. Roudabush said the landlords that are not here do not have a property manager are responsible to get one or manage their properties. He does not see the need to delay moving forward. Wieseler asked Chief Shannon if he felt like he made all efforts to contact the landlords. Chief Shannon stated that he has sent certified letters, emailed, held meetings, and made every effort to contact the landlords with only a few responses from over 80 landlords. Christensen asked the City attorney if the landlords would be fined as the law is currently written. Hatala stated that there is, knowing the requirement. Hatala stated he has checked around with other Cities if they use a social host ordinance, in which they stated they have no similar ordinance that holds the landlords responsible, but the renter. Hatala said he has not found any solid evidence that this language has been used. Christensen asked if the way it is written would the landlords then be responsible and could the law be used against the landlord. Hatala said if they have knowledge, yes. If you could prove they had actual knowledge then you have a good chance this law could

be enforced. Christensen asked if notified is the landlord then knowing it is occurring do they have enough to have the tenant evicted. Hatala stated the Mount Vernon has a disruptive house ordinance that in that case the landlord can be charged for having a disorderly house. Christensen asked if the disorderly house ordinance could be used against the landlord. Hatala stated it's a simple misdemeanor but he could change it to a municipal infraction as well. Christensen asked if this was used in Mount Vernon. Chief Shannon stated they have never used it against a landlord, but have used it in the manor against the people present if it's a meeting ground and anyone who is there, would be charged with a simple misdemeanor and a charge of \$65 plus costs from there. He stated that he would need to see if there is availability to apply to someone who is not there or a landlord. Hatala stated that according to the code that the house that is considered a wrongful drinking establishment is charged to the keepers and inmates, he is not sure who keepers refer to; owner or renter. Hatala said that anyone who is guilty of keeping or connected with or knowingly owns will be charged with a simple misdemeanor. Hatala stated again he could change that wording to a municipal infraction. Mayor Hampton stated that everyone understands this is an emotional subject, but there is a process that needs to be followed. Christensen requested to have the item tabled. Hatala stated that a "party house" with adults over 21 then the current ordinance does not apply. A roll call was taken to table the item. Roll call vote: Ayes: Christensen, Rose. Nays: Roudabush, Wieseler. Roll call vote tied. Roudabush stated that they are not going after the landlords but instead informing them of the issue so they can act on the issue. He stated that the landlords that do not take action should get fined. A resident asked to speak and stated that this is a safety concern and he did not feel safe living across from a party home with a lot of traffic and parties going on and a break in from a neighboring home. It's a safety issue for him and his family. Another resident asked the City Attorney what is the expectation of the landlord and is the fine minimal? Hatala said there are a list of steps that were to be taken, but the question of putting in the lease is not known. Tenants' rights do exist and a lease is a transfer of the residents and landlords must give a 24 hour notice but if the landlord follows the steps to clear up the issue then a fine would not apply. The resident asked if this would affect if landlords would invest in the City and so clarification would be good so that would not happen. City Administrator Nosbisch stated one of the nicest parts of the municipal infraction not having a dollar amount it gives the judge the decision on the amount to apply depending on the infraction. Nosbisch stated that if the landlord is willing to cooperate with the Police then you will not be fined. If you are not willing to work with the Police then you will be fined. Nosbisch stated that the City would have to define an absent landlord, but if you can prove to a judge that you are attempting to rectify the situation then the penalty would probably not be enforced. He stated that there is an opportunity for both sides to be heard in a nonpartisan manner. Rose stated that Council wants to be able to serve the community and make sure everyone has the nicest, safest, and respectful community we can all live in, but if this code is the best way in going about doing it. Criminalizing behavior for those who do not live there and wonders if a rental code or taking advantage of the disorderly house code is the better option. Rose stated that reasonable questions have been raised and that is why he feels it should be tabled after more discussion and information is taken. Rose asked Chief Shannon if our code aside from adding illegal substances is fundamentally different than the Linn County Social Host Code. Shannon stated- not significantly from the County Ordinance and we go back to what is knowledge and proving specific knowledge and what point can we say a landlord has knowledge this is happening on their property. That is where the County Code has failed. They would have to have specific knowledge. Mayor Hampton stated that he does not feel that there is enough information at this time to move forward and gave Council the choice to not pass, pass or tabling the issue and Council should reconsider tabling the issue when more information is obtained. Nosbisch stated that if they decide to go to vote and it does fail then there is a time frame before this ordinance could be brought back forward. A motion was made again to table the vote until the next Council meeting on September 7th, 2016 made by Wieseler who voted against in the last roll call, seconded by Rose. Roll call vote. Motion carries. Absent: Tuerler.

Resolutions for Approval

Resolution Accepting the 2015 Street Improvements as Substantially Complete and Preparing to Release the Project Retainage. Motion to approve resolution was made by Wieseler, seconded by Rose. Roll call vote. Motion carries. Absent: Tuerler.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion to approve made by Rose, seconded by Christensen. Motion carries. Absent: Tuerler.

AERO RENTAL, INC	64' BOOM LIFT RENTAL-RUT	1,056.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	28.76
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	3,224.64
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	3,171.05
ALLIANT IES UTILITIES	ENERGY USAGE-POOL	3,065.51
ALLIANT IES UTILITIES	ENERGY USAGE-P&A	952.44
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	417.00
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	408.00
ALLIANT IES UTILITIES	ENERGY USAGE-FD	275.39
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	257.67
ALLIANT IES UTILITIES	ENERGY USAGE-KMVL	77.52
ALLIANT IES UTILITIES	ENERGY USAGE-PD	74.15
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	72.30
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	72.20
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	39.70
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	21.19
ALLIANT IES UTILITIES	ENERGY USAGE-CEM	16.97
AMERICAN PLANNING ASSOC	MEMBERSHIP-P&A	519.00
ARCH CHEMICALS INC	CHLORINE-POOL	1,853.00
BELOU QUIMBY	INTERN-MVHPC	360.00
BROWN PLUMBING COMPANY	WATER HEATER-P&REC	288.90
CAREPRO PHARMACY	SUPPLIES-POOL	128.36
CARPET ONE	FLOOR TILE-P&A	597.79
CARQUEST OF LISBON	VEHICLE MAINT- PW	65.27
CARQUEST OF LISBON	VEHICLE MAINT-FD	56.63
CENTURY LINK	PHONE CHGS-PD	36.95
CLIFTON LARSON ALLEN	FY16 AUDITOR FEES-P&A	2,200.00
CORNELL COLLEGE	SELF DEFENSE MANUALS-PD	37.10
CR/LC SOLID WASTE AGENCY	DELIVERED TRASH-RUT	218.00
DAN'S TIRES & MORE	TIRES-PD	278.18
ECICOG	ZONING ORDINANCE UPDATE-P&A	332.00
ELECTRIC PUMP	SLUDGE WASTE PUMP-SEW	9,224.30
FOX APPARATUS REPAIR & MAINT	#214 MAINT-FD	238.21
GARY'S FOODS	CONC STAND-POOL	1,143.97
GARY'S FOODS	CONC STAND-POOL	81.09
GOODLOVE, NATHAN	FIRE CHIEF PAY-FD	416.67
HAWKEYE READY MIX	ALLEY ENTRANCE-RUT	147.25
HAWKEYE READY MIX	SIDEWALK REPAIR-RUT	157.11
IACMA	MEMBERSHIP-P&A	150.00
INTOXIMETERS	EQUIP MAINT-PD	510.00
IOWA ONE CALL	LOCATES-WAT,SEW	52.20
IOWA POLICE CHIEFS ASSOCIATION	TRAINING-PD	125.00
IOWA PRISON INDUSTRIES	POST BASES-RUT	430.10
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	350.00
IOWA SOLUTIONS INC	TABLETS/COMPUTER MAINT-PD,PW	1,228.50
KATEY FOREST	AUGUST THEME NIGHT-POOL	30.97

KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	390.46
MARIN DETTWEILER	INTERN-MVHPC	360.00
MORGAN MEHLERT	MILEAGE-PD	488.16
MOUNT VERNON ACE HARDWARE	SUPPLIES-FD	24.66
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC,POOL	105.00
OFFICE EXPRESS	SUPPLIES-P&REC,P&A	526.96
PACE SUPPLY	SUPPLIES-P&REC	1.25
PAYROLL	CLAIMS	76,333.60
PITNEY BOWES	POSTAGE METER RENTAL-ALL DEPTS	141.00
POOL TECH INC	CHEMICALS-POOL	24.00
RICKARD SIGN AND DESIGN CORP	REFLECTIVE MATERIAL-PD	630.00
ROTO-ROOTER	CLEAN LIFT STATION-SEW	375.00
SAM'S CLUB #8162	SUPPLIES-POOL	446.08
SHERWIN WILLIAMS CO.	HOSE-RUT	31.10
STAR EQUIPMENT LTD	EQUIP REPAIR-RUT	29.50
STAR EQUIPMENT LTD	CONCRETE GRINDER RENTAL-RUT	100.00
STATE HYGIENIC LAB	TESTING-SEW	1,897.50
SUSAN SEE	TEACHING/AQUACISE-OPOOL	125.00
TEMP VENDOR	BOOM TRUCK INSPECTION-RUT	370.48
TEMP VENDOR	EDUCATION-MVHPC	50.00
US CELLULAR	CELL PHONE-PD	116.17
USA BLUE BOOK	TESTING-SEW	499.19
WENDLING QUARRIES	BALLFIELD LIME-P&REC	573.96
WEX BANK	FUEL-PD,WAT,SEW	1,031.63
	TOTAL	119,157.74

Discussion and Consideration of Rescheduling the September 5, 2016 Council Date – Council Action as Needed. Motion to move meeting to September 7, 2016 at 6:30 p.m. made by Wieseler, seconded by Christensen. Motion carries. Absent: Tuerler.

Discussion and Consideration of Change Order #6 – 2015 Street Improvements – Council Action as Needed. Motion to Approve made by Christensen, seconded by Rose. Motion carries. Absent: Tuerler.

Discussion and Consideration of Pay Application #7 – 2015 Street Improvements – Council Action as Needed. Motion to Approve made by Christensen, seconded by Wieseler. Motion carries. Absent: Tuerler

Discussion and Consideration of the City of Mt. Vernon's Application for Traffic Safety Funds – Intersection of 5th Ave. SW and 1st Street W – Council Action as Needed. Motion to approve made by Christensen, seconded by Rose. Motion carries. Absent: Tuerler.

Discussion and Consideration of City Hall Cleaning Services Contract – Council Action as Needed. Motion to approve Diligent Clean Bid for Cleaning Services Contract made by Rose, seconded by Wieseler. Carried all. Motion carries. Absent: Tuerler.

Reports to be Received/Filed

Mt. Vernon Police Report. Chief Shannon stated that he sent out an email that the lifesaving awards for Craig Smith and Steve Neal will be made at the Iowa State Fair. Chief Shannon wants to remind everyone that school is starting soon so watch driving through town and be aware that there will be a lot of kids walking to school soon.

Mt. Vernon Parks and Recreation Report. Matt Siders stated that the State provided signs that will go in the parks that prohibit smoking in the parks. Gas bill for heating the pool was received and will run around \$475 a month to keep the pool heated.

Mt. Vernon Public Works Report. Nick Nissen wanted to thank his public works crew for working in the very hot weather and getting the tree trimming done along Highway 1 in three days.

Reports of Mayor/Council/Administrator

Mayor's Report. Mayor Hampton wanted to remind everyone that political signs are not to be placed in the ROW and to place in your yard.

City Administrator's Report. City Administrator Chris Nosbisch stated that he and Matt Siders will be touring some community centers. Linn County Board of Supervisors will be meeting on the 18th to discuss dispatch fees and minimum wage. Nosbisch stated he put two documents in the Council Meeting Packets for discussion at the next meeting. V & K will discuss the storm water issues around town and also discuss the street evaluation plan according to the CIP. There will also be opportunity to discuss the sidewalk plan. Nosbisch stated that the Mayor received an award from Drexel University for the City of Mount Vernon making gender balance on our boards a priority. Mention was made of a position open on the Library Board and Board of Adjustment. Roudabush wanted to add that a storm water/water shed plan needs to be made and calculations done of the area around the school if the bond passes. The water shed will increase dramatically in the school and lower part of the Stonebrook area. Nosbisch stated that is part of what they will be looking at as part of the process. Christensen asked if more progress was made on finding a map of the City alleys. Nosbisch said the City Engineers did provide a map but more review of the map needs to be done before he can present anything on it and bring it to discussion along with the City sidewalks.

Adjournment: As there was no further business to attend to the meeting adjourned, the time being 7:52 p.m., August 15, 2016.

Respectfully submitted,
Meridith Hoffman
Administrative Assistant

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Friday, August 12, 2016 2:34 AM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: [POSSIBLE SPAM] Liquor License Pending Dram Shop

The following licensees have completed a renewal application and are awaiting dram certification:

License #	License Status	Business Name
LC0041205	Pending Dram Shop	Bon Appetit at Cornell College (600 First Street (all buildings) Mount Verr 52314)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the process or application status toll-free at 866.IowaABD (866.469.2223) (select option 1), locally at 515.281. option 1).

For assistance by email contact Licensing@IowaABD.com

Marsha Dewell

From: Licensing@IowaABD.com
Sent: Tuesday, August 30, 2016 7:52 PM
To: Marsha Dewell
Cc: Licensing@IowaABD.com
Subject: [POSSIBLE SPAM] Liquor License Pending Dram Shop

The following licensees have completed a renewal application and are awaiting dram certification:

License #	License Status	Business Name
	Pending Dram Shop	CDG (PO Box 95 Mount Vernon Iowa, 52314)

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

CITY OF MOUNT VERNON
INTEREST FORM

I would like to express my interest to serve on the LIBRARY BOARD OF TRUSTEES
board/commission/committee. I understand that this is solely a discretionary mayoral
appointment to that board/commission/committee and the City Council (Mark the appropriate)
 IS or IS NOT required to take action on such appointment.

NAME KIRK WISCHMEYER
ADDRESS 1420-6TH ST SW MV
PHONE 319-389-8620
EMAIL kirkwischmeyer@hotmail.com

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

As a resident of MV for over 10 years, our family has been frequent visitors to the library. My wife and I, along with our 3 daughters,

Please return the completed form to Mount Vernon City Hall.

(ages 13, 10, & 7) love to read, so we have benefited from the wide range of programs and services that the library has to offer. It would be a privilege to serve on this Board and help them continue with their mission.

F. Ordinance Approval/Amendment

1. The City Council shall have the authority to approve, amend, or repeal any ordinance that is subject to the approval of the City Council.

AGENDA ITEM # F – 1

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

DATE:	September 7, 2016
AGENDA ITEM:	Ordinance – Social Host
ACTION:	None

SYNOPSIS: Staff has requested some language clarifications from the City Attorney. Should we receive this information before the meeting, Doug will be able to address the Council on the possibility of removing the “landlord” language. If the clarification is not received prior to the meeting, staff would recommend leaving this item tabled. If the Council chooses to further discuss this item at the meeting, they will need to a motion to remove it from the table prior to the open discussion.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

G. Resolutions for Approval

AGENDA ITEM # G – 1

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

DATE:	September 7, 2016
AGENDA ITEM:	Resolution – Gary’s Foods
ACTION:	None

SYNOPSIS: The project is now complete and the first pay application has been submitted by Borst Brothers Construction. Passing this resolution will allow the City to expedite the acceptance of the project and the release of retainage monies. The total project cost was \$33,447.50 and the retainage amount is \$1,715.81.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

RESOLUTION #

**RESOLUTION ACCEPTING WORK FOR THE PROJECT KNOWN AS THE
2016 GARYS FOODS ACCESS RECONSTRUCTION
WITH
BORST BROTHERS CONSTRUCTION**

WHEREAS, on July 5, 2016 the City of Mt. Vernon entered into a contract with Borst Brothers Construction for construction of a driveway access reconstruction, and

WHEREAS, said contractor has fully completed the construction of said improvements, known as 2016 Gary's Foods Access Reconstruction, in accordance with the terms and conditions of the said contract and plans and specifications, as shown by the Engineer's report, and

WHEREAS, the contractor has completed all delivery and payment has been received.

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

Section 1. That letter recommending approval of said improvements from the V&K Engineering firm is hereby accepted as having been fully completed in accordance with said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$33,447.50.

NOW, THEREFORE BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: That said retainage of \$1,715.81 be released to Borst Brothers Construction as shown in the attached pay application.

PASSED and ADOPTED this __ day of September, 2016.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk



VEENSTRA & KIMM, INC.

860 22nd Avenue - Suite 4 • Coralville, Iowa 52241-1565

319-466-1000 • 319-466-1008(FAX) • 888-241-8001(WATS)

September 1, 2016

Chris Nosbisch
City Administrator
City of Mount Vernon
213 First Street West
Mount Vernon, Iowa 52314

MOUNT VERNON, IOWA
2016 GARYS FOODS ACCESS RECONSTRUCTION
CERTIFICATE OF COMPLETION

Enclosed are two copies of the Certificate of Completion for the project. The final contract price is \$33,401.78. The certificate should be executed by the Mayor after the City Council has approved acceptance of the project.

Please sign both copies of the Certificate of Completion. Forward one copy to our office and keep the other copy for your files.

Partial Payment Estimate No. 2 (final) in the amount of the retainage will be submitted to the City after 31 days has elapsed from the date of acceptance of the project by the City and Borst Brothers Construction has submitted the necessary final documentation.

Should you have any questions or comments concerning the enclosed information, please contact us at 319-466-1000.

VEENSTRA & KIMM, INC.

Daniel J. Boggs, P.E.
DRS:mmc
5131-042
Enclosure

CERTIFICATE OF COMPLETION

**2016 GARY'S FOODS, HIGHWAY 1 ACCESS
MOUNT VERNON, IOWA**

September 1, 2016

We hereby certify that we have made an on-site review of the completed construction of the **2016 GARY'S FOODS HIGHWAY 1 ACCESS** under the Contract as performed by Ricklefs Excavating, Ltd. of Anamosa, Iowa.

As Engineers for the project it is our opinion that the work performed is in substantial accordance with the plans and specifications, and that the final amount of the contract is Thirty-Three Thousand Four Hundred One and 78/100 Dollars (\$33,401.78).

VEENSTRA & KIMM, INC.

Accepted: **CITY OF MOUNT VERNON, IOWA**

By 

By _____

Title: Project Engineer

Title: Mayor

Date September 1, 2016

Date _____

AGENDA ITEM # G -- 2

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

DATE:	September 7, 2016
AGENDA ITEM:	Resolution – City Street Financial Report
ACTION:	None

SYNOPSIS: The annual city street financial report is required by the Iowa DOT. Page 2 contains the revenues and expenses as it relates to streets within the City. The City of Mt. Vernon received \$556,848.15 in Road Use Tax funds for the FY 15-16 budget year (shown on page 9) and roughly \$629,200 from other revenue sources (shown on page 3). Page 4 contains a breakdown of the streets borrowing and the remaining principal for those bonds.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Finance Director/City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

RESOLUTION #

A Resolution approving the Department of Transportation Street Finance Report for FY2016.

Motion made by _____, seconded by _____ to _____

Resolution #

Resolution # _____ on September 7, 2016, 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

City Street Financial Report

8/25/2016 2:11 PM
Fiscal Year
2016
1 of 9

City Name
MOUNT VERNON

Cover Sheet

Now therefore let it be resolved that the city council Mount Vernon, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Sue Ripke	sripke@cityofmtvernon-ia.gov	213 1st St. NW	Mount Vernon	52314-0000
Hours	Phone	Extension	Phone(Alternative)	
8am to 5pm	319-895-8742		319-721-7245	

Preparer Information

Name	E-mail Address	Phone	Extension
Brad Hauge	brad.hauge@yahoo.com	319-560-5237	

Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
Jamie Hampton	jhampton@cityofmtvernon-ia.gov	213 1st St. NW	Mount Vernon	52314-0000
Phone	Extension			
319-895-8742				

Resolution Number _____

Jamie Hampton
Signature Mayor

Sue Ripke
Signature City Clerk

City Street Financial Report

City Name
MOUNT VERNON

8/25/2016 2:11 PM
Fiscal Year
2016
2 of 9

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

A. BEGINNING BALANCE				
1. July 1 Balance	-\$52,733	\$2,068,655	\$0	\$2,015,922
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	-\$52,733	\$2,068,655	\$0	\$2,015,922
B. REVENUES				
1. Road Use Tax	\$556,848			\$556,848
2. Property Taxes		\$0	\$631,009	\$631,009
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$629,269	\$0	\$629,269
5. Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$556,848	\$629,269	\$631,009	\$1,817,126
C. Total Funds Available (Line A3 + Line B7)				
	\$504,115	\$2,697,924	\$631,009	\$3,833,048

Column 1 Column 2 Column 3 Column 4
 Road use Other Street Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$328,841	\$27,399	\$0	\$356,240
2. Snow and Ice Removal	\$18,546	\$0	\$0	\$18,546
E. Construction, Reconstruction and Improvements				
1. Engineering	\$5,968	\$159,237	\$0	\$165,203
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$0	\$1,559,673	\$0	\$1,559,673
4. Traffic Services	\$0	\$55,818	\$0	\$55,818
F. Administration	\$12,276	\$0	\$0	\$12,276
G. Equipment	\$44,896	\$40,500	\$0	\$85,396
H. Miscellaneous				
		\$0	\$0	\$0
J. Street Debt				
1. Bonds, Notes and Loans - Principal Paid	\$0	\$0	\$491,355	\$491,355
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$139,654	\$139,654
TOTALS				
K. Total Expenses (Lines D thru J)	\$408,525	\$1,842,627	\$631,009	\$2,882,161
L. Ending Balance (Line C-K)	\$95,590	\$855,297	\$0	\$950,887
M. Total Funds Accounted For (K + L = C)	\$504,115	\$2,697,924	\$631,009	\$3,833,048

City Street Financial Report

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City Name
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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
140—Federal Government (misc.)	\$15,000.00	\$0.00
123—Various State Grants	\$76,434.00	\$0.00
174—Sales Tax / Local Option	\$240,028.00	\$0.00
195—Tax Increment Financing (TIF)	\$55,186.00	\$0.00
173—Reimbursement For Damages	\$148,191.00	\$0.00
190—Other Miscellaneous	\$94,430.00	\$0.00
Line B4 Totals	\$629,269.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) *On street* parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 (5-2016)
Office of Local Systems
Ames, IA 50010

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City Name
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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	101	05/17/2007	\$2,951,432	100	2022	\$1,214,706	\$254,318	\$48,588	\$254,318	\$48,588	\$960,388
<input type="checkbox"/>	General Obligation	Street Improvements	102	07/01/2013	\$1,200,000	100	2028	\$1,125,000	\$75,000	\$24,955	\$75,000	\$24,955	\$1,050,000
<input type="checkbox"/>	General Obligation	Street Improvements	103	09/22/2014	\$2,500,000	100	2029	\$2,500,000	\$162,037	\$66,111	\$162,037	\$66,111	\$2,337,963
New Bond Totals					\$0	\$0	Totals	\$4,839,706	\$491,355	\$139,654	\$491,355	\$139,654	\$4,348,351

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#)

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
57-0307-159	\$2,249,834	RDWY	Yes	Constr. of roundabout at Hwy 1 and 30 and at Hwy 30 and 10th Ave.

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
57-0307-159	Streb Construction Co.	\$2,423,548	\$338,342	\$0	\$0	\$0	\$0	\$2,761,890

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City Name
MOUNT VERNON

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2009	Skidloader	\$31,073	\$0		\$0		Yes	NOCH
	2008	Skidloader	\$15,981	\$0		\$0		Yes	NOCH
	2007	Model 310 Deere Backhoe	\$39,400	\$0		\$0		Yes	NOCH
	2008	Deere Excavator Model 27D	\$28,830	\$0		\$0		Yes	NOCH
	2007	4300 4 X 2 Dump Truck	\$53,484	\$0		\$0		Yes	NOCH
	2001	Ford Bucket Truck	\$21,995	\$0		\$0		Yes	NOCH
	1998	Ford Dump Truck	\$48,000	\$0		\$0		Yes	NOCH
	2005	Dump Truck Body	\$7,598	\$0		\$0		Yes	NOCH
	1991	Ford Dump Truck	\$40,000	\$0		\$0		Yes	NOCH
	1979	Pelican III Sweeper	\$15,000	\$0		\$0		No	NOCH
	2008	F-450 Super Duty Dump Truck	\$32,266	\$0		\$0		Yes	NOCH
	2008	Ford F-350	\$26,288	\$0		\$0		Yes	NOCH
	2009	Ford F-250	\$33,075	\$0		\$0		Yes	NOCH
	2007	Ford F-128	\$18,310	\$0		\$0		Yes	NOCH
	2008	Ford F-150	\$15,441	\$0		\$0		Yes	NOCH
	2009	Ford F-150	\$17,832	\$0		\$0		Yes	NOCH
	1999	Dodge RAM BR2L62	\$4,500	\$0		\$0		Yes	SOLD
	1999	Dodge RAM BR1L62	\$4,250	\$0		\$0		Yes	NOCH
	2014	International 7400 4x2 dump truck	\$130,399	\$0		\$0		Yes	NEW



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Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name
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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2000	Pelican street sweeper	\$45,000	\$0		\$0		Yes	NEW



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Office of Local Systems
Ames, IA 50010

City Street Financial Report

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Explanation Sheet

Comments



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Office of Local Systems
Ames, IA 50010

City Name
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City Street Financial Report

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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$46,332.39
August	\$62,414.88
September	\$55,360.21
October	\$42,345.83
November	\$48,168.75
December	\$48,620.70
January	\$40,523.55
February	\$46,574.17
March	\$47,779.78
April	\$33,137.78
May	\$35,664.79
June	\$49,925.34
Totals	\$556,848.15

AGENDA ITEM # G – 3

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

DATE:	September 7, 2016
AGENDA ITEM:	Resolution – Easement
ACTION:	None

SYNOPSIS: ITC Midwest is currently working on transforming their north powers lines from 34.5 kV to 69 kV. This requires a small 50 foot wide easement on city owned property at the NW corner of 1st St W and 10th Ave. NW (well and plant location). This will not impact our operations at the facility or any plans with the site.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

RESOLUTION #

**RESOLUTION APPROVING PERPETUAL EASEMENT AGREEMENT FOR
ELECTRIC POWER AND COMMUNICATION LINES BETWEEN ITC MIDWEST
LLC AND THE CITY OF MT. VERNON, IOWA**

WHEREAS, ITC Midwest LLC is requesting permission to install, operate, maintain and repair upon or within certain streets and public right of ways found within the corporate boundaries of the City, and

WHEREAS, Electric power and communication lines are generally constructed above ground on poles or towers, and

WHEREAS, the City Council of the City of Mt. Vernon, Iowa is willing to grant ITC Midwest LLC a non-exclusive perpetual easement subject to conditions found within the easement agreement, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the perpetual easement agreement, attached hereto and made a part thereof, be approved.

RESOLVED this ___ day of September, 2016.

Mayor

ATTEST: _____
City Clerk

Return to: Mallory King – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
Prepared By: Tarah Andrews – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698

ELECTRIC LINE EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **City of Mount Vernon, Iowa**, 213 1st St. NW, Mount Vernon, IA 52314 ("Grantor(s)"), do(es) hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377, its successor and assigns, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, upgrade, operate, repair, patrol, replace and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, over and across the following described lands (the "**Premises**"). The Easement shall be limited to that certain part of the Premises described as the "**Easement Area**" on the attached Exhibit A located in the County of Linn and the State of Iowa:

Premises: That Part of the NW¼ NE¼ Section 9-82-5, Linn County, Iowa lying within that portion of former Primary Road No. 974 (also formerly known as Old Hwy. 30, and now known as 1st St.), which is now a part of the local municipal street system, beginning at the present northerly corporation line of the City of Mount Vernon, said line being the north line of the SE¼ SW¼ of Sec. 4, T82N, R5W, Linn County, Iowa; thence southeasterly along said First Street to the easterly right of way line of Tenth Avenue in said City of Mt. Vernon; except the following described tract: Commencing at the SE corner of the NW¼ NE¼ of said Sec. 9; thence North 18.00 ft.; thence N66°06'W, 354 ft. to P.I. Sta. 1182+12.8 of Project NRM 96; thence N19°17'W, 312.60 ft. to the North right of way line of the Chicago and Northwestern Railroad; thence N87°32'W, 153.15 ft. along said North right of way line to the Point of Beginning; thence continuing N87°32'W, 1546.85 ft. along said North right of way line; thence N2°28'E, 100.00 ft.; thence S87°32'E, 1546.85 ft.; thence S2°28'W, 100.00 ft. to the Point of Beginning; and further excepting that part conveyed by State Patent No. 176, filed September 1, 1988, in Book 1931, Page 123, Linn County Recorder's Office.

In addition to the foregoing, Grantor hereby grants to Grantee the following related rights necessary or convenient for Grantee's use of the Easement: (i) an easement to enter upon the Premises to survey for and locate the Electric Lines; (ii) an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion; and (iii) an easement to remove, cut, trim, destroy or otherwise control any or all trees, shrubs bushes, or brush now or hereafter standing or growing upon or within the Easement Area and

further, the right and privilege to trim, cut down or control the growth of such other trees standing or growing on land adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines, all at Grantee's sole and absolute discretion.

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose. Grantor shall not erect any buildings, structures or other objects, permanent or temporary (collectively referred to herein as "**Structures**"), upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Notwithstanding the foregoing, Grantor reserves the right to cultivate, use, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines (hereinafter called "**Public Improvements**"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or assigns must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

Signed this _____ day of _____, 20__.

GRANTOR(S):

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

NOTARY SEAL

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
_____ Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):
_____ City of Mount Vernon, Iowa

AGREEMENT REGARDING EASEMENT

THIS AGREEMENT is made and effective this ___ day of _____, 20__ by and between City of Mount Vernon, Iowa, 213 1st St. NW, Mount Vernon, IA 52314 ("Landowner"), and ITC Midwest LLC, a Michigan limited liability company (a subsidiary of ITC Holdings Corp, a Michigan corporation), 27175 Energy Way, Novi, Michigan 48377, ("ITCM") (collectively, Landowner and ITCM may be referred to herein as the "Parties").

RECITALS

A. On _____, 20__, Landowner, as Grantor, entered into an easement with ITCM, as Grantee (the "Easement") contemporaneously with this Agreement, on certain land described in the Easement.

B. As consideration for the Easement, ITCM agreed to pay the following sum (the "Total Payment"):

_____ ' width X _____ ' length= _____ sq. ft. , or <u>0.14</u> acre(s)X \$ <u>9,658.00</u> /acre= \$ <u>1,352.12</u>
_____ ' width X _____ ' length= _____ sq. ft. , or _____ acre(s)X \$ _____ /acre= \$ _____
_____ ' width X _____ ' length= _____ sq. ft. , or _____ acre(s)X \$ _____ /acre= \$ _____
Total Payment \$ <u>1,352.12</u>

C. In addition to the terms and conditions in the Easement, Landowner and ITCM agreed to certain additional terms and conditions as further consideration for the grant of the Easement by Landowner to ITCM, as set forth herein.

NOW, therefore, in consideration of the promises and covenants herein, and other good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. ITCM shall pay the Total Payment prior to the commencement of construction activities on Landowner's land, or within 60 days of receipt of all municipal and regulatory approvals necessary to commence construction, whichever is sooner.

2. ITCM shall negotiate with Landowner and make separate payment for damages caused by the exercise of the rights granted by the Easement promptly upon completion of ITCM's construction project; provided, Landowner reserves the right to submit additional claims for damages that were not apparent at the time of the work and which were not otherwise compensated in accordance with the ITC Midwest Damage Claims Policy Statement.

3. Landowner acknowledges and agrees that this Agreement Regarding Easement is personal to Landowner, that it is not assignable by Landowner, and that it shall not run with the land. ITCM may assign its rights, duties and obligations under this Agreement to ITCM's principal or subsidiaries, affiliates or subsidiaries of its principal or to any entity which acquires all or substantially all of ITCM's assets in the market by reason of a merger, acquisition or other business reorganization. Said assignment shall be effective upon ITCM sending written notice to Landowner at Landowner's above stated mailing address.

4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall be deemed to modify, restrict, increase or otherwise change the Easement.

5. This Agreement shall not be recorded by either party hereto without the written consent of the other party.

6. Landowner represents and warrants to ITCM that he/she is the sole owner(s) of the Property and has the full authority and power to enter into this Agreement and the Easement.

7. Landowner shall not disclose the consideration paid for the Easement, nor any other information concerning this Agreement, and agrees not participate in any action, or make any statement of any type related in any way to the subject matters of this Agreement, except that this Agreement shall not prohibit the Parties from complying with any law, court order or other legal process.

8. Landowner represents and warrants to ITCM that he/she is the sole owner(s) of the Premises; that he/she holds the Premises by title in fee simple; that he/she has the full authority and power to enter into this Agreement and the Easement and to sell and convey the Premises and Easement to ITCM; and that the Premises are free and clear of all nonconsensual liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments).

9. Landowner covenants to warrant and defend the Property and Easement against any nonconsensual liens and the lawful claims of all persons asserting, claiming or having any nonconsensual liens, except those disclosed above. Landowner hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

BY SIGNING THIS DOCUMENT THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

LANDOWNER:

Signature: _____

Printed Name & Title: _____

Dated: _____

Signature: _____

Printed Name & Title: _____

Dated: _____

ITCM:

**ITC Midwest LLC, a Michigan limited liability company
By: ITC Holdings Corp., a Michigan corporation, its sole member**

**By: Matthew S. Carstens
Its Vice President and General Counsel – Utility Operations**

Dated: _____

RIGHT OF CANCELLATION

(Date of Agreement)

The undersigned grantor(s) hereby acknowledge that he/she has been informed, prior to signing, of his/her right to cancel this Agreement, without penalty or obligation, by giving notice to ITC Midwest LLC within seven (7) business days from the above date.

To cancel this Agreement, complete in duplicate the attached Notice of Cancellation and send by certified mail with return requested to Real Estate and Right of Way, ITC Midwest LLC, 123 5th St., SE, Cedar Rapids, Iowa 52401.

GRANTOR(S):

BY: _____

PRINT: _____

TITLE: _____

BY: _____

PRINT: _____

TITLE: _____

ADDRESS: 213 1st St. NW

Mount Vernon, IA 52314

This Right of Cancellation is provided pursuant to Chapters 478, of the Iowa Code.

NOTICE OF CANCELLATION

TO: Real Estate and Right of Way
ITC Midwest LLC
123 – 5th Street SE
Cedar Rapids, Iowa 52401

I/We, _____, grantor(s) in
an easement agreement dated the _____ day of _____, 20_____, with
ITC Midwest LLC, a Michigan limited liability company, do hereby cancel this easement agreement
without penalty or obligation.

Dated this _____ day of _____, 20_____.

GRANTOR(S):

This Notice of Cancellation is provided pursuant to Chapter 478, of the Iowa Code.

NOTICE OF CANCELLATION

TO: Real Estate and Right of Way
ITC Midwest LLC
123 – 5th Street SE
Cedar Rapids, Iowa 52401

I/We, _____, grantor(s) in an easement agreement dated the _____ day of _____, 20_____, with ITC Midwest LLC, a Michigan limited liability company, do hereby cancel this easement agreement without penalty or obligation.

Dated this _____ day of _____, 20_____.

GRANTOR(S):

This Notice of Cancellation is provided pursuant to Chapter 478, of the Iowa Code.

**ITC MIDWEST LLC POLICY STATEMENT
CONCERNING SETTLEMENT OF DAMAGE CLAIMS
(ELECTRIC LINES)**

During the construction and operation of an electric line, damage is sometimes caused to a landowner's and/or tenant's property. If ITC Midwest, LLC ("ITC Midwest") causes physical damage to property by means of its construction, reconstruction, enlargement, repair, and/or other maintenance activities (collectively the "Construction Activities"), the landowner and/or tenant, as their respective interests appear, ("Landowner/Tenant") will be compensated by ITC Midwest in the following manner. The intent of these guidelines is to fully compensate a Landowner/Tenant for any damages caused by ITC Midwest to property and shall not in any way modify, alter or amend the Easement(s) or other governing documents relating to the property.

I. Crop Loss Due to Electric Line Construction Activities

A. Conventional

- i. If a crop has been planted prior to ITC Midwest's Construction Activities or if a crop normally would have been planted before the finish of the Construction Activities, ITC Midwest will pay the following percentages on the crop ground lost to production:

First Year: First Year: 100% of crop loss (only if first year of crop loss was not included in initial payment when easement acquired by ITC Midwest),
Second Year: 50% of crop loss,
Third Year: 30% of crop loss,
Fourth Year: 20% of crop loss.

- ii. If no crop was planted or in cultivation prior to completion of ITC Midwest's Construction Activities for an area normally cultivated, then ITC Midwest will pay the following percentages on the actual crop ground lost to production:

First Year: 66% of crop loss (only if first year of crop loss was not included in initial payment when easement acquired by ITC Midwest),
Second Year: 50% of crop loss,
Third Year: 30% of crop loss,
Fourth Year: 20% of crop loss.

- iii. The computation of conventional crop loss will be based on three factors:

- (1) the land area impacted (acreage),
- (2) the crop yield (based on the County average yield for the crop), and
- (3) the crop market value (the market value on the day the Damage Payment Acknowledgment form is executed).

(Acreage x crop yield x crop market value)

B. Organic Crop Damages

- i. To the extent not compensated in full pursuant to Section I (A) above, if the Property is certified organic through the USDA National Organic Program ("Certification") and loses its Certification, as a direct result of the Work, for any part of the Property where crops are organically grown, then ITC Midwest will pay the following percentage for organic crops within the area impacted by the lost Certification, for four (4) years:

- ii. 100% of the difference between the market value of conventional crops and the market value of organic crops lost.

- a. The computation of the market value of organic crops lost will be based on three factors:

- (1) the land area impacted by decertification (acreage of decertified area),

- (2) the crop yield (based on the County average yield for the organic crop or if there is no County average yield for the organic crop, then the County average yield for the same crop on a conventional basis), and
- (3) the crop market value (the market value on the day the Damage Payment Acknowledgment form is executed). The "market value" shall be determined by either (i) the existing organic crop contract of the landowner for the particular crop damage, if any such contract is then in existence, or (ii) if no such contract is in existence, then the average market price for the particular crop at issue, based upon the average market price of the as reported by the Agricultural Marketing Service – United States Department of Agriculture ("AMS - USDA") for that year.

(Acreage x crop yield x crop market value)

- b. At the request of ITC Midwest, the Landowner/Tenant shall provide verification of its loss of organic Certification through the accredited certifying agent prior to any compensation for organic crop loss being paid.

II. Damages Due to Compaction, Ruts, Erosion and/or Washing

- A. ITC Midwest will repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by its Construction Activities. If by mutual agreement, the Landowner/Tenant repairs the damages, ITC Midwest will reimburse the Landowner/Tenant for the reasonable cost of labor and the use of equipment to repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by its Construction Activities. Payment will be made by ITC Midwest within a reasonable period of time upon presentation of a statement.
- B. ITC Midwest will pay for the reasonable cost of repairs to the Landowner's/Tenant's equipment where in repairing compaction, ruts, erosion, and/or washing of soil, damage to equipment is caused by materials or debris left on the right of way.

III. Other Damages

ITC Midwest will pay for all damages to pastures, timber, fences, improvements, livestock, terraces, field tiles, and equipment caused by ITC Midwest's entry, use or occupation of lands, both on and off an easement area, during its Construction Activities. If by mutual agreement, the Landowner/Tenant repairs the damages, ITC Midwest will pay the actual costs of repairs. Payment for assets replaced, as a direct result of Construction Activities, by the Landowner/Tenant will be computed based upon the replacement cost of the assets replaced.

IV. Manner of Damage Payments

Payment of damages to the Landowner/Tenant will be made by ITC Midwest within a reasonable period of time following completion of its Construction Activities. For purposes of new electric line construction, payment will be made within a reasonable period of time following completion of the entire construction project.

Landowner reserves the right to submit additional claims for damage that were not apparent at the time of the work and which were not otherwise compensated in accordance with the foregoing guidelines.

V. Dispute Resolution Procedure

If, after good faith negotiation, the Landowner/Tenant and ITC Midwest cannot mutually agree on the amount of compensation for damages incurred, the matter shall be settled by arbitration in accordance with Chapter 679A of the Iowa Code, or at the option of either party, the rules of the American Arbitration Association.

AGENDA ITEM # G – 4

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

DATE:	September 7, 2016
AGENDA ITEM:	Resolution – Disposal of City Property
ACTION:	None

SYNOPSIS: The Fire Department has been able to purchase a new rescue boat and is asking to dispose of their old boat, motor and trailer. They have set a minimum bid of \$1,500 and will accept sealed bids from interested parties until the end of business on October 3, 2016.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Fire Department

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

RESOLUTION NO. _____

RESOLUTION APPROVING THE DISPOSAL OF
MUNICIPAL PROPERTY

WHEREAS; over time the City of Mt. Vernon has accumulated property by various methods and of wide ranging descriptions; and

WHEREAS; the City now has the need to dispose of this property as it is of no use and of no value to maintain; and

WHEREAS; the said property has been inventoried (Exhibit A attached) and is ready for disposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: To grant staff permission to dispose of inventoried property by best methods possible while seeking to collect reasonable value.

PASSED and ADOPTED this 7th day of September, 2016.

Jamie Hampton, Mayor

ATTEST:

Sue Ripke, City Clerk

Exhibit "A"

Fire Equipment for Sale

September 7, 2016

1. 1982 Lowe1648 (coast guard front).
 2. 187 25hp motor (Mercury two stroke)
 3. Shorelander Bunk Trailer
- Minimum bid amount set at \$1,500 (for all three)

J. Motions for Approval

(Faint, illegible text)

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, SEPTEMBER 7, 2016

PAYROLL	CLAIMS	124,736.09
GROUP SERVICES INC	INSURANCE-ALL DEPTS	24,829.62
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	22,586.70
RICKLEFS EXCAVATING	2015 STREET IMPROVEMENTS	14,140.94
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	4,672.50
BURROUGHS, RICHARD	CEMETERY MAINT	3,725.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	3,557.27
PACE SUPPLY	ROW SEEDING-RUT	3,299.29
US BANK	CREDIT CARD PURCHASES	2,675.82
VEENSTRA & KIMM INC	2015 STREET IMPROVEMENTS	2,008.50
LINN CO-OP OIL CO	FUEL-PW	1,943.37
ALLIANT IES UTILITIES	ENERGY USAGE-WAT	1,633.96
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,267.85
GORDON LUMBER COMPANY	BLDG SUPPLIES-P&REC,RUT	1,200.80
VEENSTRA & KIMM INC	5TH AVE/1ST ST W TRAFFIC SIGNALS	1,133.00
LYNCH COLLISION CENTER	2014 EXP REPAIR-PD	998.69
SCHIMBERG COMPANY	STORM INLETS-ST WAT	859.24
CEDAR RAPIDS, CITY OF	SNOW PLOW ROADEO CLASS	700.00
CY'S TREE SERVICE	TREE MAINT-RUT	675.00
RACOM CORPORATION	ANTENNA,CABLE-PD	610.20
SHERWIN WILLIAMS CO.	TRAFFIC BEADS,PARTS-RUT	592.45
BAUMAN AND COMPANY	UNIFORMS-PW	587.40
SIMMONS PERRINE MOYER BERGMAN	LEGAL FEES-P&A	570.00
M RUGGED MOBILE TECHNOLOGY	POCKETJET PRINTERS-PD	561.60
AMERICAN RED CROSS	LIFEGUARD CLASSES-POOL	544.00
CENTURY LINK	PHONE CHGS-P&A	499.74
HAWKEYE READY MIX	SIDEWALK REPLACEMENT-RUT	471.32
US CELLULAR	CELL PHONE-ALL DEPTS	406.94
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	362.00
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A	360.00
AERO RENTAL, INC	64' BOOM-RUT	352.00
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS-PW	319.60
DIESEL TURBO SERVICES INC	'91 DUMP TRUCK MAINT-PW	277.36
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	258.62
TEMP VENDOR	BADGE STICKERS-PD	206.95
STAR EQUIPMENT LTD	8" GRINDER RENTAL-RUT	200.00
CHRIS NOSBISCH	MILEAGE-P&A	197.64
VEENSTRA & KIMM INC	HIGH SCHOOL SITE PLAN REVIEW	189.00
LINN COUNTY TREASURER'S OFFICE	PROPERTY TAXES/STONER FARMING	168.00
BELOU QUIMBY	INTERN-MVHPC	160.00
POOL TECH INC	CHEMICALS-POOL	160.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	150.72
MARIN DETTWEILER	INTERN-MVHPC	150.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-ALL DEPTS	126.40
BRADY LANHAM	OUTLET-PD	125.00
JOAN BURGE	CLEANING SERVICE-P&A	120.00
SIDERS, MATT	MILEAGE-P&REC	116.10
IOWA PRISON INDUSTRIES	HANDICAP PARKING SIGNS-RUT	113.96
CENTURY LINK	PHONE CHGS-PD	112.64
CENTURY LINK	PHONE CHGS-FD	107.09
BEE CITY USA	APPLICATION FEE-P&REC	100.00
CENTURY LINK	PHONE CHGS-SEW	92.34
TASC	ADMIN FEE-ALL DEPTS	90.00
CCP INDUSTRIES	SAFETY VESTS-FD	84.86
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	83.76
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	83.00
CONSTRUCTION MATERIALS INC	TUBE-P&REC	82.00

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, SEPTEMBER 7, 2016

MORGAN MEHLERT	EQUIP-PD	81.03
NEAL'S WATER CONDITIONING SERV	WATER/SALT-PW,P&A	76.75
BOBCAT OF CEDAR RAPIDS	ANTIFREEZE-RUT	66.20
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	66.00
STAR EQUIPMENT LTD	7" DIAMOND GRINDING WHEEL-RUT	63.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
HUGH LIFSON	CONFERENCE-MVHPC	60.00
CENTURY LINK	PHONE CHGS-WAT	53.24
ALLIANT IES UTILITIES	ENERGY USAGE-RUT	46.28
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	46.00
CENTURY LINK	PHONE CHGS-POOL	43.95
BARNYARD SCREEN PRINTER LLC	UNIFORMS-PW	36.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	32.17
SPRINGER PEST SOLUTIONS CORP	PEST CONTROL-P&A	30.00
DAVID YAMANISHI	SUMMER CLASS REFUND-P&REC	30.00
ALLIANT IES UTILITIES	ENERGY USAGE-SEW	26.99
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	22.84
ALLIANT IES UTILITIES	ENERGY USAGE-EMA	18.09
JOENA'S SPECIAL NEEDS	UNIFORMS-PD	17.00
PERSONAL TOUCH EMBROIDERY	UNIFORMS-RUT	13.00
ELECTRONIC ENGINEERING CORP	PAGER SERVICE-EMA	11.95
	TOTAL	227,516.82

AGENDA ITEM # J – 2

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

DATE:	September 7, 2016
AGENDA ITEM:	Public Library Director's Annual Salary
ACTION:	None

SYNOPSIS: Deb George, Library Board of Trustees President, will be present to discuss the current salary of the Library Director. The presentation has been included with your packet. As a note, I have asked departments such as the library, to begin looking at requests for additional funding prior to the beginning the budget process. This allows staff to better plan for their inclusion should the Council see this as a priority.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Library Board of Trustees

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Presentation

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/6

AGENDA ITEM # J – 3

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

DATE: September 7, 2016

AGENDA ITEM: CDG Director

ACTION: None

SYNOPSIS: With the changes in the federal employee exemption laws and the lack of stability in the Mainstreet Iowa workforce, city staff and the CDG Board of Directors have been looking for ways to make the CDG Director's position more sustainable. The current tenure for a Mainstreet Director in Iowa is 2 to 2.9 years.

The current CDG Director's salary is listed at \$43,233 and will need to increase to \$47,476 before January 1, 2017 in order to comply with the new overtime wage threshold. The current Director does have health insurance, although they are of poor quality and relatively expensive. There are no current retirement benefits offered for this position. In talking to Terry Buschkamp from IEDA, benefits is the single largest force driving good Director's to new positions. At one time, the Iowa Mainstreet organization was opposed to making Director's city employees, although they are starting to loosen their stance somewhat. They continue to want Mainstreet Directors/programs, to maintain the ability to be autonomous from local government

The cost to provide IPERS benefits at this salary will be roughly \$4,300 to the City (the employee also contributes). Based upon current allocations, the additional amount necessary to provide city insurance is \$695 (CDG currently allocates \$4,940). The proposal would be for the city to cover the additional costs for benefits with the CDG covering the additional wage increases (approximately \$5,000 to the City).

In order for the CDG Director to continue to work under the CDG Board, the City would have to pass an ordinance, similar to other department heads, to relinquish day to day operations to the Board. As with other department heads, the proposal would require the City Council to sign off on the hiring or firing of the Director. Although this is not 100% autonomous, this is the closest and least expensive alternative that was reviewed.

If the City Council is amenable to this scenario, staff will work with CDG and the State to finalize language of the new ordinance before bringing it forward to Council.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

AGENDA ITEM # J – 4

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

DATE: September 7, 2016

AGENDA ITEM: Pay Application #1

ACTION: None

SYNOPSIS: The amount due this request is \$31,731.69. There were no changes orders to this contract so the final contract amount remains at \$33,447.50. To date, there have been no issues found with the work that has been completed on the drive entrance.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

SUMMARY		
	Total Approved	Total Completed
Contract Price	\$ 33,447.50	\$ 33,401.78
Approved Change Order (list each)		\$ -
		\$ -
Revised Contract Price	\$ 33,447.50	\$ 33,401.78

Stored

Total Earned \$ 33,401.78

Retainage (5%) \$ 1,670.09

Total Earned Less Retainage \$ 31,731.69

Total Previously Approved (list each)		

Total Previously Approved \$ -

Percent Complete 100%

Amount Due This Request \$ 31,731.69

The amount \$31,731.69 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Borst Brothers Construction

Recommended By:
Veenstra & Kimm, Inc.

Approved By:
Mount Vernon, Iowa

Signature: Michael A. Borst
Name: Michael A. Borst
Title: President
Date: 8-23-16

Signature: [Signature]
Name: Daniel Boggs
Title: Engineer
Date: August 23, 2016

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

AGENDA ITEM # J – 5

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

DATE:	September 7, 2016
AGENDA ITEM:	Return to Work Policy
ACTION:	None

SYNOPSIS: After meeting with IMWCA and True North, staff was encouraged to review a return to work policy for City employees. The proposed policy is a combination of policies taken from the above organizations. This policy is used to reduce the amount of time necessary for an employee to be off work after an injury, and sets guidelines for the attending physician examining the employee.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

City of Mt. Vernon

Return to Work Policy
Adopted, _____, 2016

PURPOSE AND OBJECTIVES:

This policy is in place to ensure the City of Mount Vernon, Iowa (hereinafter referred to as "City") provides meaningful work activity for employees who are temporarily unable to perform all, or portions, of their regular work assignments or duties. This policy applies to employees suffering from work related injury or illness. The goal is to allow valued employees the ability to return to productive, regular work as quickly as possible. By providing temporary transitional or modified work activity, injured employees remain an active and vital part of the City. The following objectives have been identified by the Mt. Vernon City Council as the basis of this policy:

- A. To return employees who are injured on the job to work as soon as possible when there is not a risk of harm to themselves and others.
- B. To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.
- C. To assist employees in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
- D. To retain valued, qualified and experienced employees.
- E. To reduce the cost of disability benefit programs.

SCOPE:

- A. It is the policy of the City to provide modified or alternate work for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.
- B. The City will make reasonable accommodations to a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation.
- C. The feasibility of reasonable accommodations shall be determined on a case-by-case basis by the City Administrator and Personnel Committee taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.

RESPONSIBILITIES:

The following responsibilities apply to various levels within the City.

- A. **City Administrator** will ensure the policy's enforcement among all levels at the City and will actively promote and support this policy and the Return to Work Program as a whole.
- B. **Department Heads** will support the employee's return to work by identifying appropriate transitional/modified duty assignments and ensure the assignments do not exceed the physician's set restrictions. They are also responsible for reporting any problems with employees and this policy to the City Administrator.
- C. **Injured employees** will notify their department heads in a timely manner when their condition requires an absence. They will closely follow their physician's medical treatment plan and actively participate in the City's Return to Work Program, which includes following all the guidelines of this policy. Injured employees will also help department heads identify potential options for transitional or modified duties that they discover. While the department head is responsible for maintaining constant communication with the injured employee, the worker also has the obligation to maintain contact with the City about their condition and status. The injured worker will complete all the required paperwork in a timely manner.

TEMPORARY ALTERNATIVE DUTY (TAD) ESTABLISHED:

Temporary Alternative Duty "TAD" is defined as modified duties or hours assigned to a worker injured on the job (when the physician indicates they can return to work), but who are not yet capable of handling the entire job duties normally assigned, and his/her work-related injury has not reached maximum medical improvement.

The purpose of TAD is to provide temporary work, within medical restrictions, for employees injured on the job. TAD may be available with medical prognosis indicating that the employees are expected to return to full duty following a course of medical treatment.

If an alternate duty position is available, employees must be provided with TAD as soon as medically feasible. TAD should be consistent with the employee's physical/mental abilities.

Employees in a TAD capacity will continue to receive the salary and benefits of his/her job classification. These will be proportionately adjusted in the case of part-time work. Status of TAD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TAD will normally not exceed three months.

TAD PROCEDURES:

- A. **Mt. Vernon City Administrator or his/her Designee:**
 - 1. Informs physician about the TAD program.
 - 2. Informs employee about the TAD program.
 - 3. Informs workers' compensation claims examiner of employee's availability to the TAD program.
 - 4. Obtains information regarding medical condition of employee from physician(s).
- B. **Department Head and/or Employee's Supervisor:**

1. Develops work assignments on a case-by-case basis, if available, depending on medical restrictions.
2. Develops appropriate TAD assignments, and monitors on-going medical and work adjustment.
3. May meet with injured employees to review TAD status.

C. Employee:

1. Reviews and signs Appendix A, Return to Work Program Statement of Acknowledgment.
2. When the physician has determined that Maximum Medical Improvement has been reached and the employee is able to perform the essential job duties of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
3. When the physician has determined that Maximum Medical Improvement has been reached, and the employee is unable to perform the essential job duties of his/her job with or without reasonable accommodations, the employee will be assigned to a Ninety (90) Day Modified Duty Assignment.
 - a. An employee assigned to a Modified Duty Assignment will report to in his/her regular department. The employee shall be assigned to do whatever work he/she is able to do, under the restrictions that the physician has placed on the employee.
 - b. An employee placed on Ninety (90) Day Modified Duty Assignment shall continue to receive the salary and benefits of his/her job classification.
 - c. During the ninety (90) day period, employees on Modified Duty Assignment will be encouraged and afforded opportunities to bid on or apply for other jobs for which they are able to perform the essential functions of the job.
 - d. The City Administrator or his/her designee will provide notices of available jobs to each employee on Modified Duty Assignments.
 - e. At the conclusion of their ninety (90) day Modified Duty Assignment period, employees who have been unsuccessful in obtaining other jobs for which they are qualified and for which they are able to perform the essential functions, shall be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the layoff.

PERMANENT RESTRICTION RESULTING FROM PERSONAL INJURY/ILLNESS:

- A. Employees who are off work due to personal injuries or illnesses may be required to complete functional capacity examinations before they can return to his/her former jobs. The cost of such examination will be paid for by the employer.
- B. When an employee's personal injury or illness has reached maximum medical improvement and there are restrictions that prohibit the employee from performing the essential functions of the employee's job, the City will return the employee to work in his/her former job if the restrictions can be reasonably accommodated.

- C. If the permanent restrictions resulting from an employee's personal injury or illness prohibit the employee from performing his/her job's essential functions with or without reasonable accommodation, the employee shall be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the layoff.
- D. While the employee is laid off and eligible for recall to his/her former job, the City will provide the employee available job notices.
- E. The City will assist employees laid off as a result of permanent restrictions to apply for permanent disability from Social Security and IPERS when it is appropriate.
- F. Responsibilities of the Employee:
 - 1. The laid off employee is responsible for notifying the Human Resources Department of any changes to his/her current mailing address. Job vacancy notices will be mailed to the last address shown on the City's records.
 - 2. To determine the appropriateness of the job assignment, the employee who is unable to return to work without restriction is responsible for keeping his Department Head (or the Department Head's designee) informed of the status of the employee's medical condition.
 - 3. If the employee rejects any assignment which is compatible with given medical restrictions, the employee shall not be compensated by the City or the City's workers' compensation carrier with temporary, partial, temporary total or healing period benefits during the period of refusal (Code of Iowa, Section 85.33).
 - 4. The employee assumes responsibility for contacting the Human Resources Department to apply for available jobs.

REFUSAL TO PARTICIPATE:

If the employee is unable to return to their regular job but are capable of performing transitional/modified duty, the employee must return to transitional/modified duty. Employees who choose not to participate in the Return to Work Program or follow all regulations in this Return to Work Policy may become ineligible for state workers' compensation benefits and, in some cases, refusal to participate may be a basis for termination. Unpaid Family Medical Leave will apply upon refusal and disability benefits will cease.

AGENDA ITEM # J – 6

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

DATE: September 7, 2016

AGENDA ITEM: Funding Request

ACTION: None

SYNOPSIS: Dean Travers has asked if it would be possible for Mt. Vernon to cover some or all of the lost rent in his building. Lisbon and Mt. Vernon had previously split the \$500 a month rent. Lisbon had stated prior to the beginning of this fiscal year that they did not intend to continue broadcasting meetings through Mediacom and would be ending their relationship in the building. Although staff has had initial discussions on alternative methods for televising meetings, there have been no decisions made or funding mechanisms identified. Staff would like to continue the relationship with Mr. Travers through this fiscal year and look at alternatives as part of the budget discussions. At this time the Council has three options:

1. Continue paying our share (\$250)
2. Pay the remaining \$250 a month
3. Agree to pay more but less than the full \$250 a month.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

AGENDA ITEM # J – 7

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

DATE:	September 7, 2016
AGENDA ITEM:	Minimum Wage Increase – Linn County
ACTION:	None

SYNOPSIS: Linn County has considered the first reading of an ordinance that would increase the minimum wage for the County. Staff is seeking input from the Council regarding Mt. Vernon’s position moving forward, as it would also appear that there is an opt out clause similar to Johnson County (Section 3). Staff has started to reach out to organizations in the Community and is seeking input for residents. At this time, staff is asking if the City Council would like to create a local minimum wage taskforce. Mt. Vernon would have to decide to create its own ordinance or opt out of the Linn County ordinance prior to January 1, 2017.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Linn County Ordinance

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

LINN COUNTY MINIMUM WAGE ORDINANCE

ORDINANCE # _____

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. PURPOSE. The purpose of this ordinance shall be to establish a minimum hourly wage applicable to certain employees and employers within the geographic boundaries of Linn County, Iowa.

SECTION 2. AUTHORITY. This ordinance is adopted pursuant to Linn County's home rule authority as set out in Article III, Section 39A of the Iowa Constitution, and consistent with the County's independent police powers and Linn County's ability to adopt standards that exceed the standards set forth by the State of Iowa, both as set out in Iowa Code Section 331.301.

SECTION 3. JURISDICTION. This ordinance shall be applicable within the unincorporated areas of Linn County, Iowa and within any city or portion of any city within the geographic boundaries of Linn County, Iowa that has not enacted a conflicting ordinance.

SECTION 4. MINIMUM WAGE

1. MINIMUM WAGE REQUIREMENTS

- a. The Linn County hourly wage shall be at least \$8.25 as of January 1, 2017; at least \$9.25 as of January 1, 2018; and at least \$10.25 as of January 1, 2019.
- b. Every employer, as defined in the federal Fair Labor Standards Act of 1938, as amended to January 1, 2007, shall pay to each of the employer's employees, as defined in the federal Fair Labor Standards Act of 1938, as amended to January 1, 2007, not less than: the Linn County hourly wage stated in Subsection 4.1(a); the current state hourly wage pursuant to Iowa Code Section 91D.1, as amended; or the current federal minimum hourly wage, pursuant to 29 U.S.C. Section 206, as amended, whichever is greatest.
- c. For purposes of determining whether an employee of a restaurant, hotel, motel, inn or cabin, who customarily and regularly receives more than thirty dollars a month in tips is receiving the minimum hourly wage prescribed in this section, the amount paid to the employee by the employer shall be deemed to be increased on account of the tips by an amount determined by the employer, not to exceed forty percent of the applicable minimum wage. An employee may file a written appeal with the Iowa Labor Commissioner if the amount of tips received by the employee is less than the amount determined by the employer under this subsection.

- d. An employer is not required to pay an employee the applicable Linn County hourly wage provided in this section until the employee has completed ninety calendar days of employment with the employer. An employee who has completed ninety calendar days of employment with the employer prior to January 1, 2017, January 1, 2018, January 1, 2019, July 1, 2020, or July 1 of each year thereafter shall be paid at least the applicable Linn County hourly wage as of that date. An employer shall pay an employee who has not completed ninety calendar days of employment with the employer an hourly wage of at least \$6.35.
- e. Employees are covered by this ordinance for each hour worked within the geographic boundaries of Linn County or any city or portion of any city located therein, provided that an employee who performs work within the geographic boundaries of Linn County or any city or portion of any city located therein on an occasional basis is covered by this ordinance in a two-week period only if the employee performs more than two hours of work within the geographic boundaries of Linn County or any city or portion of any city located therein, during that two-week period.

SECTION 5. EXEMPTIONS

1. EXEMPTIONS

- a. The exemptions from the minimum wage requirements stated in 29 U.S.C. Section 213, as amended to January 1, 2007, shall apply, except as otherwise provided in this section.
- b. Except as provided in Subsection (c), the minimum wage requirements set forth in this ordinance shall not apply to an enterprise whose annual gross volume of sales made or business done, exclusive of excise taxes at the retail level which are separately stated, is less than three hundred thousand dollars.
- c. The minimum wage requirements set forth in this ordinance shall apply to the following without regard to gross volume of sales or business done:
 - (1) An enterprise engaged in the business of laundering, cleaning, or repairing clothing or fabrics.
 - (2) An enterprise engaged in construction or reconstruction.
 - (3) An enterprise engaged in the operation of a hospital; an institution primarily engaged in the care of the sick, the aged, or the mentally ill or persons who have symptoms of mental illness who reside on the premises of such institution; a school for persons with mental or physical disabilities or for gifted children; a preschool, elementary or secondary school; or an institution of higher education. This paragraph applies regardless of whether any such described hospital, institution, or school is public or private or operated for profit or not for profit.

(4) A public agency.

SECTION 6. ENFORCEMENT OF VIOLATIONS. Any violation of this ordinance shall be considered a county infraction punishable as provided by Iowa Code Section 331.307. Additionally, this ordinance may be enforced pursuant to Iowa Code Chapter 91A.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. SEVERABILITY. 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 adjudged invalid or unconstitutional.

SECTION 9. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

First reading on the _____ day of _____, 2016.

Second reading on the _____ day of _____, 2016.

Third reading and final passage on the _____ day of _____, 2016.

Published in *The Gazette* on the _____ day of _____, 2016.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2016 and published as provided by law on _____, 2016.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2016.

Notary Public, State of Iowa

Chris Nosbisch

From: Mount Vernon Area Arts Council <mvartcouncil@gmail.com>
Sent: Thursday, September 01, 2016 3:10 PM
To: Chris Nosbisch
Cc: Christine Goodwin; Marie DeVries
Subject: Request to be put on the City Council agenda

Chris,

The Mount Vernon Area Arts Council asks to be placed on the City Council meeting agenda for Wednesday, Sept. 7, 2016. The purpose is to request permission from the Council to paint a temporary mural on the concrete wall that separates the upper and lower parking areas behind the businesses on the south side of the 100 block west of First Street (block bounded by Bauman's and Big Creek Market.

The mural will be completed during the Lincoln Highway Arts Festival on Sept. 24. It will be painted by Strider Patton, who is the project manager/art director for our community mural project which commences in 2017. The purpose of the temporary mural is to promote the overall mural project and to begin getting people involved in the project. The space on which the temporary mural will be painted will span 6-8 of the panels and will begin about five panels in from the part of the wall closest to Highway 1.

The temporary mural will read:
Coming Spring 2017
Community Mural
mvaac.org.

I will have a sketch of the design to share with the council members at the meeting.

The request should take no more than 3-5 minutes, unless the Council has questions. Thanks in advance.

Steve Maravetz
President, Mount Vernon Area Arts Council, Inc.

K. Reports-Received/File

2017-2018

Public Library Director Year End Report 2015-2016

1. Library Programs

a. Early Literacy

- i. Cole Library hosts a preschool story time every Thursday morning at 9:30 a.m. I use a weekly theme that ties together stories, songs, fingerplays and a craft. Story Time lasts 30 minutes and is located in the Children's Room on first floor. During the summer months we change locations to a bigger room to accommodate the increase in children attending. We have had 1,383 attend story hour this year.
- ii. Cole Library hosts the Mount Vernon Preschool three year old and four year old classes monthly.
- iii. Book Buddies, a daycare delivery program, delivers 15 books in animal shaped backpacks monthly to Mount Vernon area daycares. This program is to support early literacy by providing a variety of appropriate literature to our young patrons who are unable to attend story time. Currently we are delivering to 4 daycares

b. Cole Community Events

- i. Cole Community Events are events of interest to adults in the community.
 1. Fall Celebrity Book Talk - 50
 2. Gardening Conversations -24
 3. Spring Book Talk - 50

c. Family Events

- i. Family Events provides the opportunity for families to visit the library for multi-aged program
 1. Summer Reading Kickoff @ Hills Bank – 210
 2. MacBride Raptor Program - 45
 3. Take A Break @ the Library Spring Break Programs – 102
 4. Jonathan May Magician – 100+

d. Young Adult Book Discussion Groups

The Young Adult book discussion groups include a middle school group and a high school group that meet monthly in the library to discuss their current book selections. The Public Library Assistant leads the discussions. The members choose the selections which are then purchased for them to keep by Hills Bank and Trust.

e. Evening Adult Book Discussion Group

Community of Readers is the adult book discussion group sponsored by Cole Library. The group meets monthly. The books are chosen by the members and vary in content. I am the facilitator for these discussions.

- n. **Early Out Movies for Children**
Cole Library provides an early out movie program for the early out release days at Washington Elementary School. Mount Vernon Bank and Trust support this program with free popcorn and a drink for all movie goers. This year 423 people attended.
- o. **Lego Club**
Lego Club is a fun and inviting way for children to explore and share their creativity. Each meeting children take time to build and play with our Lego's. At the end, they have the opportunity to sign "artist label" cards and display their Lego creation in the library until the next meeting. Due to the popularity of Lego Club it now meets weekly.
- p. **Crafternoons**
Crafternoons are an arts and crafts program for youth. We host one per week during the summer and every two weeks during the school year.
- q. **Teen Program – Role Playing Games (RPG)**
Role Playing Games continue at the library. The group has doubled in size over the last year. Games played included Dungeons & Dragons, Exalted, and Shadowrun. RPGs are collaborative storytelling games that teach participants strategy, problem solving, acting, and improvisational story telling.
- r. **School Partnership Program**
We are working with the Mount Vernon Community Schools and School Media Specialists to meet the needs of area students and teachers. In the fall elementary students walked with the media specialists to tour the library and get library cards so that they could use the library during the school year. During the month of December elementary students got to recommend a book for Cole Library to purchase for the Children's Room. The recommending student was then the first person to check the item out. In the spring I visited the elementary classes to talk about summer reading and invite them to the Summer Reading Kickoff Party and the library. I was also invited to speak in the spring to a group of parents about the library and the importance of reading during the summer months.

2. Professional Development.

- a. **Summer Library Workshop**
- b. **Town Hall Meeting with State Librarians**

Submitted 8/16
Cathy Boggs
Public Library Director

L. Discussion Items (No Action)

1. [Faint, illegible text]

AGENDA ITEM # L – 1 & 2

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

DATE:	September 7, 2016
AGENDA ITEM:	Streets and Storm Water
ACTION:	None

SYNOPSIS: Members of V&K Engineering's staff will be at the meeting to present the street evaluation report. They will also be discussing the storm water issues off of Scobey Rd and Lisbon Rd. I have enclosed the street evaluation table, but the maps will be presented at the meeting.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: Street Evaluation Table

PREPARED BY: Chris Nosbisch

DATE PREPARED: 9/1/16

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
September 7, 2016**

- Matt and I will be traveling to Peosta, Manchester and Oelwein to look at three additional community centers Friday, September 9, 2016
- I will be attending the Iowa League of Cities meeting in Des Moines September 14 - 16. I will be attending the ICMA Conference in Kansas City September 25-28.
- I was notified this past week that I am now an ICMA Credentialed Candidate. I will receive my full credential status as soon as my years of service requirement is met.