

City of Mt. Vernon, Iowa

Meeting:	Mt. Vernon City Council Meeting
Place:	Mt. Vernon City Hall, 213 1st Street NW, Mt. Vernon, Iowa 52314
Date/Time:	January 2, 2024 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	December 29, 2023

Mayor:	Tom Wieseler	City Administrator:	Chris Nobsch
Mayor Pro-Tem:	Scott Rose	City Attorney:	Holly Corkery
Councilperson:	Stephanie West	Asst. City Administrator:	Lori Boren
Councilperson:	Craig Engel	Finance Dir/City Clerk:	Marsha Dewell
Councilperson:	Mark Andresen	Chief of Police:	Doug Shannon
Councilperson:	Paul Tuerler		

For those individuals that are unable to attend or still do not feel comfortable with in-person meetings, the City is providing a Zoom option. For those planning to attend via Zoom, please use the following information:

You will be prompted for the following information:

1. Telephone #: 1-312-626-6799
2. Meeting ID: 851 8118 6637
3. Password: 502005

Should you need assistance to access the meeting, please contact Chris at 319-359-8613.

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

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

- D. Consent Agenda**

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

1. Approval of City Council Minutes – December 18, 2023 Regular Council Meeting
2. Appoint Doug Shannon, Derek Boren, Lori Lynch – LMVAS Board

- E. Public Hearing**

1. Public Hearing on the Reallocation of Certain Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022 of the City of Mount Vernon, Iowa
 - i. Close Public Hearing – Proceed to G-1
2. Public Hearing on an Ordinance Amending to the Comprehensive Plan and Official Zoning Map for All Lots Within the Stoner Plaza 10th Addition to the City of Mount Vernon from C-2 General Commercial to UC Mixed-Use Corridor
 - i. Close Public Hearing – Proceed to F-1

3. Public Hearing on an Ordinance Amending the Comprehensive Plan and Establishing the Zoning Classifications as Shown on the Official Zoning Map for the Annexed Property
 - i. Close Public Hearing – Proceed to F - 2

F. Ordinance Approval/Amendment

1. Ordinance #1-2-2024A: Amending the Comprehensive Plan and Official Zoning Map to Rezone All Lots Within the Stoner Plaza 10th Addition from C-2 General Commercial to UC Mixed-Use Corridor to the City of Mount Vernon, Iowa
 - i. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)
2. Ordinance #1-2-2024B: Amending the Mount Vernon Comprehensive Plan and Establishing the Zoning Classification the Property being Annexed into the City of Mount Vernon, Iowa
 - i. Motion to approve first reading and proceed to the second reading (Council may suspend rules and proceed to the final reading after a vote of the first reading)

G. Resolutions for Approval

1. Resolution #1-2-2024A: Instituting Proceedings to take Additional Action and Approving the Reallocation of Certain Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022, of the Mount Vernon, Iowa

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Downtown Streetscape Design Contract with JEO Consulting – Council Action as Needed
3. Discussion and Consideration of an Engagement Letter with Ahlers and Cooney, P.C. – CHI Housing Development Agreement – Council Action as Needed
4. Discussion and Consideration of Access Easement Agreement with CHI (Community Housing Initiative) – Council Action as Needed
5. Discussion and Consideration of Tuition Assistance for Continuing Education – Officer Blinks – Council Action as Needed
6. Discussion and Consideration of Additional Derecho Cleanup Expenses – Council Action as Needed
7. Discussion and Consideration of Rescheduling the Monday, January 15, 2024 City Council Meeting Date – Council Action as Needed
8. Discussion and Consideration of Rescheduling the Monday, February 19, 2024 City Council Meeting Date – Council Action as Needed
9. Discussion and Consideration of Pay Application #2 for Sewer Cleaning – Council Action as Needed

K. Reports to be Received/Filed

1. None

L. Discussion Items (No Action)

1. Council Operation/Appointments

M. Reports of Mayor/Council/Administrator

1. Mayor's Report
2. Council Reports
3. Committee Reports
4. City Administrator's Report

N. Closed Session – Pursuant to Chapter 20, Exempt Session for Employee Relations

O. 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 December 18, 2023, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Rose, Engel and Tuerler
Absent: Herrmann and West.

Call to Order. At 6:39 p.m. Mayor Thomas M. Wieseler called the meeting to order.

Agenda Additions/Agenda Approval. Motion made by Engel, seconded by Tuerler to approve the Agenda. Motion carries. Herrmann and West absent.

Consent Agenda. Motion made by Tuerler, seconded by Rose to approve the Consent Agenda. Motion carries. Herrmann and West absent.

Approval of City Council Minutes – December 4, 2023 Regular Council Meeting
Appoint Mary Evans and Randy Brown – Historic Preservation Commission
Appoint Rachel Mosier - Zoning Board of Adjustment
Appoint Michael Joseph – Park and Rec Board

Public Hearing

Public Hearing on the Proposed Amendment No. 8 to the Mount Vernon Urban Renewal Plan. Mayor Wieseler opened the public hearing at 6:44 p.m. The urban renewal plan must be amended to incorporate the CHI LMI housing project. The plan amendment will allow the city to use TIF funding for the repayment of any bonds that may be necessary. The specified project listing includes a development agreement with CHI and infrastructure improvements to service the development. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:45 p.m. Council then acted on Resolution #12-18-2023B.

Public Hearing on the Proposed Resolution to Voluntarily Annex Property to the City of Mount Vernon, Iowa. Mayor Wieseler opened the public hearing at 6:48 p.m. This voluntary annexation would be for two properties north on Springville Road. One property will be zoned as AG and the other will be Business Park. Hearing no public comment, Mayor Wieseler closed the public hearing at 6:49 p.m. Council then acted on Resolution #12-18-2023D.

Resolutions for Approval

Resolution #12-18-2023A: Approving 28E Contractual Agreement for Supplemental Law Enforcement Services Between the City of West Branch, Iowa and Mount Vernon, Iowa. The City of West Branch is experiencing significant turnover in their police department and have asked for staffing help from surrounding agencies. There is interest from Mount Vernon officers to voluntarily pick up shifts in West Branch until they are able to re-establish staff. Mount Vernon officers will utilize Mount Vernon equipment (and remain Mount Vernon officers) while patrolling in West Branch. West Branch will pay the city \$100 an hour for their services and reimburse mileage for the vehicles. There will not be a decrease in the patrol coverage for Mount Vernon and Lisbon and the arrangement will be re-visited if Chief Shannon feels that it is impacting his officers. Motion made by Tuerler, seconded by Rose to approve Resolution #12-18-2023A. Roll call all yes. Resolution passes. Herrmann and West absent.

Resolution #12-18-2023B: Determining an Area of the City to be an Economic Development and Blighted Area, and that the Rehabilitation, Conservation, Redevelopment, Development, or a Combination thereof,

of such Area is Necessary in the Interest of Public Health, Safety or Welfare of the Residents of the City; Designating Such Area as Appropriate of Urban Renewal Projects; and Adopting the Amendment No. 8 to the Mount Vernon Urban Renewal Plan. Motion made by Tuerler, seconded by Engel to approve Resolution #12-18-2023B. Roll call all yes. Resolution passes. Herrmann and West absent.

Resolution #12-18-2023C: Fixing Date for a Meeting on the Proposal to Reallocate Certain Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022, of Mount Vernon, Iowa, and Providing for Publication of Notice Thereof. Staff is asking the Council to reallocate the 4th Street and 5th Ave Watermain project monies (\$196,000) from the 2022 bond issuance to the Police Station Renovation project. This project was intentionally placed on hold in case there were cost overruns at the PD and/or Davis Park. The watermain project would be pushed out by two years and completed using franchise fees. This resolution sets the public hearing date for January 2, 2024. Motion made by Rose, seconded by Engel to approve Resolution #12-18-2023C. Roll call all yes. Resolution passes. Herrmann and West absent.

Resolution #12-18-2023D: Approving the Voluntary Annexation of Property into the City of Mount Vernon City Limits. Motion made by Engel, seconded by Rose to approve Resolution #12-18-2023D. Roll call all yes. Resolution passes. Herrmann and West absent.

Resolution #12-18-2023E: Amending the Purchasing and Procurement Policy for CDBG-Funded Programs to the City of Mount Vernon. The next three resolutions are needed to comply with CDBG (Community Development Block Grant) administrative rules. The City has received \$100,000 in CDBG funds for the generator at the LBC and must have the policies in place to receive the funds. Motion made by Rose, seconded by Engel to approve Resolution #12-18-2023E. Roll call all yes. Resolution passes. Herrmann and West absent.

Resolution #12-18-2023F: Approving the CBDG Required Policy on the Prohibition of the Use of Excessive Force. Motion made by Engel, seconded by Tuerler to approve Resolution #12-18-2023F. Roll call all yes. Resolution passes. Herrmann and West absent.

Resolution #12-18-2023G: Adopting the Required Policies for CDBG Funding. Motion made by Tuerler, seconded by Rose to approve Resolution #12-18-2023G. Roll call all yes. Resolution passes. Herrmann and West absent.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion made by Engel, seconded by Rose to approve the Claims List. Motion carries. Herrmann and West absent.

PAYROLL	CLAIMS	102,850.78
SEPTAGON CONSTRUCTION	PAY APP #11-PD CONSTRUCTION	86,393.00
EMPLOYEE BENEFIT SYSTEMS	GROUP INSURANCE-ALL DEPTS	38,408.37
DAVE SCHMITT CONSTRUCTION	PAY APP #1-BUSINESS 30 CULVERT	29,344.55
REPUBLIC SERVICES #897	GB,RECYL-SW RESIDENTIAL	23,611.68
REPUBLIC SERVICES #897	GB,RECYL-SW COMMERCIAL	14,786.82
LOCALITY MEDIA INC	SOFTWARE-FD	13,850.00
MIENE SEPTIC SERVICE	TROMMEL SERVICES-SW	9,025.00
MPH INDUSTRIES INC	SPEED TRAILER-PD	8,063.00
DE NOVO MARKETING	WEBSITE DEVELOPMENT-ALL DEPTS	8,000.00
MIENE SEPTIC SERVICE	DEBRIS GRINDING-SW	7,000.00
IOWA SOLUTIONS INC	COMPUTER/EQUIPMENT-PD CONST	5,167.50
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	4,753.36

ALLIANT ENERGY	ENERGY USAGE-SEW	4,728.66
KRIS ENGINEERING INC	BLADES/CURB GUARDS-RUT	3,261.17
LYNCH DALLAS PC	LEGAL FEES-P&A	3,103.00
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	3,090.31
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,583.13
ALLIANT ENERGY	ENERGY USAGE-LBC	2,499.99
ALLIANT ENERGY	ENERGY USAGE-WAT	2,424.06
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,992.31
CONSTRUCTION MATERIALS INC	STEEL/REBAR-PW COLD STORAGE	1,823.08
STATE HYGIENIC LAB	TESTING-SEW	1,682.00
IOWA SOLUTIONS INC	COMPUTER MAINT-ALL DEPTS	1,592.50
PNP	FUEL-PD	1,441.49
BRADLEY HAUGE CPA	PROFESSIONAL SERVICES-ALL DEPTS	1,375.00
IOWA SOLUTIONS INC	MONTHLY MAINT-ALL DEPTS	1,175.00
ALLIANT ENERGY	ENERGY USAGE-RUT	1,128.56
IOWA SOLUTIONS INC	MONTHLY MAINT-PD	1,040.00
COMPASS BUSINESS SOLUTIONS	UTILITY BILLS-WAT,SEW,SW	975.12
RICKARD SIGN AND DESIGN	UNIFORMS-LBC	944.50
ALLIANT ENERGY	ENERGY USAGE-WAT	932.44
MOTOROLA SOLUTIONS INC	VIDEO CLOUD STORAGE-PD	895.00
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	871.94
ALLIANT ENERGY	ENERGY USAGE-FD	807.59
ALLIANT ENERGY	ENERGY USAGE-SEW	731.10
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP-P&A	658.00
CARROLL CONSTRUCTION SUPPLY	EQUIPMENT/TOOLS-RUT	579.45
ALLIANT ENERGY	ENERGY USAGE-P&A	575.72
AFFORDABLE HEATING & COOLING	HVAC MAINT-CITY HALL	539.75
ALLIANT ENERGY	ENERGY USAGE-PD	521.19
ALLIANT ENERGY	ENERGY USAGE-ST LIGHTS	467.12
WENDLING QUARRIES	ROCK-PW COLD STORAGE	465.53
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	444.00
ALLIANT ENERGY	ENERGY USAGE-P&REC	377.50
MEDIACOM	PHONE/INTERNET-RUT	322.46
LINN COUNTY TREASURER	BRIDGE INSPECTION-RUT	320.00
BARNYARD SCREEN PRINTER	DARE SUPPLIES-PD	285.00
MEDIACOM	PHONE/INTERNET-FD	283.61
PRESTO-X	PEST CONTROL-PD	277.00
STAPLES INC	SUPPLIES-PD	255.19
CENTRAL IOWA DISTRIBUTING	SUPPLIES-RUT	249.00
US CELLULAR	CELL PHONE-PD	247.51
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	247.50
SJ SMITH CO, INC	OXYGEN/WELDING JACKET-RUT	211.10
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-PD	207.31
KONE INC	ELEVATOR MAINT CONTRACT-P&A	202.53
IOWA PRISON INDUSTRIES	PLAQUES-P&A	200.59
MENARDS	KEYPADS/TRANSMITTERS-PD	197.90
AMAZON CAPITAL SERVICES	SUPPLIES-P&A	186.48
LYNCH FORD	VEHICLE MAINT-PD	179.95
STORM STEEL	SNOW EQUIPMENT-RUT	175.22
STAPLES INC	SUPPLIES-PD	159.99
LINN COUNTY PUBLIC HEALTH	FOOD SERVICE LICENSE-POOL	150.00
ELDON DOWNS	SAFETY TRAINING SUPPLIES-ALL ALL DEPTS	125.71
IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP-PD	125.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	103.63

FIRE SERVICE TRAINING BUREAU	TRAINING-FD	100.00
STAPLES INC	SUPPLIES-P&A	97.89
AIRGAS INC	CYLINDER RENTAL FEE-PW	96.68
CENTRAL IOWA DISTRIBUTING	SUPPLIES-FD	96.00
STAPLES INC	SUPPLIES-PD,P&A	95.20
CENTRAL IOWA DISTRIBUTING	SUPPLIES-LBC	94.00
P&K MIDWEST INC	EQUIPMENT REPAIR-RUT	87.28
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	85.82
ALLIANT ENERGY	ENERGY USAGE-RUT,P&A,WAT,SEW	78.92
ALLIANT ENERGY	ENERGY USAGE-POOL	69.87
CITY LAUNDERING CO	SERVICES-P&A	69.33
PRESTO-X	PEST CONTROL-FD	67.10
B4 BRANDS	HAND SANITIZER-LBC	64.19
PRESTO-X	PEST CONTROL-P&A	58.00
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	57.50
NEAL'S WATER CONDITIONING	WATER/SALT-P&A	43.00
ALLIANT ENERGY	ENERGY USAGE-SIRENS	42.85
TECHNICOM COMMUNICATIONS	PHONE MAINT-PD	42.00
CR LC SOLID WASTE AGENCY	GARBAGE SERVICE-SW	40.82
NEAL'S WATER CONDITIONING	WATER/SALT-RUT	40.00
NEAL'S WATER CONDITIONING	WATER/SALT-FD	33.00
PAULA DUKE	WATER DEPOSIT REFUND-WAT	31.90
HAWKINS INC	CHEMICALS-WAT	30.00
CENTURY LINK	PHONE CHARGES-PD	29.16
NEAL'S WATER CONDITIONING	WATER/SALT-PD	24.50
NEAL'S WATER CONDITIONING	WATER/SALT-LBC	24.50
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	19.10
ALLIANT ENERGY	ENERGY USAGE-CEM	19.07
TOTAL		403,330.63

FUND EXPENSE TOTALS

PAYROLL	102,850.78
ARP POLICE STATION CONSTRUCTION	91,560.50
GENERAL FUND	63,652.34
SOLID WASTE	57,742.65
CAPITAL IMPROVEMENT PROJECTS	29,344.55
ROAD USE TAX FUND	19,828.33
SEWER FUND	15,190.29
WATER FUND	12,023.43
LBC	9,676.47
STORM WATER FUND	1,461.29
TOTAL	403,330.63

FY24 NOVEMBER REVENUE

GENERAL GOVERNMENT	586,394.39
PUBLIC WORKS	421,776.86
PUBLIC SAFETY	111,580.49
CULTURE-RECREATION	50,761.04
COMMUNITY & ECON DEV	25,922.28
TOTAL	1,196,435.06

Discussion and Consideration of Pay Application #12 – Police Department Renovations – Council Action as Needed. Motion made by Engel, seconded by Rose to approve Pay Application #12-Police Department Renovations in the amount of \$71,008.22. Motion carries. Herrmann and West absent.

Discussion and Consideration of Setting a Public Hearing Date for an Ordinance Amending the Comprehensive Plan and Official Zoning Map for All Lots Within the Stoner Plaza 10th Addition to the City of Mount Vernon from C-2 General Commercial to MU Mixed Use Development. This re-zoning will be to accommodate the CHI housing project. Motion made by Rose, seconded by Tuerler to set the public hearing date for January 2, 2024. Motion carries. Herrmann and West absent.

Discussion and Consideration of Setting a Public Hearing to Amend the Mount Vernon Comprehensive Plan and Establish the Zoning Classification the Property Legally Described in the Public Hearing Notice – Council Action as Needed. City code requires the Council to establish the base zoning districts for newly annexed areas (Resolution #12-18-2023D) to the city by ordinance. Motion made by Rose, seconded by Engel to set the public hearing date for January 2, 2024. Motion carries. Herrmann and West absent. Note: If there is no opposition to the zoning classification, staff would ask the Council in advance to waive the second and third readings and complete the zoning ordinance in one reading.

Discussion and Consideration of Parks and Rec Board Recommendation to Enter into a Memorandum of Understanding with the Monarch Research Project – Council Action as Needed. Council previously requested that the Parks and Rec Board review the current park system for the inclusion of prairie/pollinator plantings. After review, Parks and Rec is requesting the city enter into a Memorandum of Understanding with the Monarch Research Project organization. A sample memorandum was provided to Council for review. Motion made by Engel, seconded by Tuerler to approve the Parks and Recreation Board recommendation to move forward with the introductory phase of an agreement with the Monarch Research Project. Motion carries. Herrmann and West absent.

Discussion and Consideration of Contract for Community Development Block Grant Services with ECICOG (East Central Iowa Council of Governments) for the LBC Generator Project – Council Action as Needed. ECICOG will administer the \$100,000 CDBG grant funds for the LBC generator project. The contract amount is \$3,000 and will come from the grant award. Motion made by Rose, seconded by Tuerler to approve the contract with ECICOG for Community Development Block Grant Services. Motion carries. Herrmann and West absent.

Discussion and Consideration of Setting Capital Improvement Project Borrowing in Fiscal Year 2024 – Council Action as Needed. Staff provided Council with an updated TIF/bond report from Speer Financial that shows the current bond schedule, repayment methods and TIF usage for the city. The current debt limit for the City in FY24 is \$16,854,582, with current outstanding debt at \$9,346,422. This debt capacity should go up if the City sees an increase in property valuation. The City planned to borrow \$1,190,000 in FY24 for the CHI LMI project, with \$395,000 of that to be paid directly to CHI. After speaking with Speer Financial and determining that this portion would be considered taxable, Nobsch is not recommending outside borrowing for that portion, instead borrowing internally. Additional projects in FY24 and FY25 that will require borrowing include pool renovations (\$1.5 to \$2.5 million) and water meter replacement (close to \$1 million). Staff had originally recommended SRF funding for the water meter replacement but that does come with specific requirements (prevailing wage and requirements to use more generic design specifications). Staff is recommending combining these projects into one GO borrowing and paying issuance costs one time, with proposed borrowing between \$3.7 to \$4.7 million, which Council agreed with.

Once final numbers are available for the pool renovations, staff will begin the borrowing process early next year.

Reports to be Received/Filed. Full reports can be found on the City website under the December 18, 2023 Council Packet.

Mount Vernon/Lisbon Police Report
Mount Vernon Public Works Report
Mount Vernon Parks and Rec Report
Cole Library Report

Reports of Mayor/Council/Administrator
Council Report.

City Administrator's Report. Full report can be found on the City website in the December 18, 2023 Council Packet.

Closed Session – Pursuant to Chapter 20, Exempt Session for Employee Relations. At 7:54 p.m. Rose motioned to go into Closed Session, seconded by Tuerler. Motion carries. Absent: Herrmann and West. At 8:37 p.m. Engel motioned to come out of Closed Session, seconded by Rose. Motion carries. Absent: Herrmann and West. No action was taken by Council.

As there was no further business to attend to, the meeting adjourned, the time being 8:38 p.m., December 18, 2023.

Respectfully submitted,
Marsha Dewell
City Clerk

E. Public Hearing

AGENDA ITEM # E - 1 & G - 1

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

DATE:	January 2, 2024
AGENDA ITEM:	Public Hearing Unspent Bond Proceeds
ACTION:	Motion to Close

SYNOPSIS: This is the time set for the public hearing on the transfer of 2022 bond proceeds from the 4th St/5th Ave watermain project to the PD renovations. If approved, \$196,576.64 will be transferred to the renovation project.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator & Police

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: See Resolution #1-2-2023A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

AGENDA ITEM # E – 2 & F – 1

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

DATE:	January 2, 2024
AGENDA ITEM:	Public Hearing & Ordinance #1-2-2024A
ACTION:	Motion to Close

SYNOPSIS: The underlying zoning classification for the lots identified in Stoner Plaza 10th Addition need to be changed from C-2 General Commercial to MU Mixed Use to accommodate the 30 unit CHI housing development. The planning and zoning commission voted 5-0 in favor of the rezoning request. Please see the staff report accompanying the ordinance for additional information.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Ordinance #1-2-2024A

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

AGENDA ITEM # E – 3 & F – 2

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

DATE:	January 2, 2024
AGENDA ITEM:	Public Hearing & Ordinance #1-2-2024B
ACTION:	Motion to Close

SYNOPSIS: According to city code, the City of Mount Vernon must identify a zoning classification for newly annexed property within an annexation ordinance. There are two parcels being annexed to the city, the Louwagie property will be zoned AG Agriculture while the CTM Holdings property will be zoned BP Business Park. The planning and zoning commission voted 5-0 in favor of the proposed classifications.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Ordinance #1-2-2024B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

F. Ordinance Approval/Amendment

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

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

ORDINANCE #1-2-2024A

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTY FROM C-2 GENERAL COMMERCIAL TO UC MIXED-USE CORRIDOR

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

SECTION 1. PURPOSE. The purpose of this ordinance is to amend the Comprehensive Plan for the City of Mt. Vernon and change the Official Zoning Map of the City of Mt. Vernon, Iowa, under the provisions of Article 1302, Amendment Procedure of the Mt. Vernon Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED. By official action of the City Council, the official zoning map of the City of Mt. Vernon, Iowa is amended from C-2 General Commercial to UC Mixed-Use Corridor as defined in Article 401 for the property described as follows:

Legal Description:

Lot 1 and Outlot A of Stoner Plaza 10th Addition to the City of Mount Vernon,
Iowa

SECTION 3. SUPPLEMENTAL SITE DESIGN STANDARDS. The Planning and Zoning Commission for the City of Mt. Vernon has not recommended any supplemental site design or performance standards.

SECTION 4. VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Mt. Vernon, Iowa.

SECTION 5. OTHER REMEDIES. In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any

person, firm or corporation for violation of any section or subsection of this Ordinance.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE. In 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 8. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 2024.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as Ordinance # _____ on the ____ day of _____, 2024.

Marsha Dewell, City Clerk

APPROVED:


 Kevin F. Bradshaw
 Licensed Land Surveyor
 IOWA 17543

OWNER: MOUNT VERNON DEVELOPMENT
 GROUP LLC
 1050 LINN RIDGE RD
 MOUNT VERNON, IA 52314
 319-360-1424
 SURVEYOR: BRAIN ENGINEERING, INC.
 1540 MIDLAND COURT NE
 CEDAR RAPIDS, IOWA 52402
 319-294-9424

FINAL PLAT STONER PLAZA TENTH ADDITION TO THE CITY OF MOUNT VERNON, LINN COUNTY, IOWA

Recorder's Stamp

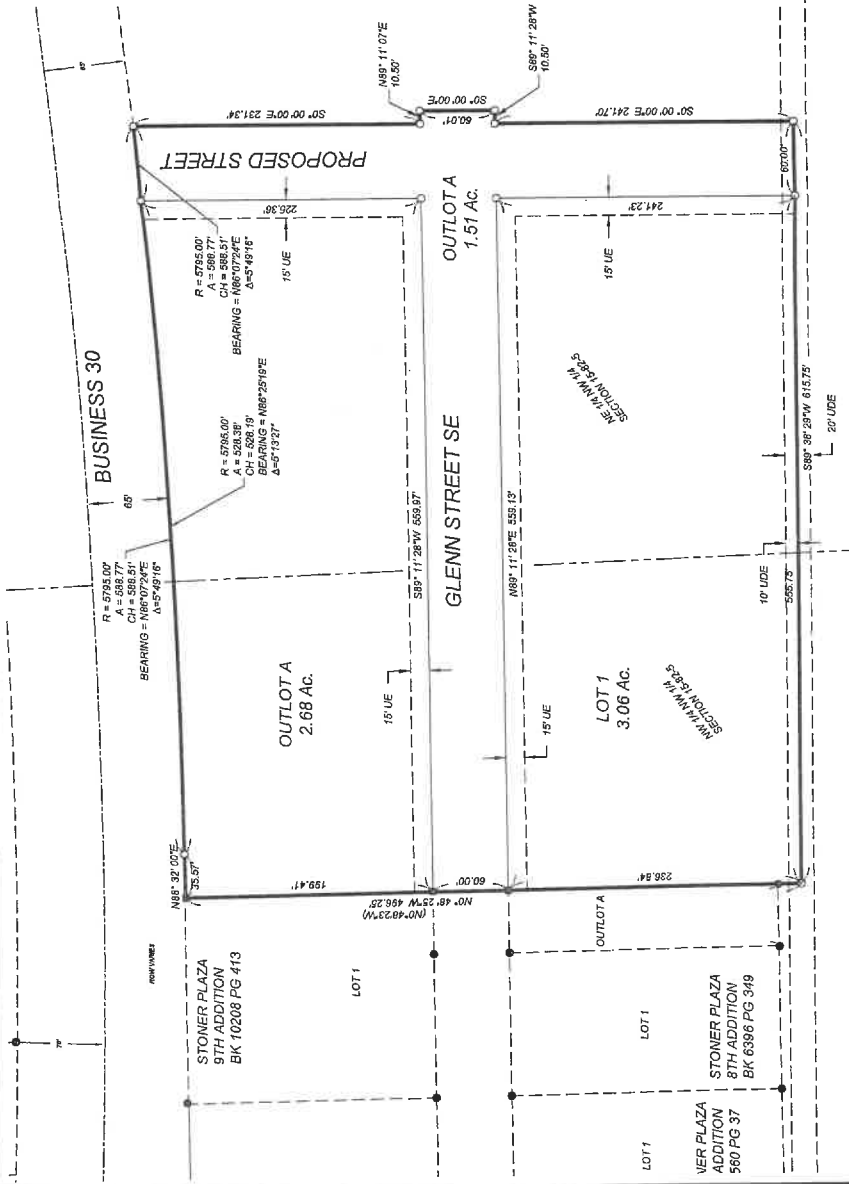
- ▲ FOUND SECTION CORNER
- FOUND 5/8" REBAR W/ LINN CO. YPC OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/ YPC #8647
- POB POINT OF BEGINNING
- Ø RECORDED AS
- SCM 4" x 4" CONCRETE POST w/ DISK
- UDE UTILITY & DRAINAGE EASEMENT
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP
- BORDER
- CENTERLINE
- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERTY YROW

Location Description: A part of the NW 1/4, Sec. 15, Township 62 North, Range 5 West
 Requester: Dan Stoner
 Provider: Mount Vernon Development Group, LLC
 Surveyor: Kevin F. Bradshaw, L.S.
 Surveyor Company: Brain Engineering, Inc.
 Return to: SM Brains, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mlb@brain-eng.com (319) 294-9424

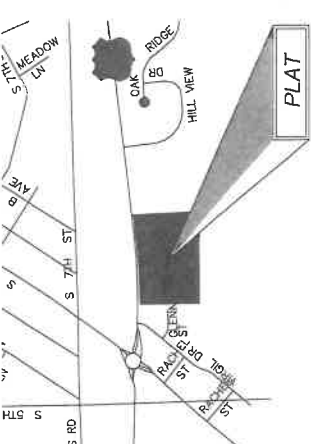
Index Legend
 A part of the NW 1/4, Sec. 15, Township 62 North, Range 5 West
 Legend:
 --- CENTERLINE
 --- PROPERTY LINE
 --- SECTION LINE
 --- ADJACENT PROPERTY YROW
 --- BORDER
 --- UDE
 --- YPC
 --- OPC

LEGAL DESCRIPTION

A part of the NW 1/4 NW 1/4 and a part of the NE 1/4 NW 1/4, all in Section 15-Township 62 North, Range 5 West of the 5th P.M.; City of Mount Vernon, Linn County, Iowa, described as follows:
 Beginning at the NE corner of Stoner Plaza Ninth Addition to said City;
 thence N88°32'00"E along the south right of way line of U. S. Highway No. 30, 35.87 feet;
 thence NE 1/4 along said south right of way line on an arc of 586.77 feet of a 5795.00-foot radius curve to the left, having a chord length of 588.51 feet bearing N86°07'24"E;
 thence S00°00'00"E, 231.34 feet;
 thence N89°11'07"E, 10.50 feet;
 thence S00°00'00"E, 60.01 feet;
 thence S89°11'28"W, 10.50 feet;
 thence S00°00'00"E, 241.70 feet;
 thence S89°38'29"W, 615.75 feet;
 thence N00°48'25"W, 496.25 feet to the Point of Beginning, containing 7.25 acres.

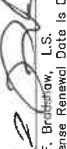


LOCATION MAP (NO SCALE):



QUARTERS	OUTLOTA	LOT 1	RCW	TOTAL
NW 1/4 NE 1/4	1.19	1.46	0.58	4.97
NW 1/4 NE 1/4	2.68	3.06	1.51	7.25
TOTAL				

NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.
LOT 1 TO BE DEDICATED TO THE PUBLIC AS ROAD
RIGHT-OF-WAY.
OUTLOTA IS FOR FUTURE DEVELOPMENT.

I hereby certify that this land surveying document and the related survey work was performed by me pursuant to the laws of the State of Iowa under the laws of the State of Iowa.
 Kevin F. Bradshaw, L.S.
 My License Renewal Date is December 31, 2024.
 License Number 17543
 Pages or sheets covered by this seal: THIS PAGE
 Signed:  Date: 11-27-23



DATE OF SURVEY: 10/12/23

Title:

FINAL PLAT STONER PLAZA TENTH ADDITION

Drawn: SMB
 Book: DC
 Date: 10/14/23
 Page: 1
 Scale: 1"=100'
 Of: 1
 Project No.: 306023-10
 11/27/23 10/16/23

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

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

ORDINANCE #1-2-2024B

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN AND OFFICIAL ZONING MAP TO ESTABLISH ZONING CLASSIFICATIONS FOR CERTAIN PROPERTY BEING ANNEXED TO THE CITY OF MOUNT VERNON, IOWA TO AG AGRICULTURE AND BP BUSINESS PARK

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

SECTION 1. PURPOSE. The purpose of this ordinance is to amend the Comprehensive Plan for the City of Mt. Vernon and change the Official Zoning Map of the City of Mt. Vernon, Iowa, under the provisions of Article 1303, Extension of the Extra-Territorial Jurisdiction of the Mt. Vernon Municipal Code.

SECTION 2. OFFICIAL ZONING MAP AMENDED. By official action of the City Council, the official zoning map of the City of Mt. Vernon, Iowa is hereby established as AG Agriculture as defined in Article 401 for the property described as follows:

Legal Description:

The west fifty feet (50') of the following described real estate:

NE¼ SE¼ Section 4-82-5, Linn County, Iowa, excepting therefrom the South 250 feet North 754 feet East 565 feet SE¼ said Section 4 and further except all Public Highways, with reservation in favor of Granters, their heirs, successors and assigns a perpetual unimproved agricultural easement twenty-five (25) feet in width abutting the south boundary of the property conveyed allowing ingress and egress to the Granters' abutting agricultural parcel on the west.

SECTION 3. OFFICIAL ZONING MAP AMENDED. By official action of the City Council, the official zoning map of the City of Mt. Vernon, Iowa is hereby established as BP Business Park as defined in Article 401 for the property described as follows:

Legal Description:

NE Frl. ¼ of Section 4-82-5, Linn County, Iowa, except therefrom that part described as follows: Beginning at the East ¼ corner of said Section 4; thence due North along the East line of said NE Frl. ¼, 1060 feet to the point of beginning; thence due North 390 feet; thence due West 446.77 feet; thence due South 390 feet; thence due East 446.77 feet to the point of beginning. And also excepting the following described tract: Commencing at the NW corner of the NE ¼ said Section 4; thence due East 467.45 feet along the North line of the NE¼ to the point of beginning; thence due East 1212.68 feet along the North line of the NE¼; thence South 35°10'00" West 590.20 feet; thence South 54°55'40" West 518.85 feet; thence South 86°25'10" West 360.32 feet; thence North 6°17'16" West 807.98 feet to the point of beginning. Subject to public highway.

- SECTION 4. SUPPLEMENTAL SITE DESIGN STANDARDS. The Planning and Zoning Commission for the City of Mt. Vernon has not recommended any supplemental site design or performance standards.
- SECTION 5. VIOLATIONS AND PENALTIES. Any person who violates the provision of this Ordinance upon conviction shall be punished as set forth in the Municipal Code of the City of Mt. Vernon, Iowa.
- SECTION 6. OTHER REMEDIES. In addition to the provisions set out in Violation and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.
- SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
- SECTION 8. SEVERABILITY CLAUSE. In 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 full force and effect after its passage, approval and publication as provided by law.

Approved and adopted this ____ day of _____, 2024.

ATTEST:

Thomas M. Wieseler - Mayor

Marsha Dewell – City Clerk

I certify that the foregoing was published as Ordinance # _____ on the ___ day of _____, 2024.

Marsha Dewell, City Clerk



Search

X

380 lincoln hwy nw

X

Q



Selected features: 0

0.4 km
0.3 mi

-91.429982 41.949496 Degrees



M.V
CORPORATE
BOUNDARY

G. Resolutions for Approval

January 2, 2024

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

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed reallocation of \$196,576.64 of unspent proceeds of the General Obligation Capital Loan Notes, Series 2022, in order to provide funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including the acquisition of property for and the remodeling and expansion of the existing church structure into a community building to serve as, inter alia, a police building, temporary shelter and emergency services building as authorized in Amendment #7 to the Mount Vernon Urban Renewal Plan, and that notice of the proposed action by the Council to institute proceedings for the proposed reallocation had been published pursuant to the provisions of Sections 364.6 and 384.25 of the Code of Iowa.

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

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

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION AND APPROVING THE REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF THE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, OF THE CITY OF MOUNT VERNON, IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION AND APPROVING THE
REALLOCATION OF CERTAIN UNSPENT PROCEEDS OF
THE GENERAL OBLIGATION CAPITAL LOAN NOTES,
SERIES 2022, OF THE CITY OF MOUNT VERNON, IOWA

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the reallocation of certain unspent proceeds, in the amount of \$196,576.64 (the "Unspent Proceeds") of the General Obligation Capital Loan Notes, Series 2022, of the City of Mount Vernon, Iowa, to provide funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including the acquisition of property for and the remodeling and expansion of the existing church structure into a community building to serve as, inter alia, a police building, temporary shelter and emergency services building as authorized in Amendment #7 to the Mount Vernon Urban Renewal Plan, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the reallocation of the Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022 to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 including the acquisition of property for and the remodeling and expansion of the existing church structure into a community building to serve

as, inter alia, a police building, temporary shelter and emergency services building as authorized in Amendment #7 to the Mount Vernon Urban Renewal Plan

Section 2. The City Clerk is authorized and directed to take such action as may be necessary to effect and implement the foregoing reallocation of the Unspent Proceeds as described herein, and to cause the records and accounts of the City to reflect the same.

PASSED AND APPROVED this 2nd day of January, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 2, 2024

PAYROLL	CLAIMS	108,318.40
SEPTAGON CONSTRUCTION	PAY APP #12-PD CONSTRUCTION	71,008.22
SPRINGVILLE READY MIX	CONCRETE-PW COLD STORAGE	27,402.12
VEENSTRA & KIMM INC	COTTONWOOD LMI PROJECT	16,225.44
VEENSTRA & KIMM INC	2022 SANI SEWER INVESTIGATION	11,668.44
MIDWEST PLAYSCAPES INC	10" ARCH BRIDGE-P&REC	5,628.00
STATE CHEMICAL SOLUTIONS	CHEMICALS-P&REC	4,510.42
FELD FIRE	EQUIPMENT-FD	4,358.00
VEENSTRA & KIMM INC	CITY ENGINEERING-GENERAL	2,998.17
SCHIMBERG COMPANY	PLUMBING SUPPLIES-PW COLD STORAGE	2,988.24
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	2,188.69
SANDRY FIRE SUPPLY LLC	UNIFORMS-FD	2,160.00
RICKARD SIGN AND DESIGN CORP	SIGN-PD	2,100.00
ALLIANT ENERGY	ENERGY USAGE-WAT	1,663.50
DAVE SCHMITT CONSTRUCTION	5% RETAINAGE-BUS 30 CULVERT	1,544.45
LISBON, CITY OF	AMBULANCE DIRECTOR SALARY	1,539.45
CONSTRUCTION MATERIALS INC	REBAR-PW COLD STORAGE	1,292.58
VEENSTRA & KIMM INC	BUSINESS 30 CULVERT REPAIR	1,028.59
HAWKINS INC	CHEMICALS-WAT	830.00
VEENSTRA & KIMM INC	REMOTE READ METER PROJECT	660.00
AHLERS & COONEY P.C.	LEGAL FEES-P&A	648.00
KROUL FARMS	BEAUTIFICATION	569.50
COMMUNITY DEVELOPMENT GROUP	AUDIO TOUR SUPPORT-MVHPC	533.00
CEDAR RAPIDS KERNELS	DIAMOND SUITE DEPOSIT-P&REC	500.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	487.31
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	474.60
MEDIACOM	PHONE/INTERNET-P&A	424.70
BAKER GROUP	HVAC MAINT-LBC	417.00
WENDLING QUARRIES	ROCK-PW COLD STORAGE	403.75
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	320.00
UMB	2018 GO FEES	300.00
CARPET KING CARPET ONE	BASE TRIM-PD	266.86
GRAINGER	BANDING TOOLS-RUT	264.75
RC TECH	MICROPHONE REPAIRS-P&A	259.50
CITY LAUNDERING CO	SERVICES-LBC	253.92
SHERWIN WILLIAMS CO.	PAINT-PD,LBC	250.14
UMB	2013A GO FEES	250.00
UMB	2014 GO FEES	250.00
BRADY WEAVER	REFEREE-P&REC	225.00
MARK ANDRESEN	MLA REIMB-P&A	220.00
THOMAS M WIESELER	MLA REIMB-P&A	220.00
VEENSTRA & KIMM INC	LBC GENERATOR	220.00
STATE CHEMICAL SOLUTIONS	ODOR GUARD-PW SHOP	212.04
BRYCE RHONE	REFEREE-P&REC	180.00
ARAMARK	RUGS,SERVICES-FD	80.57
MOUNT VERNON, CITY OF	PETTY CASH-P&A	80.00
CITY LAUNDERING CO	SERVICES-P&A	79.69
CITY LAUNDERING CO	SERVICES-P&A	69.33
STAR EQUIPMENT LTD	TOOLS-RUT	67.41
DIESEL TURBO SERVICES INC	VEHICLE REPAIRS-RUT	58.69
AMAZON CAPITAL SERVICES	SUPPLIES-FD	48.53
VEENSTRA & KIMM INC	WASTEWATER MISC ENGINEERING	40.00
ALLIANT ENERGY	ENERGY USAGE-SEW	35.84
ALLIANT ENERGY	ENERGY USAGE-SW	26.12
ALLIANT ENERGY	ENERGY USAGE-P&REC	22.05
TOTAL		278,871.01

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, JANUARY 2, 2024

FUND EXPENSE TOTALS	
PAYROLL	108,318.40
ARP POLICE STATION CONSTRUCTION	71,008.22
PW COLD STORAGE	32,086.69
GENERAL FUND	26,182.28
COTTONWOOD LMI PROJECT	16,225.44
ARPA LINN COUNTY GRANT	11,668.44
WATER FUND	3,939.87
CAPITAL IMPROVEMENT PROJECTS	2,573.04
LBC	1,852.50
ROAD USE TAX FUND	1,636.53
SEWER FUND	1,500.89
DEBT SERVICE FUND	800.00
REMOTE READ METER PROJECT	660.00
LOST III COMMUNITY CENTER	220.00
SOLID WASTE	114.42
STORM WATER FUND	84.29
TOTAL	278,871.01

AGENDA ITEM # J – 2

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

DATE:	January 2, 2024
AGENDA ITEM:	Downtown Streetscape Project Contract
ACTION:	Motion

SYNOPSIS: Enclosed you will find the proposed contract with JEO Consulting for the downtown streetscape design project. The proposed project fee has increased from the original proposal to accommodate additional meetings requested by the city.

BUDGET ITEM: LOST

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Contract

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023



**AGREEMENT
BETWEEN OWNER AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of JANUARY 2, 2024 between THE CITY OF MOUNT VERNON ("Owner") and JEO Consulting Group, Inc. ("Consultant").

Owner's project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

Downtown Streetscape Design ("Project").

JEO Project Number: 231567

Owner and Consultant further agree as follows:

ARTICLE 1 - SERVICES OF CONSULTANT

1.01 Scope

A. Consultant shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Consultant as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is: 399,500

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Consultant. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: CITY OF MOUNT VERNON

Consultant: JEO Consulting Group, Inc.

By: _____

By:  _____

Title: _____

Title: Transportation Senior Engineer

Date Signed: _____

Date Signed: 1/2/2024

Address for giving notices:

Address for giving notices:

CITY OF MOUNT VERNON

JEO Consulting Group, Inc.

213 1ST STREET W

1937 North Chestnut Street

MT VERNON, IA 52314

Wahoo, NE 68066



**SCOPE OF SERVICES:
Exhibit A**

**City of Mount Vernon
Downtown Streetscape Design
Mount Vernon, IA
1/2/2023**

PROJECT DESCRIPTION

The City of Mount Vernon desires to develop a community-informed Downtown Streetscape Design for 1st Street E/W from 3rd Avenue SW to B Avenue SE and the adjoining North Alley (approx. 1300' of street and sidewalk improvements). The project will consist of a "Downtown Streetscaping Master Plan" which will inform the scope, extent, and preferred alternatives for the resultant "Engineering Design" package(s). The following scope of work describes the consultant's services.

PROJECT TASKS

1. Project Management

1.1 General Management

1.1.1 The project manager for the Consultant will be responsible for general coordination with the Owner and regulatory stakeholders regarding project activities, meetings, invoicing, and deliverables. This task includes inter-office administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

1.1.1.1 Prepare meeting minutes and action items for meetings identified in the "Meetings Expectations" section.

1.1.1.2 Track progress: monitor and maintain monthly project schedules.

1.1.1.3 Distribution of plans and coordination of responses.

1.1.1.4 Notifications as needed.

1.1.1.5 Billing - monthly status reports / billing should include earned value calculations showing percent spent, percent completed, and scheduled percent completed.

1.2 Schedule/Work-Plan

1.2.1 Prepare written instructions for project staff. Provide background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other principal elements for the project. Establish project schedule critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

1.3 Meetings Expectations

1.3.1 Bi-Weekly internal meetings (12-month duration)

1.3.2 Monthly Owner update meeting (12-month duration)

2. Survey

2.1 Topographic & Boundary Surveys

- 2.1.1 Consultant will schedule and obtain a topographic survey containing the following:
 - 2.1.1.1 Establish horizontal/vertical controls and reference ties. Each permanent control point or benchmark will have horizontal coordinates and elevation, recovery information and monument description.
 - 2.1.1.2 Survey the locations of all visible physical features (concrete, asphalt, driveways, sidewalks, crosswalks, curbs, ramps, parking, trees, utility/light poles, utility valves, sewer manholes, signs, drainage structures, building corners/entrances, door plates, stoops, terrain break-lines, etc.) from face of building to face of building.
 - 2.1.1.3 Collect available utility location information from City and local utility providers (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.).
 - 2.1.1.4 Perform right-of-way (property) survey; includes researching City, County and State records to establish locations of property lines, right-of-way lines, and property ownership for the properties as well as relevant easements. This will be followed by surveying the land corner and lots as affected by the Project for use in preparing temporary acquisitions, permanent acquisitions, or easements, as required.
 - 2.1.1.5 Create an electronic drawing using AutoCAD illustrating elevations, site features, existing utilities, and property information resulting from the surveys performed. The survey will also be provided in a reproducible hard copy (11x17).

2.2 Field Inspection/Meeting

- 2.2.1 Consultant will schedule and prepare materials for a field examination to be participated in and reviewed by Owner Staff or representatives. For budget purposes, it is assumed that two (2) staff members of the Consultant will attend the Field Exam.

2.3 Geotechnical Services

- 2.3.1 The Geotechnical Services will be completed by TERRACON CONSULTANTS, INC as a subconsultant to JEO. Services will include:
 - 2.3.1.1 Subsurface Soil Investigation, services to include:
 - 2.3.1.1.1 Temporary traffic control for drilling operations.
 - 2.3.1.1.2 Iowa One Call utility locates & Owner coordination.
 - 2.3.1.1.3 (6) Standard penetration borings at depths of 10 feet from existing grade, one located on each block of proposed roadway improvements, including the North Alley.
 - 2.3.1.2 Final Geotechnical Report, content to include:
 - 2.3.1.2.1 Drilling procedures
 - 2.3.1.2.2 Boring location plan and graphical representation of the boring logs using Iowa DOT soil classifications for foundation design.
 - 2.3.1.2.3 Requirements for construction of fills and embankments.
 - 2.3.1.2.4 Over-excavation required to provide uniform subgrade.
 - 2.3.1.2.5 Excavation and benching requirements.
 - 2.3.1.2.6 Compaction requirements.
 - 2.3.1.2.7 Subgrade preparation requirements to minimize localized failure or differential movement.
 - 2.3.1.2.8 Anticipated groundwater concerns.

- 2.3.1.2.9 Recommendations, if necessary, will also include subgrade stabilization criteria for installation of utility lines, including boring.
- 2.3.2 The Consultant will review the subconsultant's report, prepare, and submit one pdf copy of the Geotechnical Report in searchable format for Owner review.

3. Discovery

3.1 Project Kick-Off and Project Initiation

- 3.1.1 The Consultant will meet with Owner staff to refine the Discovery approach and collect any background information.

3.2 Data Collection

- 3.2.1 The owner will provide available previous/existing planning and operational information. Anticipated information materials include:
 - 3.2.1.1 As-built drawings of engineering and planning projects within the project area.
 - 3.2.1.2 Existing operations and maintenance strategies.
 - 3.2.1.3 Planned utility upgrades.

3.3 Communications Strategy

- 3.3.1 The Consultant will assist the owner in developing a communications strategy. This includes supporting information materials to help create awareness, gather community input, and manage expectations regarding the Downtown Streetscaping Master Plan as well as keep the public engaged with the future vision for the Downtown streetscape. Specific services to be coordinated with owner for approval. Potential information materials may include:
 - 3.3.1.1 Community open house materials
 - 3.3.1.1.1 Includes information fact sheets, comment forms, display boards, scroll plots, event summary.
 - 3.3.1.2 News releases
 - 3.3.1.2.1 Includes language and graphics for local newspaper or other local print media provider.
 - 3.3.1.3 Informational Posters/Fact Sheets
 - 3.3.1.3.1 Includes materials for open house, pop up events, or display at local businesses.
 - 3.3.1.4 Presentation materials
 - 3.3.1.4.1 Power point or similar digital presentation content for formal use with local stakeholders or community engagement events.
 - 3.3.1.5 Community Surveys
 - 3.3.1.5.1 A visual preference survey to be widely distributed and a targeted stakeholder survey for business owners and Historical Preservation Group. Surveys may be distributed both digitally via city website(s) and via physical survey materials.
 - 3.3.1.6 Community Engagement Summary
 - 3.3.1.6.1 Consultant will provide a document summarizing the community engagement activities, including survey results and formal events.
- 3.3.2 Stakeholder groups will consist of individuals selected for inclusion in the decision-making process by the Owner, at their invitation. This may include business owners fronting the proposed improvements, key community representatives, or others.

- 3.4 Meetings Expectations (in person meetings unless otherwise noted)
 - 3.4.1 (1) Project Kick-off meeting (hybrid - in person and virtual)
 - 3.4.2 (1) Business Owners Project Kickoff/Survey meeting (in person meeting with electronic survey)
 - 3.4.3 (1) Owner Debrief meeting (hybrid - in person and virtual)
 - 3.4.4 (1) Public Visual Preference Survey(electronic)
 - 3.4.5 (2) Support for up to two event pop-ups or other community events.

4. Visioning and Concept Development

4.1 Master Planning Visioning Sessions

- 4.1.1 The Consultant will meet with Owner and stakeholder groups to develop a streetscape masterplan vision through a series of meetings as outlined under this section’s Communications Strategy and Meeting Expectations items. The vision will entail selecting reference or inspiration images, concept drawings/renders, preferred design alternatives, and potential layouts for streetscaping elements.
- 4.1.2 The Consultant will assist the owner in hosting an initial design workshop via a community open house. This workshop will be a meeting to share streetscape concepts and solicit public feedback through in-depth discussion over concepts and inspiration images.
- 4.1.3 The Consultant will develop draft concepts for the streetscape masterplan with the input from the Owner and stakeholder groups collected as part of the workshop/open house.
- 4.1.4 The Consultant will meet with owner and stakeholder groups to develop a streetscape activation approach. This approach will identify potential ways to create interactive uses, event accommodations, or inviting spaces for the community and will be incorporated into the streetscape concept/masterplan vision.
- 4.1.5 The Consultant will provide a draft streetscape masterplan at the completion of the vision and concept development task.
 - 4.1.5.1 Draft Document will be in 11 x17 electronic format with supplemental larger graphics or imagery, as needed.
 - 4.1.5.2 Major sections of the document will most likely be:
 - 4.1.5.2.1 Vision/Concept
 - 4.1.5.2.2 Activation
 - 4.1.5.2.3 Materials
- 4.1.6 Stakeholder groups will consist of individuals selected for inclusion in the decision-making process by the Owner, at their invitation. This may include business owners fronting the proposed improvements, key community representatives, or others.

4.2 3-D Modeling/Visualization

- 4.2.1 The Consultant will develop a digital 3-D model of 1st Street and all building facades facing 1st Street between 3rd Ave S and B Ave S.
 - 4.2.1.1 Model will be developed to a level that each individual building will be identifiable and populated with the proposed streetscape concept.
 - 4.2.1.2 Model will be used to create dynamic, site-specific, views at any location along the project corridor.

- 4.2.1.3 3-D Model/Render will be used during community engagement events or workshops as a communication and visualization aid for specific conversations and questions regarding the proposed streetscape.
- 4.2.1.4 Model will be presented live via a tv or projection display, to show the model off a Consultant provided device.
- 4.2.1.5 The model will potentially be developed using proprietary software and is not a substitute for engineering design documents. It will not be delivered as a usable work-product to the Owner, however, renders and snapshots developed from the model will be created for incorporation into information or promotional materials and master-planning documents.

4.3 Communications Strategy

- 4.3.1 The Consultant will assist the owner in developing a communications strategy and develop supporting information materials that help communicate the progress of the masterplan vision and concept development. Potential information materials may include:
 - 4.3.1.1 Community open house materials
 - 4.3.1.1.1 Includes information fact sheets, comment forms, display boards, scroll plots, event summary.
 - 4.3.1.2 News releases
 - 4.3.1.2.1 Includes language and graphics for local newspaper or other local print media provider.
 - 4.3.1.3 Informational Posters/Fact Sheets
 - 4.3.1.3.1 Includes materials for open house or display at local businesses.
 - 4.3.1.4 Presentation materials
 - 4.3.1.4.1 Power point or similar digital presentation content for formal use with local stakeholders or community engagement events.
 - 4.3.1.5 Electronic 3-D Model/Renders
 - 4.3.1.5.1 A digital model will be developed to be used as a communication tool for an open house or workshop meeting via a real-time walk through guided by consultant staff.
 - 4.3.1.6 Community Engagement Summary
 - 4.3.1.6.1 Consultant will provide a document summarizing the community engagement activities, comments, workshop outcomes, and other formal events.

4.4 Meetings Expectations (in person meetings unless otherwise noted)

- 4.4.1 (6) Owner design progress meeting- every 2 weeks (hybrid - in person and virtual)
- 4.4.2 (4) Business Owners project update email-once a month(electronic)
- 4.4.3 (1) Community Design Workshop/Open house meeting

5. Master Plan Documentation

- 5.1 Consultant will produce a report that documents the visioning/concept process and encapsulates the Downtown masterplan vision.
- 5.2 Final Document will be in 11 x 17 electronic format with supplemental larger graphics or imagery, as needed.
 - 5.2.1 Major sections of the document will likely be:
 - 5.2.1.1 Narrative of concept development, community feedback and finalized master plan improvements.
 - 5.2.1.2 Overall plan graphics and rendering of proposed Downtown Streetscape master plan.
 - 5.2.1.3 Opinion of Cost for proposed improvements
- 5.3 Communications Strategy
 - 5.3.1 The Consultant will assist the owner in developing a communications strategy and develop supporting information materials that help communicate the final findings and recommendations of the masterplan vision and concept development.
 - 5.3.2 The Consultant will assist the owner in hosting a second community open house to share final Downtown Streetscape concepts.
 - 5.3.2.1 Community open house materials
 - 5.3.2.1.1 Includes information fact sheets, comment forms, display boards, scroll plots, event summary.
 - 5.3.2.2 Informational Posters/Fact Sheets
 - 5.3.2.2.1 Includes materials for open house, pop up events, or display at local businesses.
 - 5.3.2.3 Presentation materials
 - 5.3.2.3.1 Power point or similar digital presentation content for formal use with local stakeholders or community engagement events.
 - 5.3.2.4 Electronic 3-D Model/Renders
 - 5.3.2.4.1 A digital model will be developed to be used for an open house meeting via a real-time walk through guided by consultant staff.
 - 5.3.2.5 Community Engagement Summary
 - 5.3.2.5.1 Consultant will provide a document summarizing the community engagement feedback, including formal written and verbal comments.
- 5.4 Meetings Expectations (in person meetings unless otherwise noted)
 - 5.4.1 (1) Community open house meeting
 - 5.4.2 (2) Owner debrief meetings (hybrid - in person and virtual)

6. Design Services

6.1 Design Kickoff Meeting

- 6.1.1 Meet with the Owner to review masterplan project document and transition into design phase of the streetscape improvements. Review refined project area, design alternatives, and any project phasing needed as part of implementation.

6.2 Prepare 60% Construction Documents:

- 6.2.1 The Consultant will perform preliminary design services including the preparation of preliminary design plans. Plan preparation will conform to SUDAS Design Guidelines. Preliminary plans will only be submitted to the Client and include:
 - 6.2.1.1 A-Sheets (Title, Location, Legends, & General Reference Information)
 - 6.2.1.1.1 Includes Title Sheet, Engineer/Architect Signature Blocks, Index of Sheets, Project Summary Information, Legend, Location Map, Letting Date(s), Utility Contacts, and Design Designation/Criteria.
 - 6.2.1.2 B-Sheets (Roadway/Paving Typical Sections)
 - 6.2.1.2.1 Includes typical sections for each roadway segment and other various paving-related details, as needed.
 - 6.2.1.3 D-Sheets (Roadway Plan & Profiles)
 - 6.2.1.3.1 Includes base mapping, proposed roadway alignments & *profiles, slope intercepts, proposed drainage structures, existing right-of-way/easements, drive entrances, and side road intersections. (*Profiles will not be shown if HMA resurfacing is chosen for the preferred design alternative.)
 - 6.2.1.4 E-Sheets (Sideroad Plan & Profiles)
 - 6.2.1.4.1 Includes base mapping, proposed roadway alignments & *profiles, slope intercepts, proposed drainage structures, existing right-of-way/easements, and drive entrances. (*Profiles will not be shown if HMA resurfacing is chosen for the preferred design alternative.)
 - 6.2.1.5 G-Sheets (Alignments, Reference Ties, & Benchmarks)
 - 6.2.1.5.1 Includes reference ties (or control points) and benchmarks used to develop the project design and to be preserved throughout construction of the project as well as the proposed roadway alignments and data table.
 - 6.2.1.6 H-Sheets (Right of Way & Easements)
 - 6.2.1.6.1 Includes the preliminary right of-way needs for the roadway, such as permanent and temporary easements for construction purposes. Right-of-way features such as existing and proposed right of-way, access rights, property ownerships and parcel information will be plotted on the right-of-way plans.

6.2.1.7 J-sheets (Staging & Temporary Traffic Control)

6.2.1.7.1 Includes a preliminary traffic control and detour plan to indicate how traffic will be maintained during construction. The plan will include provisions for the maintenance or detour of through traffic, as needed during construction. The traffic control devices, procedures, and layouts will be as per the current Manual on Uniform Traffic Control Devices (MUTCD). The detours and staging methods may be different for the various project phases.

6.2.1.8 K-Sheets (Landscaping Design)

6.2.1.8.1 Includes site layout, construction details, planting schedules, notes, and specifications for both proposed hardscaping and landscaping.

6.2.1.9 M-Sheets (Buried Pipe Designs)

6.2.1.9.1 Includes preliminary stormwater management improvements. The design criteria will be based on SUDAS and the Iowa Stormwater Management Manual. Associated tasks will be: Develop hydrologic and hydraulic calculations to size storm sewer replacements and new portions of storm sewer collection system; Design pavement drainage networks including intakes, manholes, and storm sewer pipes; Evaluate offsite runoff and grading requirements; Provide structure tabulations; and Design details for modified or custom intake structures.

6.2.1.9.2 Note that it is assumed that sanitary sewer and water main improvements are not required as part of this project and are excluded from this scope. Should the Owner choose to include these services via a future amendment, they will be incorporated into a series of "O-sheets."

6.2.1.10 N-Sheets (Permanent Traffic Control)

6.2.1.10.1 Includes proposed modifications to traffic signals, pedestrian pushbuttons, proposed pedestrian crossing enhancements, regulatory signage, and pavement striping or paint markings.

6.2.1.10.2 Note that Traffic signal modifications are assumed to be minor. Should design criteria or owner direction require significant modifications, replacements, upgrades, relocations, or removals (even temporary) of Traffic signals, consultant will require an amendment for additional design and coordination with Iowa Department of Transportation.

6.2.1.11 P-Sheets (Lighting Design)

6.2.1.11.1 Includes locations, layouts, construction details, and specifications related to proposed lighting enhancements and coordination with the utility provider, Alliant Energy.

- 6.2.1.12 Q-Sheets (Demolition Plans)
 - 6.2.1.12.1 Includes existing conditions and removals. Identify features such as pavement, sidewalks, trees, landscaping, and other items to be removed or protected from construction activities. Removals will call out locations, descriptions, and extents to be removed or protected.
- 6.2.1.13 S-Sheets (Sidewalk Plans)
 - 6.2.1.13.1 Includes the review of all sidewalks and ramps for compliance with current ADA standards and the Public Right-of-Way Accessibility Guidelines (PROWAG). Ramps that are deemed non-compliant will be replaced to meet compliance standards, wherever possible. Any necessary design exceptions for pedestrian facilities unable to meet ADA/PROWAG will be identified, recorded, and reported to the client. Consultant will complete sidewalk design for each intersection quadrant and roadway crossing within the project limits. Sheets will include final layout of sidewalk removal, replacement, and jointing.
- 6.2.1.14 U-Sheets (Retaining Walls & Special Details)
 - 6.2.1.14.1 Includes any additional special detail drawings or modified standards required for the completion of the project not covered under the prior design sections. Retaining wall designs will show locations, profiles, and site grading plans for each proposed wall section.
 - 6.2.1.14.2 Note this task only includes limited retaining wall design and assumes that no significant walls will be required. Walls or ledges greater than 12-inches in height will require an additional amendment for structural design, as will any safety rail designs required to meet ADA/PROWAG.
- 6.2.2 Updated Opinion of Probable Cost
 - 6.2.2.1 A preliminary construction cost opinion will be submitted with the Preliminary Plans. Construction cost opinions will be based on estimated quantities for construction items. Detailed quantity takeoffs will not be developed for the preliminary construction cost opinion. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs.
 - 6.2.2.2 The Opinion of cost will be separated out by Division per SUDAS guidance and additionally by project phase and funding source, if applicable.
- 6.2.3 Internal QA/QC review of the 60% documents.
 - 6.2.3.1 Consultant will conduct internal review and checking procedures for the quality of project deliverables.
- 6.2.4 Attend 60% document review meeting with owner.

6.3 Prepare 90% Construction Document Set:

- 6.3.1 Prepare a final set of plan documents. The 90% submittal will include finalized versions of all sheet sets included in the 60% submittal with the following changes and additions:
 - 6.3.1.1 C-Sheets (Quantity Estimates, Tabulations, & Estimate Reference Information)
 - 6.3.1.1.1 Includes final bid items to be included, as well as final quantity tabulations, the development of general notes, and estimate reference information.
 - 6.3.1.2 L-Sheets (Geometric Staking & Jointing Layout)
 - 6.3.1.2.1 Includes refined geometric layouts and details for intersections and special paving areas, as well as pavement jointing layouts that identify suggested concrete joint types and locations.
 - 6.3.1.3 R-Sheets (Erosion Control Plan)
 - 6.3.1.3.1 Includes final design and drafting of site grading and SWPPP sheets consistent with NPDES General Permit #2 requirements, including three-stage erosion and sediment control plan and formal SWPPP document based on USEPA, Iowa DNR, and the Client's guidelines.
 - 6.3.1.3.2 Note that this item is only required by IDNR if the disturbed area exceeds one (1) Acre or the drainage system outlets into a "Water of the United States (WUS)." As such, R-Sheets may not be included in the plans depending on phase extents, utility impacts, and discharge locations.
 - 6.3.1.4 S-Sheets (Sidewalk Design)
 - 6.3.1.4.1 In addition to the items from the 60% design submittal, the S-sheets for the 90% submittal will also include a sidewalk staking and compliance form per the Iowa DOT standards.
- 6.3.2 Finalize Supplemental Technical Specifications.
 - 6.3.2.1 Technical specifications will be developed in accordance with the local jurisdiction and/or regulatory agency for inclusion in the project manual.
- 6.3.3 Prepare Final Opinion of Probable Cost.
 - 6.3.3.1 A finalized opinion of probable cost will be submitted with the 90% Plans. Construction cost opinions will be based on tabulated quantities for construction items. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs.
 - 6.3.3.2 The Opinion of cost will be separated out by Division per SUDAS guidance and additionally by project phase and funding source, if applicable.
- 6.3.4 Conduct an internal QA/QC review of the 90% Construction Document plan set and specifications.
- 6.3.5 Attend 90% document review meeting with owner.

6.4 Final Construction Document Set

- 6.4.1 Revise the plans and specifications as necessary following the final 90% review.
- 6.4.2 Sign and seal documents by licensed Landscape Architect, and Engineers in the State of Iowa.

6.5 Meetings Expectations (in person meetings unless otherwise noted)

- 6.5.1 (3) Owner review meetings (hybrid - in person and virtual)

7. Utility Coordination & Permitting

- 7.1 Consultant will collaborate with Owner to coordinate with authorities having jurisdiction to approve the project and private third parties related to utilities and construction activities.
 - 7.1.1 The Consultant will provide technical criteria, written descriptions, and design data to relevant regulatory agencies and will collaborate with the Owner to prepare and file the appropriate permits.
 - 7.1.2 Any fees for construction permits, licenses or other costs associated with the permit and approval will be the responsibility of the Owner.
 - 7.1.3 Permit assistance includes preparing relative permits and regulatory documents limited to the following:
 - 7.1.3.1 Stormwater Pollution Prevention Plan (SWPPP) and Notice of intent to obtain a NPDES permit. Note that this may not be necessary depending on project phasing.
 - 7.1.3.2 Iowa DNR general NPDES permit #2. Note that this may not be necessary depending on project phasing.
 - 7.1.3.3 Iowa Joint Application for Floodplain Management, Sovereign Lands Review, and USACE Section 404 Water Quality permits. Note that these will not be necessary should the project extents not extend east of B Ave.
 - 7.1.3.4 Iowa DNR Public water supply permit. Note that this will not be required should the project not require modification to existing water main facilities beyond adjusting private service connections and valve boxes.
 - 7.1.3.5 Iowa DNR Wastewater facility permit. Note that this will not be required should the project not require modification or extension of sanitary sewer facilities beyond private service connections or manhole adjustments.
 - 7.1.3.6 Iowa DOT Right-of-Way permits. Additional coordination may be required for any proposed modifications to existing traffic signals, pedestrian push buttons, or drainage infrastructure in DOT Right-of-way. Note that additional system modeling for drainage calculation or reporting purposes for areas outside the bounds of this project are not included in this amendment and will be provided via a scope amendment, if necessary.

- 7.2 Private Utility coordination meetings will be conducted with third party utility providers with infrastructure in the vicinity of the project.
- 7.2.1 Private utilities identified by Owner and Iowa One Call as having facilities, existing or planned, in the vicinity of the project will be invited to participate in one (1) in-person meeting during the 60% design process. This will be followed by a series of virtual meetings during the 90% design process where the Consultant will use the Engineering Design Documents and the associated digital utility drawings (.dwg) to illustrate potential conflicts to each affected party. The identified conflicts will be documented, and relocation requests submitted, where necessary. Each affected utility provider will be notified when the project is bid/let and invited to the pre-construction meeting(s) for each phase.
- 7.2.2 Consultant will not provide detailed design or relocation plans for any private utility provider affected by this project.
- 7.3 Additional system modeling for drainage calculation or reporting purposes for areas outside the bounds of this project for Iowa DOT compliance are not included in this agreement and will be provided via a scope amendment, if necessary.

8. Bidding & Negotiation

- 8.1 The project may be developed into multiple phases as part of the Master-planning and Engineering Design processes. As such, the amount of effort required for this task and timeline of it is indeterminate. JEO and Owner will negotiate a contract amendment(s) for Bidding phase services once the Final Construction Documents are completed. The amendment(s) will cover document preparation, bid advertising/notice assistance, plan clarification/addenda, answering prospective bidder questions, pre-bid meetings, bid opening assistance, bid tabulations, recommendations of award, and preparing contract documents with the selected bidder(s).

9. Construction Administration/Inspection

- 9.1 The project may be developed into multiple phases as part of the Master-planning and Engineering Design processes. As such, the amount of effort required for this task and timeline of it is indeterminate. JEO and Owner will negotiate a contract amendment(s) for Construction phase services once the Final Construction Documents are completed. The amendment(s) will cover Construction Administration and Inspection, schedule/budget monitoring, communication, documentation, regulatory compliance, change order management, partial pay-estimates, plan interpretation, utility coordination, and project close-out.

10. FEE

10.1 JEO proposes to provide the services defined above for the lump sum fee defined below:

<i>Task</i>	<i>Fee</i>
Task 1 – Project Management	Subtotal \$29,300
Task 2 – Survey	Subtotal \$24,700
Task 3 – Discovery	Subtotal \$23,200
Task 4 – Visioning and Conceptual Development	Subtotal \$52,800
Task 5 – Master Plan Documentation	Subtotal \$22,400
Task 6 – Design Services	Subtotal \$234,300
Task 7 – Utility Design & Permitting	Subtotal \$12,800
Task 8 – Bidding & Negotiation*	Subtotal \$TBD*
Task 9– Construction Administration*	Subtotal \$TBD*
Total	<u>\$399,500</u>

*services to be provided via amendment

11. CONTRACT TIME

11.1 The information in this proposal and fee estimate is valid until Jan 31, 2024. After that time, the scope of services and estimated fee are subject to adjustment.

11.2 Anticipated Deliverable Schedule

A. Project Management	12 Months from NTP
B. Survey	4 Months from NTP
C. Discovery	4 Months from NTP
D. Visioning	5 Months from NTP
E. Masterplan	6 Months from NTP
F. Preliminary Design (60% Plans)	9 Months from NTP
G. Final Design (100% Plans)	12 Months from NTP
H. Bid Phase Services	TBD
I. Construction Phase Services	TBD

12. EXCLUSIONS

- 12.1 Digital movie of the project.
- 12.2 Water Main or Sanitary Sewer Design.
- 12.3 Structural Design or Retaining Wall Design.
- 12.4 Bidding/Negotiation Services.
- 12.5 Construction Administration/Inspection.
- 12.6 Construction Survey.
- 12.7 Environmental Compliance (NEPA) nor Archaeology Investigations, Architectural Inspections, or other Cultural Resource Services (SHPO).
- 12.8 Wetland delineation or mitigation.
- 12.9 Subsurface utility exploration (potholing/GPR)
- 12.10 Eminent Domain/Condemnation Services.
- 12.11 ROW negotiation, easement plats, or other property procurements.
- 12.12 Boundary retracement or property/survey monument re-setting.
- 12.13 Hazardous Material Testing.
- 12.14 Development or USPS-standardization of project-specific distribution lists.
- 12.15 Postage for direct mailers.
- 12.16 Development of committee lists, and solicitation of members to join stakeholder committees.
- 12.17 Distribution of public notifications in local newspapers and media outlets.
- 12.18 Meetings beyond those suggested within this scope of services.
- 12.19 Providing locations or rental fees for meetings.
- 12.20 Permit fees.
- 12.21 The purchase or maintenance of any web domains nor websites.
- 12.22 Creating or maintaining social accounts.
- 12.23 Relocations or Plan Preparations for Private Utilities.
- 12.24 Verification Testing Services.
- 12.25 Any other items not outlined in the scope of services.

13. REIMBURSABLE EXPENSES

13.1 Typical reimbursable expenses are included in the lump-sum and include:

- 13.1.1 Mileage for trips required to complete the work defined above.
- 13.1.2 Long-distance phone calls.
- 13.1.3 Meals, lodging, & other travel expenses.
- 13.1.4 Software.
- 13.1.5 Copies/prints, and faxes.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:

The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Consultant shall require the same of each consultant.

AGENDA ITEM # J – 3

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

DATE: January 2, 2024

AGENDA ITEM: Engagement Letter with Ahlers Cooney

ACTION: Motion

SYNOPSIS: Ahlers Cooney (Bond Attorney) will be completing the development agreement between the City of Mt. Vernon and CHI (Community Housing Initiatives). The City Council agreed to provide \$395,000 in LMI funding to the CHI project during the application process. The development agreement will codify the conditions of the forgivable grant.

BUDGET ITEM: LMI Funds

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Engagement Letter

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Nathan J. Overberg
515.246.0329
noverberg@ahlerslaw.com

December 27, 2023

Sent via email: cnosbisch@cityofmtvernon-ia.gov

Chris Nosbisch
City Administrator
City of Mount Vernon
213 First St. NW
Mount Vernon, IA 52314

RE: Engagement Letter – Community Housing Initiatives, Inc. Development Agreement

Dear Chris:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Mount Vernon, Iowa (the “City”) in connection with a development agreement with Community Housing Initiatives, Inc. in the Mount Vernon Urban Renewal Area (the “Development Agreement”), in accordance with Iowa Code Chapter 403.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Development Agreement, per the terms provided to us by the City;
2. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
3. Answer questions and advise City staff and the Council throughout the adoption process for the Development Agreement; and
4. Complete a transcript file record related to the adoption of the Development Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Development Agreement;
2. Defending any legal challenges to or arising out of the Development Agreement;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role;
4. Administering the Development Agreement after the adoption of the Development Agreement (and after completion of the transcript file on the Development Agreement); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Development Agreement is adopted/approved by the Council and our final invoice has been paid.

FEES

The attorneys working in the economic development practice area of the firm, including Nathan Overberg and Jenna Sabroske, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Overberg's 2024 hourly rate is \$340 and Ms. Sabroske's rate is \$270. Work performed by other attorneys will be billed at their 2024 hourly rate (from \$200-\$430 per hour). Work by legal assistants will be billed at \$140-\$155 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from

representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City’s request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:


Nathan J. Overberg

Accepted and approved on behalf of the City Council of the City of Mount Vernon, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2024.

AGENDA ITEM # J – 4

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

DATE:	January 2, 2024
AGENDA ITEM:	Access Agreement - CHI
ACTION:	Motion

SYNOPSIS: The construction of CHI's 30 unit LMI housing project will be underway at the same time as the Glenn Street construction. This access agreement allows for construction access to the CHI property (for their contractors) during the Glenn St improvement construction.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Agreement

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2024, by and between the **City of Mount Vernon** ("Grantor"), and **Community Housing Initiative** ("Grantee"); Grantor and Grantee each referred to herein as a "Party" and collectively, the "Parties".

RECITALS

A. Grantor is the owner of certain real property located in the City of Mount Vernon, Iowa; more particularly described as **Glenn Street SE and Proposed Street** ("Grantor Property") on the attached Exhibit A, which exhibit is attached hereto and by this reference incorporated herein.

B. Grantee is the owner of certain real property adjacent to the Grantor Property, located in the City of Mount Vernon, Linn County, Iowa; and more particularly described on the attached Exhibit B (the "Grantee Property"; the Grantee Property and the Grantor Property each referred to herein as a "Property" and collectively, the "Properties"), which exhibit is attached hereto and by this reference incorporated herein.

C. Grantee intends to develop and improve the Grantee Property for use as a multi-family affordable housing project to be known as **Cottonwood Trail Apartments**, consisting of thirty (30) units and ancillary and appurtenant facilities (together, the "Grantee Facility").

D. Grantee requires, in connection with its development, operation and use of the Grantee Facility, a means of ingress to and egress from the Grantee Property over and across that portion of the Grantor Property more particularly described and depicted on the attached Exhibit C (the "Access Easement Area"), which exhibit is attached hereto and by this reference incorporated herein.

E. Grantor desires to grant to Grantee an easement over and across the Access Easement Area for purposes of ingress to and egress from the Grantee Property to those certain publicly dedicated rights-of-way commonly known as **Glenn Street SE and Business 30**.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties agree that the Recitals stated above are true and correct and form a material part of this Agreement upon which the Parties have relied. The Recitals set forth above are incorporated herein by this reference.

2. Grant of Access Easement. Grantor hereby grants and conveys to Grantee and its tenants, invitees, licensees, guests, contractors, successors, and/or assigns a

perpetual, non-exclusive easement within, across and over the Access Easement Area, for purposes of vehicular and pedestrian ingress to and egress from the Grantee Property to that certain publicly dedicated rights-of-way commonly known as **Glenn Street SE and Business 30**, subject to the terms of this Agreement (the "Access Easement").

3. Retained Rights. Notwithstanding the foregoing and subject to the terms of this Agreement, Grantor retains all rights in and to the Grantor Property that do not materially burden or interfere with Grantee's use of the Access Easement Area for the uses described above.

4. No Rights Vested in General Public. Nothing contained herein shall ever be deemed to create any rights for the benefit of the general public, or to constitute any of the affected areas a dedicated public thoroughfare for either vehicles, bicycles and/or pedestrians or other lawful use. The Parties are hereby obligated to do all things necessary to perpetuate the status of the easements created by this Agreement as private easements, including cooperating with each other in the periodic publication of legal notices or physically barring access to the affected areas as may be required by law for the purposes expressed in this paragraph; provided, however, that prior to closing off any substantial portion of the Access Easement Area, as herein provided, the Party requesting such closing shall give written notice to the other Party of its intention to do so and shall attempt to coordinate such closing with the other Party so that no unreasonable interference with the passage of vehicles or passage of pedestrians shall occur. This Agreement is enforceable only by the Parties to this Agreement.

5. Maintenance.

(a) The Parties agree that Grantor shall maintain or cause to be maintained the Access Easement Area in good condition and repair in accordance with all applicable governmental rules, ordinances and regulations (including building and fire code rules and regulations), as well as sound engineering practices including, without limitation, (i) keeping any sidewalks, driveways, parking spaces and other paved areas free of snow, mud, ice, refuse, garbage, holes and breaks in pavement and related matters, and (ii) keeping any dirt, gravel or pavement surface of the sidewalks, driveways, parking spaces and other paved areas smooth and evenly covered with the type of surfacing material initially used or substitute material reasonably acceptable to the Parties that is equal in quality, use and durability. **The costs of such maintenance of the Easement Premises shall be allocated equally between the Parties. In the event that Grantor fails to comply with its maintenance obligations as set forth herein, which failure continues for more than ten (10) days after the date of delivery of written notice of such default to Grantor, Grantee and its Limited Partner (as hereinafter defined) shall each be entitled to** (i) enter the Access Easement Area and any other portion of the Grantor Property for the purpose of the performance of such maintenance activities as are necessary to restore the Access Easement Area to good condition and repair, (ii) expend such funds as are reasonably necessary to provide the necessary maintenance, and (iii) submit an immediate invoice to Grantor for its share of the reasonably expended funds, which amount shall be due and payable within ten (10) days of the date of receipt of notice of the invoiced bill. In the event such amount

shall not be paid within such ten (10) days period the amount then due shall bear interest at the rate of the lesser of (i) ten percent (10%) per annum, and (ii) the maximum percentage allowable by [State] law, compounded annually, until paid.

(b) Tenant Notice; Emergencies. Unless an event of emergency, any Party performing or causing to be performed any maintenance, repair, or other work that may cause a temporary closure of the Access Easement Area or otherwise interfere with the other Party or its tenants' use of the Access Easement Area or, in the case of Grantee the Grantee Facility, shall provide the other Party and its tenants with prior notice of such temporary closure or interference no less than forty-eight (48) hours prior to commencement of any such work. In the event of emergency, the Party performing or causing to be performed such maintenance, repair, or other work shall endeavor to provide the other Party and its tenants with notice of such temporary closure or interference as soon as practical after commencement of such work.

(c) Continued Diligence. Any repair or maintenance performed under this Agreement shall be pursued with continued diligence so as to minimize the impact and disruption to the Parties.

(d) No Mechanic's Liens. The Parties shall keep the Access Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Parties.

6. Covenant. The restrictions and agreements set forth herein shall benefit and burden and shall run with the Properties, **shall remain in full force and effect in perpetuity**, and shall be unaffected by any change of ownership of the Properties, or any other change in use of said property or other circumstances, except as otherwise expressly provided for herein. Each of the rights created under this Agreement shall be specifically enforceable in a court of equity, it being recognized that damages at law will be inadequate in addressing any breach of the provisions hereof or a violation of the rights created hereunder.

7. Indemnity. Except as otherwise expressly provided herein, each Party hereto shall indemnify, defend and hold harmless the other Party, and their respective members, partners, officers, agents, employees, customers, tenants, subtenants, contractors, users, owners, lessees, licensees, invitees and guests ("Indemnified Party") from and against any and all claims, liabilities, costs and expenses, losses, penalties, and fines, including, without limitation, reasonable attorneys' fees, and for any and all injury to persons or damage to property arising from any act or omission which is in breach of each Party's respective covenants and obligations hereunder. Notwithstanding the foregoing, no Party shall be obligated to indemnify, defend, protect or hold harmless any other Party or Indemnified Party to the extent such liabilities arise from the gross negligence or willful misconduct of such other Party or Indemnified Party. **The obligations in this Section 7 shall survive the expiration or termination of this Agreement.**

8. Insurance. Grantor shall maintain adequate insurance, including comprehensive broad form general public liability insurance, covering any construction, installation, use, operation, repair or maintenance of the improvements located within the Access Easement Area, and Grantor shall provide evidence of such insurance to Grantee upon request.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Notice. All notices and communications required or permitted to be given hereunder shall be in writing and hand-delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If Grantor:
City of Mount Vernon
213 First St NW
Mount Vernon, IA 52314

If Grantee:
CHI Cottonwood Trail, LLLP
c/o Sarah Reilly
845 31st Ave SW
Cedar Rapids, IA 52404

With copies to the Limited Partner:
MHEG Fund 59, LP
%o Midwest Housing Equity Group Inc.
515 N 162nd Avenue, Suite 202
Omaha, NE 68118
Attention: President

and:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102-2186
Attention: Shane R. Deaver, Esq.

Notice shall be deemed to have been given upon receipt or refusal. In the event that any person acquires a fee interest in the Properties, said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which the Properties are located. Any Party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county recorder's office in the county in which the Properties are located. Until such time as the notice of change is effective pursuant to the terms of this Section 10 and until such time as it is recorded as required above, the last address of said Party shall be deemed to be the proper address of said Party.

11. Investor Provisions. Grantor agrees that in the event of default by Grantee, Grantor shall provide Grantee's limited partner(s) (the "Limited Partner") with written

notice of such default, so long as Grantor has been provided the name and address of the Limited Partner. Grantor will allow such Limited Partner up to thirty (30) days after delivery of such notice of default to cure any monetary default under this Agreement (it being acknowledged by Grantor that the Limited Partner shall have no obligation to cure any default by Grantee). Grantor will allow such Limited Partner up to sixty (60) days after delivery of such notice of default to cure any non-monetary default under this Agreement; provided however that, in the event a non-monetary default is not susceptible to being cured within such sixty (60) days, Grantor will allow the Limited Partner such additional time as reasonably necessary to cure such default provided the Limited Partner has commenced to cure such default within the original sixty (60)-day cure period and is diligently and continuously proceeding to cure such default through completion of such cure (it being acknowledged by Grantor that the Limited Partner shall have no obligation to cure any default by Grantee). For purposes of this Agreement, the Parties acknowledge that **MHEG Fund 59, LP, a Nebraska limited partnership is the Limited Partner** and shall receive copies of any notice required hereunder at the address specified in Section 10 above and shall benefit from any such investor cure rights set forth herein. Grantor will allow any Limited Partner to take any action on behalf of Grantee, and Grantor will accept such action on the same basis as if such action were taken directly by Grantee.

12. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior agreements, negotiations or understandings will be deemed to be merged into this Agreement.

(b) The provisions of this Agreement are severable, and if any provision is found to violate any law or public policy, the remaining provisions shall remain fully enforceable and the affected provision shall be deemed to be amended to conform with applicable law or public policy while, insofar as possible, retaining the original import of such provision.

(c) Notwithstanding any course of conduct between the parties, no amendments, waivers or modifications of this Agreement will be made or deemed to have been made unless they are in writing and are executed by all Parties and consented to by the Limited Partner and the Parties' mortgagees.

(d) No failure by a Party to insist upon the strict performance of any term, covenant, or provision contained in this Agreement or to exercise any right or remedy under this Agreement, or other action or inaction by such Party (other than execution and delivery of a written waiver) will constitute a waiver of any such term, covenant, or provision, or a waiver of any such right or remedy, or a waiver of any default by the other Party.

(e) Any waiver of a breach of a term or a condition of this Agreement will not prevent a subsequent act, which would have originally constituted a default under this Agreement, from having all the force and effect of a default.

(f) The prevailing Party in any litigation or an arbitration that arises under this Agreement shall be awarded its reasonable attorneys' fees, costs and other expenses incurred in such proceeding, including any appeal.

(g) This Agreement shall be construed under the laws of the State of Iowa, disregarding conflicts of laws principles.

(h) The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(i) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Signatures transmitted by facsimile or email shall be valid and binding for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Party has caused this Agreement to be duly executed as of the date noted above.

GRANTOR:

City of Mount Vernon

By _____
Chris Nosbisch, City Administrator

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, _____ of _____, who executed the forgoing instrument, and acknowledged that the execution of the same as the voluntary act and deed on behalf of the _____.

Notary Public

IN WITNESS WHEREOF, the undersigned Party has caused this Agreement to be duly executed as of the date noted above.

GRANTEE:

Community Housing Initiative

By _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, _____ of _____, who executed the forgoing instrument, and acknowledged that the execution of the same as the voluntary act and deed on behalf of the _____.

Notary Public

EXHIBIT A

Legal Description of Grantor Property

[INSERT LEGAL]

EXHIBIT B

Legal Description of Grantee Property

[INSERT LEGAL]

EXHIBIT C-1

Legal Description of Access Easement Area

[Developer/Grantor to provide]

EXHIBIT C-2

Depiction of Access Easement Area

[Developer/Grantor to provide]

[EXHIBIT D]

Subordination of Grantor Property Lienholder

The [LENDER] (“[LENDER]”), having a security interest in that certain property described in that certain (i) [Mortgage] dated as of [DATE], recorded on [DATE] at [RECORDING INFORMATION] in the office of the Register of Deeds of ____ County, ____ (the “[Mortgage]”), said property being the same property as described in the foregoing Access Easement Agreement as the Grantor Property, hereby consents to the Access Easement Agreement and rights created therein and subordinates the [Mortgage] to all obligations, covenants, conditions and rights granted therein as of this ___ day of _____, 2023.

[LENDER]:

[LENDER]

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:

COUNTY OF _____)

Before me, in and for said County and State, on this __ day of _____, 2023, personally appeared _____, the _____ of [LENDER], to me known as the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she/it executed the same as his/her/its free and voluntary act and deed.

[SEAL]

NOTARY PUBLIC

Commission No. _____

My Commission Expires: _____

AGENDA ITEM # J – 5

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

DATE:	January 2, 2024
AGENDA ITEM:	Tuition Assitance
ACTION:	Motion

SYNOPSIS: Officer Blinks is seeking tuition reimbursement for classes that will be of benefit to the City (BS in Criminal Justice, Upper Iowa). Chief Shannon and I are seeking approval of \$3,000 for each of the fall 2023, spring 2024, and fall 2024 semesters. I can only approve up to \$1,000 per fiscal year without City Council approval (6.9 Education Assistance – personnel policy). Should Officer Blinks leave within three years of his completion date, he would be responsible for repaying a prorated share of the tuition. Staff and I continue to review educational opportunities that could provide the city with seamless succession plans.

BUDGET ITEM: Police

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

All full-time employees will be provided with a group insurance plan of the City's choice. The employee's and employer's portions of the premium may vary from year-to-year, depending on changes in coverage or premium costs, as determined by the collective bargaining unit. Employee premiums are paid through payroll deduction. Employees will be notified of any changes in the policy as far in advance as possible. A copy of the group plan will be provided to each employee.

Insurance plans, coverage, and eligibility will be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the City.

6.8 LIFE AND LONG TERM DISABILITY

The City will provide employees with life and long term disability insurance in accordance with collective bargaining agreements.

6.9 EDUCATION ASSISTANCE

This policy is directed primarily at employees seeking a higher degree or certification. The assistance provided will be for core courses and prerequisite courses only and not for general education courses. This benefit will apply only to full-time employees.

The City Administrator has the authority to approve or disapprove requests after a recommendation of the department head.

1. The employee's department head and the City Administrator must approve the courses requested prior to registration. The department head and City Administrator have the authority to deny requests.
2. Courses must be taken through a recognized educational institution.
3. The reimbursement will be based on grades received.
 - a. A grade of A, B or C will receive 100% reimbursement
 - b. A grade of D will receive a 50% reimbursement
 - c. A failing grade will receive no reimbursement
4. Participation in the course work will be solely on the employee's time unless waived by the City Administrator upon recommendation of the department head.
5. The maximum reimbursement to an employee will not exceed \$1,000 per fiscal year unless additional reimbursement is recommended by the department head and City Administrator and approved by the City Council.
6. This benefit is a reimbursement program. The employee must present proof of course payment and successful completion before reimbursement is made.
7. If an employee leaves City employment prior to the completion of the course, no reimbursement will be made.
8. This policy does not apply to Police or Fire Academies and does not include training needed by employees to maintain normal operational functions necessary for full-time employment.
9. The employee agrees that in the event they leave their employment with the City within a 3-year period after the completion of the course and being reimbursed, they will be required to pay back the amount paid by the City as follows:
 - a. Within 1 year – 100% of the reimbursement
 - b. Within 2 years – 2/3 of the reimbursement
 - c. Within 3 years – 1/3 of the reimbursement

AGENDA ITEM # J – 6

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

DATE: January 2, 2024

AGENDA ITEM: Additional Derecho Cleanup Expenses

ACTION: Motion

SYNOPSIS: This may or may not be an action item for this agenda. The company that was contracted to complete the “sifting” of the remaining derecho material spent more time than originally expected. The proposal was based upon an hourly rate and the submitted invoice is higher than the original estimate.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

AGENDA ITEM # J – 7

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

DATE:	January 2, 2024
AGENDA ITEM:	January 15, 2024 City Council Meeting
ACTION:	Motion

SYNOPSIS: Councilperson Andresen has requested a discussion on moving the January 15, 2024 City Council meeting. Monday, January 15, 2024 is the scheduled night to caucus in Iowa.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

AGENDA ITEM # J – 8

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

DATE:	January 2, 2024
AGENDA ITEM:	February 19, 2024 City Council Meeting
ACTION:	Motion

SYNOPSIS: Due to the number of public hearings being scheduled and the intricacies of the budget process, staff is asking Council to consider changing the date for the 2nd meeting in February now. The normal meeting date of February 19, 2024 falls on Presidents Day. Historically you have moved the meeting to the following Tuesday or Wednesday.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

AGENDA ITEM # J – 9

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

DATE: January 2, 2024

AGENDA ITEM: Pay Application #2 – Sewer Cleaning

ACTION: Motion

SYNOPSIS: Enclosed with this report is pay application #2 for sewer cleaning in the amount of \$91,564.76.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #2

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023



VEENSTRA & KIMM INC.

2600 University Parkway, Suite 1
Coralville, Iowa 52241

319.466.1000 // 888.241.8001
www.v-k.net

December 15, 2023

PAY ESTIMATE NO. 2

Sewer Cleaning
Mount Vernon, IOWA

Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

Contract Amount \$105,251.92
Contract Date
Pay Period Oct. 3, 2022 - Jan. 17, 2023

BID ITEMS							
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Mobilization	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$ 5,000.00
1.2	Televising 6"-15" Sanitary Sewer	LF	66,392	\$ 0.62	\$ 41,163.04	49,398	\$ 30,626.76
1.3	Easement Televising 6"-15" Sewer	LF	0	\$ 1.86	\$ -	12,223	\$ 22,734.78
1.4	Cleaning 6"-15" Sewer (≤2 passes)	LF	66,392	\$ 0.89	\$ 59,088.88	55,520	\$ 49,412.80
1.5	Heavy Cleaning 6"-15" Sewer	LF	0	\$ 1.78	\$ -	1,839	\$ 3,273.42
1.6	Easement Cleaning 6"-15" Sewer	LF	0	\$ 2.67	\$ -	12,223	\$ 32,635.41
1.7	Heavy Easement Cleaning	LF	0	\$ 5.34	\$ -		\$ -
1.8	Root Cutting	LF	0	\$ 0.98	\$ -	3,219	\$ 3,154.62
1.9	Disposal	LS	xxxxx	\$ 250.00	\$ -		\$ -
Contract Price:					\$ 105,251.92		\$ 146,837.79

SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 105,251.92	\$ 146,837.79
Approved Change Order (list each)			
Revised Contract Price		\$ 105,251.92	\$ 146,837.79
Stored			
		Total Earned	\$ 146,837.79
		Retainage (5%)	\$ 7,341.89
		Total Earned Less Retainage	\$ 139,495.90
Total Previously Approved (list each)		Pay Estimate No. 1	\$ 47,931.14

Percent Complete 100% Total Previously Approved \$ 47,931.14
Amount Due This Request \$ 91,564.76

The amount \$91,564.76 is recommended for approval for payment in accordance with the terms of the contract.

Prepared By:
Hydro-Klean, LLC

Signature: [Signature]
Name: NADE ANDERSON
Title: CEO
Date: 12/15/23

Recommended By:
Veenstra & Kimm, Inc.

Signature: [Signature]
Name: Eric Gould
Title: Engineer
Date: December 15, 2023

Approved By:
Mount Vernon, Iowa

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

L. Discussion Items (No Action)

AGENDA ITEM # L – 1

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

DATE:	January 2, 2024
AGENDA ITEM:	Council Operation/Appointments
ACTION:	None

SYNOPSIS: Mayor Wieseler would like to discuss council appointments now that Councilperson Andresen has been seated. He would also like to review the ground rules for open discussions, adding items to the agenda, and public comment limitations.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: Mayor

MAYOR/COUNCIL ACTION: None

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/29/2023

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
January 2, 2024**

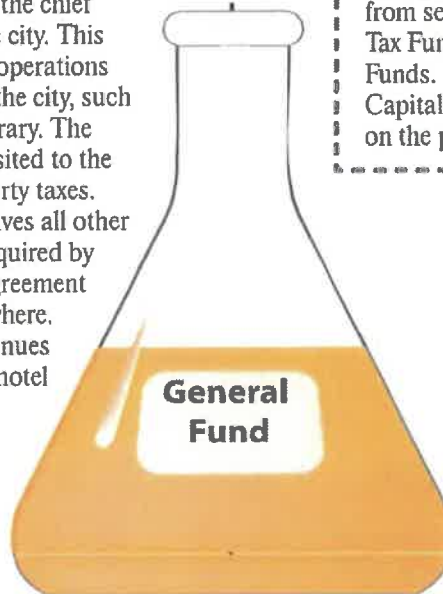
- I have included a document from the Iowa League of Cities that provides a brief overview of municipal financing in preparation for the upcoming budget sessions.
- City staff continues to work with officials from the IaDOT on the final concept language for the Hwy 1 reconstruction project. The concept language will be the basis for the future contract between the two entities.
- I will be attending an IaCMA Board meeting on Friday, January 5, 2024, regarding the pre legislative priorities for cities.
- I will be speaking at the LBC on Thursday, January 11, 2024, as a part of the monthly speaker series.

Municipal Funding: Chemistry like you never imagined

Municipal finance is based upon fund accounting. This means that all revenues and expenditures are classified and assigned to a particular fund for tracking. This segregation of funds provides a level of accountability to ensure that public funds are expended in an appropriate manner. State law and general accounting principles create a set of rules and accepted procedures similar to the laws of chemistry.

The General Fund

The General Fund is the chief operating fund of the city. This fund supports those operations most identified with the city, such as fire, police and library. The largest revenue deposited to the general fund is property taxes. However, it also receives all other income that is not required by law or contractual agreement to be deposited elsewhere. This can include revenues received from hotel/motel tax, local option tax, license and permits, earnings of investments and permits and intergovernmental revenues.



Fund Transfers

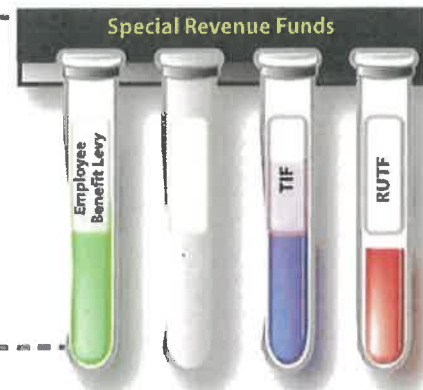
Cities often make transfers between funds in order to accurately portray their expenditures. For example, a new public works facility may be financed from several revenue sources, such as the Road Use Tax Fund, the General Fund and various Enterprise Funds. Cities will often transfer these revenues to the Capital Improvements Fund for combined expenditure on the project.



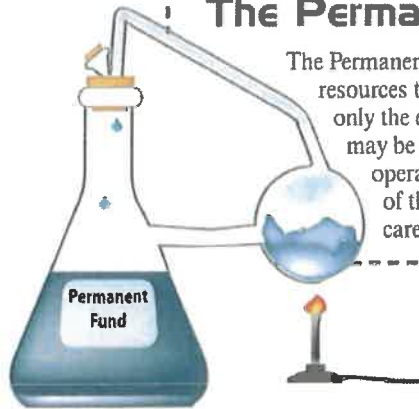
Cities work on a Fiscal Year of July 1 to June 30. The city clerk or finance officer will prepare the budget as a projection of the needs for the following year. The council will then adopt the budget.

The Special Revenue Funds

The Special Revenue Funds contain the proceeds from a specific source and are required by law or regulation to be accounted for separately and used for a specific purpose. Examples include Tax Increment Finance revenues, Road Use Tax Fund revenues and the property tax revenue dedicated to employee benefits. Cities may also use this fund for the proceeds of local option sales tax if they have limited the ways these revenues must be used.



The Permanent Fund



The Permanent Funds are used to account for resources that are legally restricted so that only the earnings, and not the principal, may be used to support a governmental operation. The most common usage of this classification is perpetual care cemeteries.

The Debt Services Fund



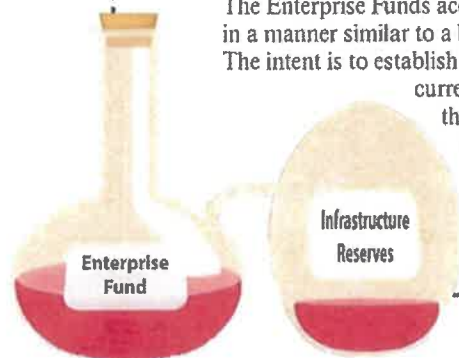
The Debt Services Fund is dedicated for the payment of principal and interest on the city's long term debt. Much of this fund consists of property tax revenue; however revenues from other sources are frequently transferred to this fund.

The Capital Projects Fund



The Capital Projects Fund is used by cities to account for the resources used in the acquisition and construction of large capital projects.

The Enterprise Funds



The Enterprise Funds account for operations that operate in a manner similar to a business, such as the city utilities. The intent is to establish a rate or charge to sustain the current and long-term operation of the utility. Due to the expense associated with operating utilities, enterprise funds often have large amounts of cash that are being held in reserve for future improvements or emergencies.