

# City of Mt. Vernon, Iowa

<b>Meeting:</b>	<b>Mt. Vernon City Council Meeting</b>
<b>Place:</b>	<b>Mt. Vernon City Hall, 213 First Street NW, Mt. Vernon, Iowa 52314</b>
<b>Date/Time:</b>	<b>September 18, 2017 – 6:30 PM</b>
<b>Web Page:</b>	<b>www.cityofmtvernon-ia.gov</b>
<b>Posted:</b>	<b>September 15, 2017</b>

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

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

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 – September 5, 2017 Regular Council Meeting
  - 2. Approval of Liquor License – CDG (Chili Cook Off)
  - 3. Approval of Fireworks Permit – Cornell College
- E. Public Hearing**
  - 1. None
- F. Ordinance Approval/Amendment**
  - 1. Ordinance #7-3-2017A: An Ordinance Vacating and Selling a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, Within the City Limits of Mt. Vernon, Linn County, Iowa
    - i. Motion to approve second reading and proceed with third reading (Council may suspend rules and proceed to third and final reading after vote of second reading)
- G. Resolutions for Approval**
  - 1. Resolution #9-18-2017A – Approving the Annual Urban Renewal Report for FY 2016-2017
- 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 Engineering Services Agreement with V&K Engineering – Sewer Plant Improvements - Council Action as Needed

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

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

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

1. None

**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.**

## **C. Communications**

September 4, 2017

To the Mayor, City Council Members,  
Parks and Recreation Members, City Administrator

We, the citizens who regularly swim laps  
in the Mt. Vernon swimming pool, write to  
commend the staff of the pool operation  
for their courtesy, welcoming attitude, and  
professional commitment through the summer  
season. We are especially grateful for the recent  
decision to heat the pool water, extending the season.  
Thank you everyone for the part you took in  
making our lap swim opportunity possible.

Sharon Hill  
Rob Sutherland  
Dorchen Sutherland  
Sara Ellison  
Lydia Witt  
Dee Anna Beeroat  
Hona Wilby  
Paula Adams

Janie Engelbrecht  
Janis Engelbrecht

## **D. Consent Agenda**

The Mount Vernon City Council met September 5, 2017 at the Mount Vernon City Hall Council Chambers with the following members present: Roudabush, Tuerler, Wieseler and Rose. Absent: Christensen.

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

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

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

Approval of City Council Minutes – August 21, 2017 Regular Council Meeting

Approval of Jason Blinks - Police Officer

### **Public Hearing**

Public Hearing for an Ordinance to Vacate and Sell a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, within the City Limits of Mt. Vernon, Linn County, Iowa (tabled July 3, 2017). Motion to untable made by Tuerler, seconded by Wieseler. Carried all. Absent: Christensen. Mayor Hampton declared the Public Hearing open. As there were no comments from the public Mayor Hampton closed the public hearing.

### **Ordinance Approval/Amendment**

Ordinance #7-3-2017A: An Ordinance Vacating and Selling a Portion of a Sixteen Foot Alley ROW Located Adjacent to 517 and 519 2<sup>nd</sup> Street NW and 514 and 518 3<sup>rd</sup> Street NW, Within the City Limits of Mt. Vernon, Linn County, Iowa (tabled July 3, 2017). Motion to untable made by Tuerler, seconded by Rose. Carried all. Absent: Christensen.

Motion to approve first reading and proceed with second reading (Council may suspend rules and proceed to third and final reading after vote of first reading). City Adm. Chris Nosbisch explained that there are two property owners that are interested in purchasing the alley. The City has been unsuccessful in contacting a third property owner. One of the property owners has expressed an interest in purchasing the entire alley if contact efforts remain unsuccessful. Tuerler motioned to approve the first reading of Ordinance #7-3-2017A, seconded by Roudabush. Carried all. Roll call vote. Motion passes. Absent: Christensen.

### **Resolutions for Approval**

Resolution #9-5-2017A – Accepting Work for the Project Known as the 10<sup>th</sup> Ave. SW and Palisades Road Intersection Improvements with Horsfield Construction, Inc. The final contract cost for the project is \$195,929.41. The retainage can be released 31 days after acceptance approval. Rose asked why there isn't a turning lane to which Nosbisch said there isn't enough ROW (right of way). Tuerler motioned to approve Resolution #9-5-2017A, seconded by Wieseler. Roll call vote. Motion passes. Absent: Christensen.

Resolution #9-5-2017B – Approving the Department of Transportation Street Finance Report for FY 2017. The City received \$559,391 in road use tax funds for FY17. The remaining balance was quite a bit larger than the beginning balance but most of those funds will be utilized in FY18. Wieseler motioned to approve Resolution #9-5-2017B, seconded by Rose. Roll call vote. Motion passes. Absent: Christensen.

## Motions for Approval

Consideration of Claims List – Motion to approve the Claims List made by Rose, seconded by Tuerler.

Carried all. Absent: Christensen.

BAUMAN AND COMPANY	UNIFORMS-P&A	68.25
BOBCAT OF CEDAR RAPIDS	HYDRAULIC FAN REPAIRS-RUT	266.89
BOBCAT OF CEDAR RAPIDS	SERVICE MANUAL-RUT	160.70
BOBCAT OF CEDAR RAPIDS	FILTER/HYDRAULIC FAN-RUT	94.22
BOBCAT OF CEDAR RAPIDS	CORD,SEAL-RUT	79.90
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-P&A,WAT	420.00
CARQUEST OF LISBON	VEHICLE MAINT-PW	469.47
CEDAR VALLEY HUMANE SOCIETY	ANIMAL CONTROL	395.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PD,P&REC,P&A	272.20
CENTRAL IOWA DISTRIBUTING	SUPPLIES-P&A	108.80
CHRIS NOSBISCH	MILEAGE-P&A	108.07
COGRAN SYSTEMS	ONLINE REGISTRATION FEES-P&REC	48.00
DIESEL TURBO SERVICES INC	BALL JOINTS-PW	928.08
DIESEL TURBO SERVICES INC	THERMOSTAT,GASKET-RUT	817.63
DOUGLAS STEINMETZ ARCHITECT	TAN AGREEMENT EXP-MVHPC	75.00
ELECTRONIC ENGINEERING CORP	INFORMATION SYSTEMS	319.60
GARY'S FOODS	SUPPLIES-POOL	162.93
GORDON LUMBER COMPANY	BLDG SUPPLIES-RUT	350.98
HAWKEYE COMMUNITY COLLEGE	ACADEMY-PD	3,400.00
HAWKEYE READY MIX	STREET PATCH-RUT	693.97
HORSFIELD CONSTRUCTION INC	10TH AVE/PALISADES PROJECT	2,203.48
IOWA SOLUTIONS INC	DBR BACKUP-ALL DEPTS	350.00
JASON BLINKS	MEALS-PD	9.73
JASON BLINKS	MEALS,LODGING,TRAVEL-PD	78.43
JOAN BURGE	CLEANING SERVICE-P&A	120.00
KIESLER'S POLICE SUPPLY INC	GLOCK-PD	429.00
KINGS MATERIAL INC	PARKING CURB STOP-RUT	514.19
KLUESNER CONSTRUCTION INC	CRACK SEALING-RUT	30,225.45
KLUESNER CONSTRUCTION INC	CRACK SEALING-RUT	2,872.63
KLUESNER CONSTRUCTION INC	CRACK SEALING-RUT	1,827.81
KROUL FARM GARDENS	BEAUTIFICATION	178.00
LINN CO-OP OIL CO	FUEL-PW	2,232.96
LINN COUNTY PLANNING & DEV	BLDG PERMIT FEES/INSPECTIONS	681.00
LYNCH FORD	5K MI MAINT,OIL/FILTER CHG-RUT	113.27
LYNCH FORD	5K MI MAINT,OIL/FILTER CHG-RUT	113.27
LYNCH FORD	5K MI MAINT,OIL/FILTER-RUT	38.31
LYNCH FORD	ANTI-FREEZE-RUT	42.40
LYNCH FORD	FLAT TIRE REPAIR-RUT	22.04
MATT SIDERS	MILEAGE-P&REC	74.90
MEMORIALS BY MICHEL	STONE,FOUNDATION/MOVE-CEM	1,092.00
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	80.56
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT	60.79
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&A	1,081.80
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS-PD	6.00
NEAL'S WATER CONDITIONING	WATER/SALT-RUT,P&A	54.15
NORTHWAY CORP	WELL #5 PIPE REPLACEMENT-WAT	7,173.60
P&K MIDWEST INC	HEAD GASKET REPAIR-RUT	789.49
PACE SUPPLY	SEEDING,FERTILIZER-RUT	478.00
PAYROLL	CLAIMS	67,312.98
PERSONAL TOUCH EMBROIDERY	UNIFORMS-PD	87.00
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	370.79

QUALIFICATION TARGETS	SUPPLIES-PD	9.00
RACOM CORPORATION	BODY CAMERA INSTALLATION-PD	760.00
RICKARD SIGN AND DESIGN CORP	CITY LOGO CUT-PD	122.50
RICKARD SIGN AND DESIGN CORP	LETTERS-SW	120.00
ROTO-ROOTER	JET/CLEAN STORM INLETS-ST WAT	600.00
SIMMERING CORY IOWA CODIFICATION	CODE UPDATES-P&A	636.00
SITE ONE LANDSCAPE SUPPLY	GRASS SEED,ROUNDUP-RUT	436.23
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-PD	20.00
STAPLES ADVANTAGE	INK CARTRIDGES,MISC-POOL,P&A	114.44
STAR EQUIPMENT LTD	BLADE SHAFT ASSY-RUT	413.51
TASC	ADMIN FEE-ALL DEPTS	92.49
TECHNICOM COMMUNICATIONS SYSTEM	PHONE PROGRAMMING-P&A	47.00
TREASURER STATE OF IOWA	SALES TAX	3,735.00
TREASURER, STATE OF IOWA	AUGUST SALES TAX	3,728.00
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	2,271.47
US CELLULAR	CELL PHONE-ALL DEPTS	324.91
VALLEY ATHLETICS	FIELD MARKING PAINT-P&REC	134.97
VEENSTRA & KIMM INC	10TH ST/PAL INTERSECTION RES REVIEW	2,466.22
VEENSTRA & KIMM INC	WASTEWATER FACILITY PLAN	2,258.64
VEENSTRA & KIMM INC	CITY ENGINEERING GENERAL	1,339.50
VEENSTRA & KIMM INC	SIDEWALK REPAIR PROGRAM	891.45
VEENSTRA & KIMM INC	ALLEY EVALUATION	87.05
VERMEER SALES & SERVICE INC	SHARPEN BLADES-SW	80.00
WAPSI WASTE SERVICE	RECY-SW	817.00
WAPSI WASTE SERVICE	GB,RECY,LEAF-SW	23,938.32
WATER SOLUTIONS UNLIMITED INC	CHEMICALS-WAT	3,930.00
	TOTAL	179,327.42

Discussion and Consideration of Letter of Engagement with Ahlers Cooney Attorneys – Urban Renewal - Council Action as Needed. The Engagement Letter explains the services provided and costs associated with the urban renewal amendments for two development agreements. The City will recoup the costs through TIF rebates. Tuerler motioned approval of the Engagement agreement, seconded by Roudabush. Carried all. Absent: Christensen.

Discussion and Consideration of Amendments to the LMVAS By-Laws – Council Action as Needed. The LMVAS Board of Directors asked Council to consider allowing the creation of the 9<sup>th</sup> Board member. Motion to approve the changes to the LMVAS By-Laws made by Tuerler, seconded by Rose. Carried all. Absent: Christensen.

Discussion and Consideration of Mural Request – 104 2<sup>nd</sup> Ave. NW (Zoe's Pet Deli) – Council Action as Needed. At a previous meeting Diane Crowley asked Council to consider approving a mural on her building at 104 2<sup>nd</sup> Ave NW. Since then staff has received only one favorable email and no opposing comments from the public. Murals are exempt from the sign ordinance as long as it does not advertise a business. Rose motioned to approve the mural plan for the side of 104 2<sup>nd</sup> Ave NW, seconded by Tuerler. Carried all. Absent: Christensen.

### **Reports of Mayor/Council/Administrator**

Mayor's Report. The dog swim was a success.

Council Reports. As Cornell's' representative Wieseler reported that enrollment is up.

City Administrator's Report. Tree trimming will continue this fall. Staff held a conference call with Weidt Group on the findings of the energy efficiency modeling program. The Housing Commission will be meeting soon to finalize their priority list for the coming months. Staff is looking to have an IT audit completed for the City at a cost of \$350-\$500.00. This will help determine whether or not changes need to be made to our security system. Several homeowners have contacted staff wanting the City to repair their sidewalks.

#### **Closed Session**

Pursuant to Chapter 21.5 (1) J, the City Council may enter into closed session, "to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for the property." Rose motioned to go into closed session, seconded by Wieseler, the time being 6:57 p.m. Carried all. Absent: Christensen.

Exit Closed Session – Council Action as Needed. At 7:23 p.m. Rose motioned to come out of Closed Session, seconded by Tuerler. Carried all. Absent: Christensen. Rose motioned for staff to make an offer with purchase agreement based upon conditions of sale, seconded by Tuerler. Carried all. Absent: Christensen.

Adjournment. As there was no further business to attend to the meeting adjourned, the time being 7:25 p.m., September 5, 2017.

Respectfully submitted,  
Sue Ripke  
City Clerk

## Marsha Dewell

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**From:** Licensing@IowaABD.com  
**Sent:** Thursday, September 07, 2017 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
	Pending Dram Shop	CDG (108 1st St E Mount Vernon Iowa, 52314)

Please do not respond to this email. To check the status of your application follow these steps:

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

For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)

## FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 18 day of May, 2017, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and Cornell College, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$4000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of September 22, 2017 at approximately 8:45 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

**1. Firing of Display (check one of the below options):**

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

**2. Payment. The Buyer shall pay to the Seller (check one of the below options):**

the sum of \$ \_\_\_\_\_ as a down payment upon execution of this Agreement. The balance of \$ \_\_\_\_\_ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$ 4000.00 in full by July 14th, 2017 (70 days prior to the event date).  
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ \_\_\_\_\_ in full by \_\_\_\_\_ (30 days prior to event date).  
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

**3. Weather Delay/Cancellation.** Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

\*\* Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of TBD or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance. (Check one of the below options):**

X Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

       Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: Kathleen Gauer  
J & M Displays, Inc.  
SELLER

BY: \_\_\_\_\_  
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.



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

**AGENDA ITEM # F – 1**

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

<b>DATE:</b>	September 18, 2017
<b>AGENDA ITEM:</b>	Ordinance – Vacate and Sell
<b>ACTION:</b>	Motion

**SYNOPSIS:** Staff has not received any written or verbal communication regarding this application.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Ordinance

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 9/14/17

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

AN ORDINANCE VACATING AND SELLING A PORTION OF A SIXTEEN FOOT ALLEY LOCATED ADJACENT TO 517 AND 519 2<sup>ND</sup> STREET NW AND 514 AND 518 3<sup>RD</sup> STREET NW, WITHIN THE CITY LIMITS OF MT. VERNON, LINN COUNTY, IOWA.

SECTION 1: That portion of public property illustrated in Exhibit "A", and legally described in Exhibit "B" attached hereto and made a part thereof, be hereby vacated.

SECTION 2: The City of Mt. Vernon hereby approves the sale of the property listed in Section 1 and described in Exhibit "B", to the neighboring property owners for \$.50 a square foot plus \$350 in administrative fees per deed, subject to conditions listed in Exhibit "C", attached hereto and made a part thereof.

SECTION 3: The City Attorney shall prepare deeds based on the legal descriptions in Exhibit "B" and the Mayor is hereby authorized to execute such deeds transferring the ownership of the property contingent upon the conditions listed in Exhibit "C".

SECTION 4: SAVINGS CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

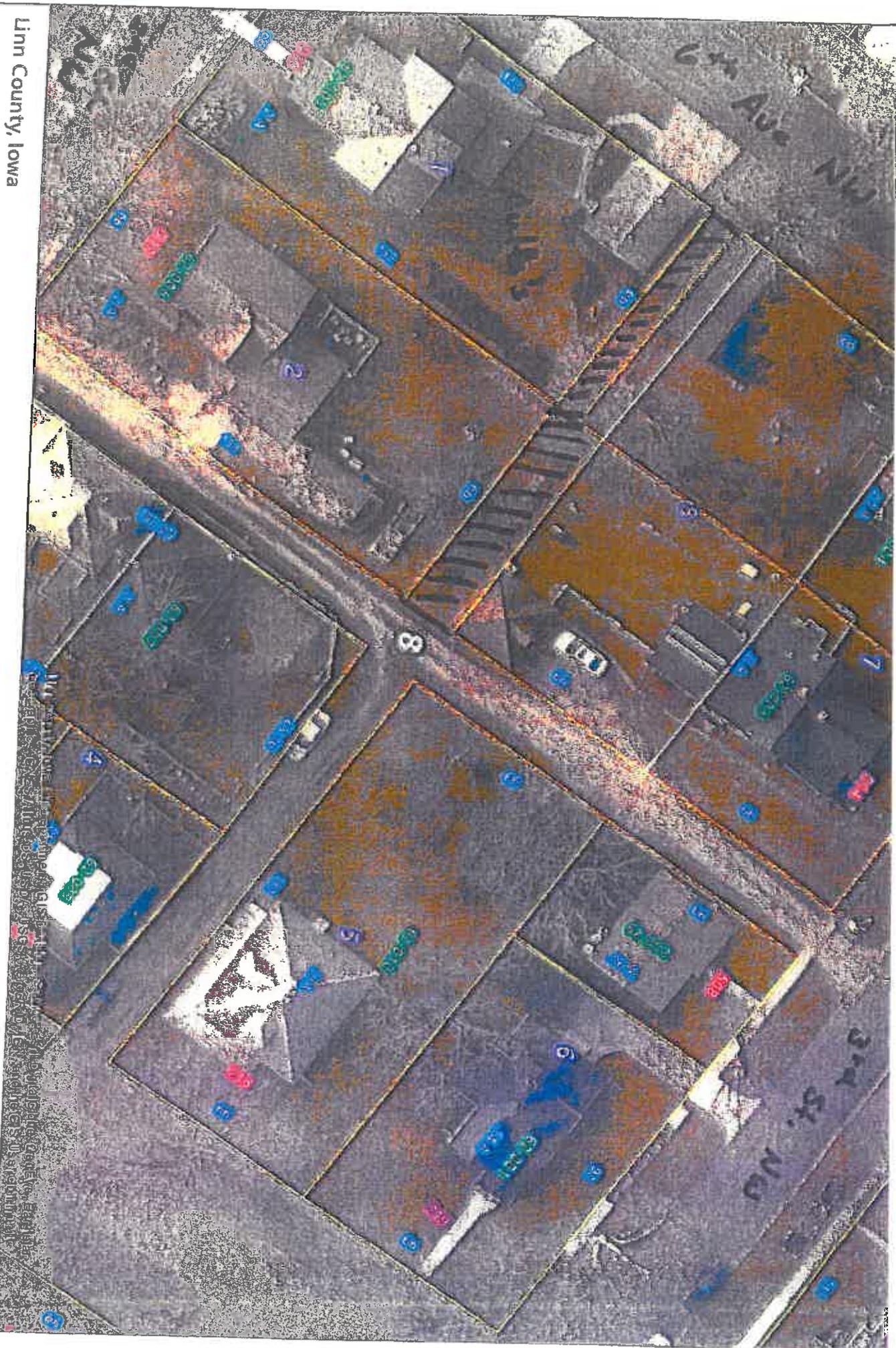
Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Jamie Hampton – Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke – City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2017.

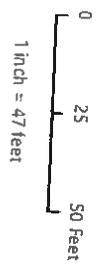


Linn County, Iowa

Linn County, Iowa Land Records

Date Printed: 6/16/2017 8:56:07 AM

Exhibit A



Linn County, Iowa  
Linn County, Iowa has  
adopted a policy of  
providing information  
regarding the location  
of land parcels, and  
the location of parcels  
owned by the state of  
Iowa.



"Exhibit B, Property Description"

Beginning at the Northwest corner of Lot 1, Block 8 of Bowmans Second Addition to the Town of Mt. Vernon, thence easterly 132 feet to the northeast corner of Lot 2, Block 8 of Bowmans Second Addition to the Town of Mt. Vernon, thence northeasterly 16 feet to the southeast corner of Lot 8, Block 8 of Bowmans Second Addition to the Town of Mt. Vernon, thence northwesterly 66 feet along the lot line of Lot 8, Block 8 of Bowmans Addition to the Town of Mt. Vernon to a point, thence southwesterly 8 to a point in the center of the alley right of way, thence northwesterly 66 to a point, thence southwesterly 8 feet to the point of beginning.

"Exhibit C, Conditions"

1. Each property owner adjacent to the said alley described within this ordinance shall have the right of first refusal to purchase their portion. Those wishing not to purchase may sign a waiver indicating their desire to not purchase the property.
2. (Possible addition of easement for gas and/or electric)

## **G. Resolutions for Approval**

**AGENDA ITEM # G – 1**

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

**DATE:** September 18, 2017

**AGENDA ITEM:** Resolution #9-18-2017A

**ACTION:** Motion

**SYNOPSIS:** This is the annual report that is required to be certified to the Iowa Department of Management by December 1 of each year. As of July 31, 2017, the total outstanding TIF debt was \$2,143,460. The annual expenditure for the 2016-2017 FY was \$667,646. This includes \$100,000 for the sidewalk program and \$30,000 for the 2011B bonds that are now paid off. The City also has a cash balance of \$10,537 in the low to moderate income set aside account. These dollars must be used for qualifying low to moderate income programs.

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Resolution and Report

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 9/14/17

RESOLUTION #9-18-2017A

A Resolution approving the Urban Renewal Report for FY17.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to \_\_\_\_\_  
Resolution #9-18-2017A

Resolution #9-18-2017A \_\_\_\_\_ On September 18, 2017, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL  
MOUNT VERNON, IOWA

\_\_\_\_\_  
Jamie Hampton, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke  
Assistant City Administrator/Clerk

## Annual Urban Renewal Report, Fiscal Year 2016 - 2017

### Levy Authority Summary

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

#### Active Urban Renewal Areas

MT. VERNON URBAN RENEWAL

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

**TIF Debt Outstanding: 2,143,460**

<b>TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:</b>	<b>506,170</b>	<b>10,537</b>	<b>Amount of 07-01-2016 Cash Balance Restricted for LMI</b>
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TIF Revenue:	741,473
TIF Sp. Revenue Fund Interest:	893
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
<b>Total Revenue:</b>	<b>742,366</b>

Rebate Expenditures:	0
Non-Rebate Expenditures:	667,646
Returned to County Treasurer:	0
<b>Total Expenditures:</b>	<b>667,646</b>

<b>TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:</b>	<b>580,890</b>	<b>10,537</b>	<b>Amount of 06-30-2017 Cash Balance Restricted for LMI</b>
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**Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 894,924**

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

**Urban Renewal Area Data Collection**

Local Government Name: MOUNT VERNON (57G548)  
 Urban Renewal Area: MT. VERNON URBAN RENEWAL  
 UR Area Number: 57043

UR Area Creation Date: 07/1993

UR Area Purpose: To promote economic development and stimulate private investments to create a sound economic base.

**Tax Districts within this Urban Renewal Area**

	Base No.	Increment No.	Increment Value Used
MT VERNON CITY/MT VERNON SCH/ INCR	57245	57246	18,135,763
MT VERNON CITY AG/MT VERNON SCH/ INCR	57247	57321	0
MT VERNON CITY/MT VERNON SCH/ #2 UR INCR	57618	57619	3,399,498
MT VERNON CITY AG/MT VERNON SCHOOL/AMEND # 2 UR TIF INCREMENT	57620	57621	0

**Urban Renewal Area Value by Class - 1/1/2015 for FY 2017**

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	3,199,300	198,384,100	28,673,910	801,200	0	-229,648	239,332,552	0	239,332,552
Taxable	1,475,093	110,352,897	25,806,520	721,080	0	-229,648	145,460,389	0	145,460,389
Homestead Credits									845

**TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:** 506,170      10,537      Amount of 07-01-2016 Cash Balance Restricted for LMI

TIF Revenue: 741,473  
 TIF Sp. Revenue Fund Interest: 893  
 Property Tax Replacement Claims: 0  
 Asset Sales & Loan Repayments: 0  
**Total Revenue: 742,366**

Rebate Expenditures: 0  
 Non-Rebate Expenditures: 667,646  
 Returned to County Treasurer: 0  
**Total Expenditures: 667,646**

**TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:** 580,890      10,537      Amount of 06-30-2017 Cash Balance Restricted for LMI

## Projects For MT. VERNON URBAN RENEWAL

### WWTP

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

### Street Construction

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

### Water Line Project

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

### Fire Station Land

Description: Acquire land for new fire station.  
Classification: Acquisition of property  
Physically Complete: Yes  
Payments Complete: No

### Business Grants

Description: Grants to business owners for building improvements.  
Classification: Commercial - retail  
Physically Complete: Yes  
Payments Complete: No

### Fire Station

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

### Swimming pool rehab

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

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

### **Sidewalk Project**

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

## Debts/Obligations For MT. VERNON URBAN RENEWAL

### 2007 G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,435,000
Interest:	190,462
Total:	1,625,462
Annual Appropriation?:	No
Date Incurred:	05/01/2007
FY of Last Payment:	2022

### 2010B G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	30,000
Interest:	543
Total:	30,543
Annual Appropriation?:	No
Date Incurred:	12/01/2010
FY of Last Payment:	2017

### 2010A G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	190,000
Interest:	15,345
Total:	205,345
Annual Appropriation?:	No
Date Incurred:	10/19/2010
FY of Last Payment:	2020

### 2012 G.O. Bonds Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	10/10/2012
FY of Last Payment:	2016

### 2014 G.O. Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	170,000
Interest:	12,110
Total:	182,110
Annual Appropriation?:	No
Date Incurred:	09/22/2014
FY of Last Payment:	2021

## Due to Cap. Proj.-Sidewalk Fund

Debt/Obligation Type:	Internal Loans
Principal:	100,000
Interest:	0
Total:	100,000
Annual Appropriation?:	No
Date Incurred:	06/30/2016
FY of Last Payment:	2016

## Non-Rebates For MT. VERNON URBAN RENEWAL

TIF Expenditure Amount:	190,266
Tied To Debt:	2007 G.O. Bonds
Tied To Project:	WWTP
TIF Expenditure Amount:	262,682
Tied To Debt:	2007 G.O. Bonds
Tied To Project:	Street Construction
TIF Expenditure Amount:	21,991
Tied To Debt:	2010B G.O. Bonds
Tied To Project:	Fire Station Land
TIF Expenditure Amount:	7,197
Tied To Debt:	2010B G.O. Bonds
Tied To Project:	Business Grants
TIF Expenditure Amount:	50,368
Tied To Debt:	2010A G.O. Bonds
Tied To Project:	Fire Station
TIF Expenditure Amount:	1,355
Tied To Debt:	2010B G.O. Bonds
Tied To Project:	Business Grants
TIF Expenditure Amount:	33,787
Tied To Debt:	2014 G.O. Bonds
Tied To Project:	Swimming pool rehab
TIF Expenditure Amount:	100,000
Tied To Debt:	Due to Cap. Proj.-Sidewalk Fund
Tied To Project:	Sidewalk Project

## Income Housing For MT. VERNON URBAN RENEWAL

Amount of FY 2017 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
<hr/>	
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

**TIF Taxing District Data Collection**

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

TIF Taxing District Base Year:	1992		<b>UR Designation</b>
FY TIF Revenue First Received:	1993	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	07/1993

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	112,131,800	25,917,260	662,000	0	-114,824	144,848,576	0	144,848,576
Taxable	0	62,374,317	23,325,535	595,800	0	-114,824	91,573,483	0	91,573,483
Homestead Credits									426

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	23,997,762	91,573,483	18,135,763	73,437,720	2,555,771

FY 2017 TIF Revenue Received: 623,844

**TIF Taxing District Data Collection**

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

TIF Taxing District Base Year:	1992		<b>UR Designation</b>
FY TIF Revenue First Received:	1993	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	07/1993

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	3,199,300	0	0	0	0	0	3,199,300	0	3,199,300
Taxable	1,475,093	0	0	0	0	0	1,475,093	0	1,475,093
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	912,027	1,475,093	0	1,475,093	36,592

FY 2017 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2016 - 2017

**TIF Taxing District Data Collection**

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

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2006

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	86,252,300	2,756,650	139,200	0	-114,824	91,284,676	0	91,284,676
Taxable	0	47,978,580	2,480,985	125,280	0	-114,824	52,411,813	0	52,411,813
Homestead Credits									419

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	74,234,309	17,165,191	3,399,498	13,765,693	479,072

FY 2017 TIF Revenue Received: 117,629

**TIF Taxing District Data Collection**

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

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2006

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

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

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	0	0	0	0	0

FY 2017 TIF Revenue Received: 0

## **J. Motions for Approval**

CITY OF MOUNT VERNON  
CLAIMS FOR APPROVAL, SEPTEMBER 18, 2017

PAYROLL	CLAIMS	65,413.55
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT-ECON DEV	19,603.15
CLIFTON LARSON ALLEN	AUDITOR FEES-P&A	9,700.00
CARRICO AQUATIC RESOURCES INC	CHEMICALS-POOL	4,637.91
IOWA DEPT OF TRANSPORTATION	3&4' INSERTS-RUT	2,874.93
STATE HYGIENIC LAB	TESTING-SEW	2,177.00
BARNYARD SCREEN PRINTER LLC	T-SHIRTS-P&REC	1,988.00
WEX BANK	FUEL-PD,WAT,SEW	1,058.65
MV ACE HARDWARE	SUPPLIES-ALL DEPTS	1,016.89
NORTHWAY CORP	WELL #5/DEDUCTIBLE ON CLAIM	1,000.00
RHINO INDUSTRIES INC	CHEMICALS-SEW	1,000.00
IOWA ASSOC OF MUNICIPAL UTILITIES	MEMBERSHIP-PW	980.48
WENDLING QUARRIES	ROAD ROCK-RUT	866.35
AHLERS & COONEY P.C.	LEGAL FEES-P&A,LOST I	769.50
GALLS INC	UNIFORMS-PD	576.66
ROTO-ROOTER	6TH ST & HWY 1 NE-SEW	570.00
TEMP VENDOR	CARTRIDGE-PD	552.80
DOORS INC	LOCKSET-POOL	465.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINTENANCE PLAN/COPIES	459.15
MOUNT VERNON LISBON SUN	ADS/PUBLICATIONS-P&REC,POOL	446.75
NATHAN GOODLOVE	FIRE CHIEF PAY-FD	416.67
ELDON DOWNS	CELL PHONE STIPEND-PW	400.00
EVERETT THOMPSON	INTERN-MVHPC	380.00
BROWN SUPPLY COMPANY	SUPPLIES-WAT	355.00
ALLIANT IES UTILITIES	ENERGY USAGE-FD	289.98
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-PD	249.00
STATE OF IOWA	ELEVATOR PERMIT/INSPECTION-P&A	175.00
KONE INC	ELEVATOR MAINT CONTRACT-P&A	166.23
EVIDENT INC	SUPPLIES-PD	153.42
LINN COUNTY PUBLIC HEALTH	AIR PERMITS RENEWAL	140.00
VALLEY ATHLETICS	FIELD MARKING PAINT-P&REC	134.97
SUSAN SEE	WATER EXCERCISE-POOL	125.00
SHERWIN WILLIAMS CO.	FIELD PAINT-P&REC	124.54
US CELLULAR	CELL PHONE-PD	116.17
KIECKS	UNIFORMS-PD	115.90
RACOM CORPORATION	VEHICLE REPAIRS-PD	95.00
ALLIANT IES UTILITIES	ENERGY USAGE-ST LIGHTS	91.63
JACQUELINE ENGELBRECHT	WATER EXERCISE-POOL	75.00
UNITYPOINT CLINIC-OCCUPATIONAL	DRUG TESTING-PD,RUT	74.00
BSN SPORTS COLLEGIATE PACIFIC	REF FLAG,MOUTH GUARDS-P&REC	68.53
FRANCESCA LEE THOMPSON	CLEANING SERVICE-P&A	60.00
JOAN BURGE	CLEANING SERVICE-P&A	60.00
AIRGAS INC	CYLINDER RENTAL FEE-PW	57.32
SUE RIPKE	UNIFORMS-P&A	49.97
CENTURY LINK	PHONE CHGS-PD	37.20
ALLIANT IES UTILITIES	ENERGY USAGE-P&REC	32.23
SPRAY-LAND USA	SUPPLIES-RUT	32.10
IOWA SOLUTIONS INC	PATCH MGMT-PD	25.00
CAREPRO PHARMACY	SUPPLIES-POOL	24.11
ST LUKE'S WORK WELL SOLUTIONS	DRUG TEST-RUT	20.00
CAREPRO PHARMACY	SUPPLIES-P&A	17.93
MOUNT VERNON POLICE RESERVES	SPECIAL EVENTS-PD	15.50
	TOTAL	120,334.17

**AGENDA ITEM # J - 2**

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

<b>DATE:</b>	September 18, 2017
<b>AGENDA ITEM:</b>	Engineering Services Agreement
<b>ACTION:</b>	Motion

**SYNOPSIS:** The attached engineering services agreement with V&K Engineering is for the design and oversight of the wastewater treatment plant improvements. The total estimated project cost is \$1.7 million, with \$225,000 included for engineering fees. V&K has been working on the initial compliance filings with the Iowa DNR, and would start the final design phase in earnest this month. The project is slated for completion in July of 2019. The project will include the mandated UV disinfection, estimated at \$900,000, along with the rebuilding and/or replacement of the two screw pumps (exhibit A).

**BUDGET ITEM:** N/A

**RESPONSIBLE DEPARTMENT:** City Administrator

**MAYOR/COUNCIL ACTION:** Motion

**ATTACHMENTS:** Letter of Engagement

**PREPARED BY:** Chris Nosbisch

**DATE PREPARED:** 9/14/17

**ENGINEERING SERVICES AGREEMENT**

**WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2018  
MOUNT VERNON, IOWA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Mount Vernon, a Municipal Corporation, hereinafter referred to as the "**CITY**", and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22<sup>nd</sup> Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the "**CONSULTANT**."

**WHEREAS**, the **CITY** desires to construct improvements to the wastewater treatment facility, referred to as the "Project"; and

**WHEREAS**, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the design of needed improvements; and

**WHEREAS**, the **CONSULTANT** is qualified and capable of supplying said engineering services; and

**WHEREAS**, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project under the terms and conditions set forth below.

**NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:**

**I. SCOPE OF SERVICES.**

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

**II. TIME OF COMPLETION.**

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

### III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.
2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the Mount Vernon City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the Mount Vernon City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the **CONSULTANT** may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY's** requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT**.

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Mount Vernon City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY's** use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep reproducible copies for the **CONSULTANT's** own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY**.

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT's** ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall furnish the **CITY** with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the **CITY** is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$7,000,000/7,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$2,000,000/\$2,000,000

\*Occurrence/Aggregate

\*\*The City is not to be named as an additional insured.

\*\*\* Claims made basis

The **CONSULTANT** shall take all necessary steps to preserve the **CITY's** defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

#### IV. **COMPENSATION FOR SERVICES.**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a fee of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00). Said fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT's** understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the Mount Vernon City Council at its next regularly scheduled meeting.

#### **V. INDEMNIFICATION.**

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

#### **VI. HAZARDOUS MATERIALS.**

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

#### **VII. INTERPRETATION.**

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

#### **VIII. SURVIVAL.**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

## **IX. CONTROLLING LAW.**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Linn County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suite or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

## **X. HEADINGS.**

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

## **XI. SEVERABILITY.**

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XII. LEGAL SERVICES.** The **CITY** shall provide the services of a competent Attorney experienced in legal matters pertaining to this type of Project. The **CONSULTANT** shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

**XIII. CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the **CITY** requires additional services of the **CONSULTANT** in connection with the Project, the **CONSULTANT** shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work.

The method of compensation for authorized Extra Work shall be mutually agreed upon between the **CITY** and **CONSULTANT** at the time the work shall be authorized by the **CITY**.

## **XIV. AUTHORITY.**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**XV. FINAL AGREEMENT.**

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the Project, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

**ACCEPTED & AGREED:**

**VEENSTRA & KIMM, INC.**

**CITY OF MOUNT VERNON, IOWA**

\_\_\_\_\_  
An Authorized Representative

\_\_\_\_\_  
Jamie Hampton, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
An Authorized Representative

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

## ENGINEERING SERVICES AGREEMENT

### WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2018 MOUNT VERNON, IOWA

#### EXHIBIT "A"

#### SCOPE OF SERVICES

The following scope of work describes the services to be provided by the **CONSULTANT** for the Wastewater Treatment Facility Improvements 2018 project for the City of Mount Vernon. The Project will include design services and preparation of plans and specifications for the improvements. The **CONSULTANT** will also provide bidding services and preparation of permit applications.

#### PROJECT DESCRIPTION

It is understood and agreed that the Project shall consist of the improvements as described in the Wastewater Treatment Facility Plan including the following:

1. Improvements to the existing screw pumps which includes removal of fiberglass structure and rehabilitation/replacement of screw pumps.
2. Construction of a new concrete flow splitter box between the aeration basins and the final clarifiers.
3. Improvements to the two final clarifier mechanisms including sandblasting, welding and re-coating.
4. Construction of a UV disinfection system between the final clarifiers and the existing outlet manhole.
5. Site improvements to address minor drainage issues.

## **BASIC SERVICES**

The Consultant shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Topographic and existing utility surveying of the site as necessary for preparation of plans and specifications.
2. Attend design conferences with the Owner as may be necessary to make decisions as to the details of design of the project. The Consultant shall make periodic progress reports to the City Council, as necessary.
3. Prepare final site layout.
4. Consultant shall prepare such preliminary and final plans and specifications as necessary for construction of improvements. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Preliminary plans and specifications (30% and 60%) shall be submitted to the Owner for review prior to completion of preparation of final plans and specifications. Approximately two weeks of review time is anticipated for review of each set of preliminary plans.
5. Consultant shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Consultant's best knowledge at the time of preparation of the estimate of cost. The Consultant shall not be responsible if the construction contract awarded for the Project varies from the Consultant's estimate of cost. The Consultant shall advise and assist the Owner, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
6. Consultant shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources, FEMA, US Army Corps of Engineers, and any other regulatory agency having jurisdiction over the activities included in the Project. Consultant shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Consultant's fees.
7. Consultant shall assist the Owner in complying with the requirements of the SRF Loan program. Services by the Consultant shall include coordination of the agency review, public hearing and other preliminary activities necessary to obtain the approval and funding of the Project. Services by the Consultant during design and construction shall include satisfying the requirements of the Iowa Department of Natural Resources and obtaining the necessary construction permit. Services during construction shall include providing documentation to the Iowa Department of Natural Resources, reviewing payrolls submitted by the Contractor, and coordinating Project review and inspection. The Owner shall be responsible for completing the loan documents and for submitting reimbursement requests to the State during construction.
8. Consultant shall prepare a scope of work for geotechnical investigation, including soil borings, required during the design phase of the Project. Consultant shall review with the Owner the scope of geotechnical investigation and quotation received from the geotechnical consultant. The Consultant shall coordinate the services of the geotechnical consultant including review of the findings of the geotechnical work and

incorporation of the findings in the design of the Project. The actual cost for the geotechnical consultant shall be paid directly by the Owner. The cost of the Consultant relating to coordinating and managing the geotechnical services are included as a part of the scope of work under this Agreement.

9. The Consultant shall assist in the preparation of the notice to contractors and shall provide plans and specifications to prospective bidders. Publication cost shall be paid by the Owner.
10. The Owner shall compensate the Consultant for the actual cost of the plans and specifications provided to contractors, plan rooms, and suppliers during project bidding. The cost of plans shall be separate from the fee under this Agreement.
11. The Project shall be bid at one letting and under one contract. The Consultant shall have a representative present when the bids and proposals are opened and shall prepare a tabulation of bids for the Owner. Consultant shall advise as to the responsiveness of the bidders and assist in making the award of contract. Consultant shall prepare necessary contract documents following award. Consultant shall not be responsible for advising the Owner as to the responsibility of any bidder.
12. The Consultant shall provide general services during construction including:
  - a. Consultant shall conduct a preconstruction conference attended by representatives of the Owner, Consultant, and contractor to discuss details of the project.
  - b. Consult and advise with the Owner.
  - c. Periodic visits to the site during construction.
  - d. Assist Contractor in interpretation of plans and specifications.
  - e. Review drawings and data of manufacturers.
  - f. Coordinate and review work of testing laboratories for compaction and concrete tests.
  - g. Process and certify payment estimates of the Contractor to the Owner.
  - h. Prepare amendments to the contract documents, as necessary, to show major changes made during construction.
  - i. Provide information as necessary to include the establishment of required benchmarks and baselines for locations, elevations, and grades of construction. Detailed construction staking for the Project shall be performed by the Contractor.
13. Consultant shall make a final review after construction is complete to determine that the construction is substantially in compliance with the plans and specifications. The Consultant shall certify to the Owner that construction is substantially in compliance with the plans and specifications.
14. Consultant shall provide the Owner with two (2) complete sets of plans showing final construction. Information on details determined in the field during construction will be incorporated on the final plans in accordance with information furnished by the construction reviewer, the Owner, and the Contractor. As built drawings are based on the best available information and are not verified for accuracy.
15. Construction Observation and Resident Review services are understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. The consultant shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the

construction work. On-site review shall take place on a part time basis during the construction work on the Project.

16. Owner shall provide the services of the City Attorney in matters pertaining to this Project. The Consultant shall cooperate with the Owner's attorney and shall comply with his/her requirements as to form of contract documents and procedures relative to them.

## **SERVICES NOT INCLUDED**

The following is a partial list of services not included under this Agreement:

1. Soil borings, geotechnical investigation, compaction testing and contaminated soil investigations are not included in this Agreement.
2. Environmental studies, archaeological investigation, and wetland determinations are not included in this Agreement.
3. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the projects included in this Agreement.
4. Topographic survey beyond that previously identified in the scope of work is not included in this Agreement.
5. Legal surveys to identify property boundaries are not included in this Agreement.
6. Materials testing and inspections other than those completed as part of the resident review on the site of the Project are not included in this Agreement.
7. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
8. Services required for re-design as a result of substitute products during the construction phase.
9. Services required as a result of Owner providing incomplete or incorrect Project information.
10. Construction staking
11. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with Owner's program or other instruction.
12. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current laws and regulations.
13. Noise and/or odor studies.
14. Preparation of more than one bid package.
15. Meetings and negotiations with property owners.

## ENGINEERING SERVICES AGREEMENT

### WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2018 MOUNT VERNON, IOWA

#### EXHIBIT "B"

##### TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that **TIME IS OF THE ESSENCE** of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Kickoff Meeting by September 21, 2017.
2. Topographic Survey by October 13, 2017.
3. Preliminary plans and specifications for City review by November 22, 2017.
4. Final construction plans and specifications shall be delivered by January 1, 2018.
5. Submittal of the IDNR Construction Permit shall be completed by January 1, 2018.
6. Anticipated bid date for the project is February 1, 2018.
7. Project Award by March 1, 2018.
8. Project completion is to be scheduled for July 1, 2019.

The **CONSULTANT** shall not be responsible for delays in approval or other actions by governmental agencies or by delays in obtaining easements which may delay the time of completion for services.

**ENGINEERING SERVICES AGREEMENT**

**WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2018  
MOUNT VERNON, IOWA**

**EXHIBIT "C"**

**COMPENSATION FOR SERVICES:**

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the lump sum fee of One Hundred Thirty-Nine Thousand Dollars (\$139,000);
2. For **GENERAL SERVICES**, the lump sum fee of Forty-One Thousand One Hundred Twenty Dollars (\$41,120);
3. For **RESIDENT REVIEW**, the estimated fee of Forty-Four Thousand Eight Hundred Eighty Dollars (\$44,880); based on providing 680 hours of review time at \$66/hour, plus direct expenses.

Said total fees shall be paid by the **CITY** to the **CONSULTANT** shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the Mount Vernon City Council at the next regularly scheduled Council Meeting.

**ENGINEERING SERVICES AGREEMENT**

**WASTEWATER TREATMENT FACILITY IMPROVEMENTS 2018  
MOUNT VERNON, IOWA**

**EXHIBIT "D"**

"The Companies affording coverage and the Additional Insured, City of Mount Vernon, Linn County, Iowa, expressly agree and state that the purchase of this policy of insurance by the insured and the listings of the City of Mount Vernon as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."

## **K. Reports-Received/File**



**Mount  
Vernon**  
IOWA

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

**Jamie Hampton, Mayor**

**Council:**

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

**AUGUST 2017**  
**POLICE REPORT**

**Vehicle Collisions**

There were 3 reported collisions in August. Two of the collisions occurred at the Hwy 30 & 10<sup>th</sup> Avenue roundabout. The first collision occurred as two vehicles were travelling west on Hwy 30, and while traversing the roundabout, the 2<sup>nd</sup> vehicle rear-ended the front vehicle, then passed the vehicle, continuing west on Hwy 30, leaving the scene of the collision. Damage was estimated at \$500.00, no injuries were reported. This case remains under investigation. The 2<sup>nd</sup> collision occurred when three motorcycles were travelling east on Hwy 30 entering the roundabout at 10<sup>th</sup> Ave SW. One of the motorcyclists, failed to observe the curb area of the roundabout and struck the curb, ejecting the driver from the motorcycle. The driver was transported to the hospital for minor injuries. Damage was estimated at \$3,500.00. The third collision occurred at the Hwy 1 & 30 roundabout. This collision occurred when a vehicle travelling westbound on Hwy 30 approached the roundabout at Hwy 1. The driver of this vehicle failed to yield to a vehicle that was traversing the roundabout and was northbound on Hwy 1 within the traffic circle. Damage was estimated at \$16,500, no injuries were reported.

**Incidents/Arrest**

There were 20 reported incidents in August, including: Forgery, credit card fraud, hit & run accident, theft, possess of controlled substances, fraud, elder abuse, domestic disturbance, assault, service of arrest warrant, vehicle tow, OWI, criminal mischief, harassment/threats, driving while license under suspension, theft from vehicle, and assault. There were 5 arrests in August. The charges include: Harassment 3rd, possession of controlled substance, interference with official acts, and two arrests for OWI.

**Community Service:**

- Chief Shannon attended the Rotary meeting on 8/10/2017
- Officer Gehrke and Officer Mehlert conduct drug awareness training for Cornell RA's on 8/24/2017

**Training**

- Officer Blinks began the Iowa Law Enforcement Academy on August 28<sup>th</sup>, and is scheduled to graduate October 27<sup>th</sup>, 2017

**GTSB**

In August 2017 officers worked 6 hours of STEP, resulting in 2 public assists.

Additionally, the Iowa Governor's Traffic Safety Bureau notified our department that the FY2018 grant application was approved. This grant application allocates \$11,100.00 in funding to our department. This is an increase from FY2017 of \$8,000.00. This grant application includes the purchase of a WatchGuard video camera system

**LISBON**

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



**Mount  
Vernon**  
IOWA

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

**Jamie Hampton, Mayor**

**Council:**

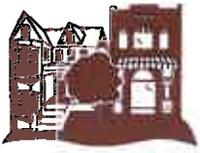
**Eric Roudabush**  
**Paul Tuerler**  
**Marty Christensen**  
**Scott Rose**  
**Tom Wieseler**

- 
- Patrol: 2,778 minutes (Includes 8 hours for requested contract officer for Sauerkraut Days)
  - Calls for service: 412 minutes (14 calls for service)
  - Administrative time: None

**Total time for August: 53.17 hrs: \$2,126.67.**

Respectfully Submitted,

Chief of Police



**Mount  
Vernon**  
IOWA

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

**Jamie A. Hampton, Mayor**

**Council:**

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

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**Public Works Report**  
**September 18, 2017**

***Streets***

Crews have placed new gravel on the shoulder of 1<sup>st</sup> Street East. The area that received gravel was from Hwy 30 to the intersection of Lisbon Road. This eliminated the shoulder drop off of 2 to 3 inches. The work took 72 tons of ¾ inch road rock.

***Storm Water***

Crews were informed of a sink hole off of Hwy 1 near 7<sup>th</sup> Street on the NE side. Upon inspection crews were able to determine a connection in the pipe was bad. Concrete was added around this connection to fix the problem. While also working on this project crews added a 12-inch storm inlet with a 4-foot by 4-foot concrete pad to take the storm water from nearby downspouts. If the pad was not installed we believe that the amount of water provided by these downspouts would lead to more issues in time. Adding the pad was a preventive measure.

***Cemetery***

Crews cleaned up the live screen to the east of the cemetery. Some of our live screen has been encroaching the neighboring property line. Crews raised the trees off of the neighboring fence to the east. While crews were in the cemetery they also cut out the voluntary trees growing along the Hwy 30 living fence.

***Parks***

Crew have closed the pool for the season. They will work on draining the pool and eventually winterizing the pool house and equipment room.

Work has started at Elliott Field E. The baselines will be widened along with lime added. Seeding will also be done to remove the path from the pitcher's mound to home plate. The 3<sup>rd</sup> base dugout is also in need of a new concrete pad along with a new dugout being built.

Crews were able to clean the trial head crossing on 6<sup>th</sup> Street by raising trees and trimming back over growth. This helped minimize the sight problem as pedestrians' approach 6<sup>th</sup> Street to cross it.

***Water Distribution***

Crews were able to repair a curb stop at 511 5<sup>th</sup> Avenue SW. The curb stop would not shut off so crews were able to replace it so the resident could do repairs inside of the residence.



Parks and Recreation Department  
Directors Report  
August 15 – September 15

Parks

- **Thank you to Public Works staff for helping to build a new batting cage at Davis and for putting time and effort into Field E at Elliott Park. The old batting cage was failing and looking forward to the new one at Davis and a new dugout and field appearance at Elliott.**

Sports

- **Fall Flag Football has 13 teams playing this fall totaling 108 kids. This is the second year we have offered 5<sup>th</sup>-6<sup>th</sup> Grade Flag Football and we have created three teams for this age group (one more than last year). Lisbon will join us in the 3<sup>rd</sup>-4<sup>th</sup> grade division as they have two teams.**
- **Fall Soccer has 20 teams and 190 kids enrolled.**
- **As noted in a previous report, the NFL has decided not to support the NFL Punt Pass and Kick program moving forward. MV Park and Rec will continue to offer this free program as long as we can. We will host a local event on Friday, September 15<sup>th</sup> at 5:30pm at Elliott Park. We traditionally host this event on Fridays, but attempt to not conflict with MVHS football games. We always try and schedule the event during an away game and not against a rival. This year MV is away to Mid-Prairie.**

Pool

- **The Annual Dog Swim, to benefit the Nancy Doreen Huffman Dog Park, brought a total of 50 dogs, 62 humans in attendance, 12 volunteers, and \$198 was raised on September 5<sup>th</sup>. This event was held from 3:30-6:30pm. A huge thank you goes to Sarah Fried and**
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**Mount  
Vernon**  
IOWA

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

**Jamie A. Hampton, Mayor**

**Council:**

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

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*other Dog Park Committee members for organizing the event as well as Katey Sanders and pool staff.*

- *Carpet King installed new carpet in the manager's office this week.*

**Misc**

- *Traveled*
- *Park and Rec rolled out a new shirt logo for sports programs this fall. Attached is the design.*

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

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**CITY OF MT. VERNON  
CITY ADMINISTRATOR  
REPORT TO THE CITY COUNCIL  
September 18, 2017**

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- Staff has received an initial analysis from Shive Hattery on potential changes to the Hwy 1 & Hwy 30 roundabout. We will be analyzing the changes in the coming weeks and hope to have recommendations to Council by November.
- The second subdivision plat that has been proposed to staff is likely heading back to planning and zoning for minor modifications.
- Around forty residents have elected to have the City complete the sidewalk work at their home. Staff will be working with the engineer over the course of the next three weeks to package the properties into smaller bid packages.
- Capital Improvement Planning has begun for FY 19. Staff is finalizing requests this month and a revised five year schedule will be presented to Council in early November.