

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:	December 18, 2023 – 6:30 PM
Web Page:	www.cityofmtvernon-ia.gov
Posted:	December 15, 2023

Mayor:	Tom Wieseler	City Administrator:	Chris Nosbisch
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:	Deb Herrmann	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: 831 3129 1290
3. Password: 316527

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 4, 2023 Regular Council Meeting
2. Appoint Mary Evans and Randy Brown – Historic Preservation Commission
3. Appoint Rachel Mosier - Zoning Board of Adjustment
4. Appoint Michael Joseph – Park and Rec Board

E. Public Hearing

1. Public Hearing on the Proposed Amendment No. 8 to the Mount Vernon Urban Renewal Plan
 - i. Close Public Hearing – Proceed to G-2

2. Public Hearing on the Proposed Resolution to Voluntarily Annex Property to the City of Mount Vernon, Iowa
 - i. Close Public Hearing – Proceed to G-4

F. Ordinance Approval/Amendment

1. None

G. Resolutions for Approval

1. Resolution #12-18-2023A: Approving 28E Contractual Agreement for Supplemental Law Enforcement Services Between the City of West Branch, Iowa and Mount Vernon, Iowa
2. 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
3. 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
4. Resolution #12-18-2023D: Approving the Voluntary Annexation of Property into the City of Mount Vernon City Limits
5. Resolution #12-18-2023E: Amending the Purchasing and Procurement Policy for CDBG-Funded Programs to the City of Mount Vernon
6. Resolution #12-18-2023F: Approving the CBDG Required Policy on the Prohibition of the Use of Excessive Force
7. Resolution #12-18-2023G: Adopting the Required Policies for CDBG Funding

H. Mayoral Proclamation

1. None

I. Old Business

1. None

J. Motions for Approval

1. Consideration of Claims List – Motion to Approve
2. Discussion and Consideration of Pay Application #12 – Police Department Renovations – Council Action as Needed
3. 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
4. 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
5. 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
6. 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

7. Discussion and Consideration of Setting Capital Improvement Project Borrowing in Fiscal Year 2024 – Council Action as Needed

K. Reports to be Received/Filed

1. Mount Vernon/Lisbon Police Report
2. Mount Vernon Public Works Report
3. Mount Vernon Parks and Rec Report
4. Cole Library Report

L. Discussion Items (No Action)

1. None

M. Reports of Mayor/Council/Administrator

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

N. 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 4, 2023, at City Hall, 213 1st Street NW, Mount Vernon, IA. A Zoom option was available. The following Council members were present: Rose, Engel, Herrmann and West. Absent: Tuerler.

Call to Order. At 6:30 p.m. Mayor Thomas M. Wieseler called the meeting to order.

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

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

Approval of City Council Minutes – November 20, 2023 Regular Council Meeting

Resolutions for Approval

Resolution #12-4-2023A: Resolution Accepting Work of the Project Known as the Business 30 Culvert Repair with Dave Schmitt Construction. The Business 30 culvert repair project is complete. V&K Engineering has provided a letter of recommendation and certificate of completion. The retainage of \$1,544.45 will be released at the end of the mandatory waiting period. Motion made by Engel, seconded by Herrmann to approve Resolution #12-4-2023A. Roll call all yes. Resolution passes. Tuerler absent.

Resolution #12-4-2023B: Approving the Final Plat of Stoner Plaza 10th Addition. This resolution would approve the final plat of Stoner Plaza 10th Addition. The plat creates two lots, one buildable and the other is designated as an out lot that will be unbuildable until future platting occurs. Planning and Zoning and staff are recommending the approval of this plat. Motion made by Rose, seconded by West to approve Resolution #12-4-2023B. Roll call all yes. Resolution passes. Tuerler absent.

Motions for Approval

Consideration of Claims List – Motion to Approve. Motion made by Herrmann, seconded by Rose to approve the Claims list. Motion carries. Tuerler absent.

PAYROLL	CLAIMS	136,182.98
UMB BANK	2018 GO INTEREST	62,917.50
GALENA CHRYSLER	2023 DURANGO-PD	41,601.00
COMMUNITY DEVELOPMENT GROUP	HOTEL/MOTEL TAX PYMT-ECON DEV	25,922.28
UMB BANK	2022 GO INTEREST	23,238.75
IMWCA	WORK COMP AUDIT-ALL DEPTS	22,845.00
UMB BANK	2014 GO INTEREST	18,862.50
IOWA FINANCE AUTHORITY	SRF BOND INTEREST	14,610.00
UMB BANK	2019 GO INTEREST	10,787.50
US BANK	CREDIT CARD PURCHASES-ALL DEPTS	8,747.54
UMB BANK	2013A GO INTEREST	6,783.75
VEENSTRA & KIMM INC	2022 SANI SEWER INVESTIGATION	6,773.56
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	5,139.20
LINN CO-OP OIL CO	FUEL-PW	4,897.93
VEENSTRA & KIMM INC	COTTONWOOD LMI PROJECT	3,552.00
HEIMAN FIRE EQUIPMENT INC	HOSE,NOZZLE-FD	3,549.85

P&K MIDWEST INC	EQUIPMENT MAINT-RUT	3,462.86
TREASURER STATE OF IOWA	WET TAX	3,439.48
TREASURER STATE OF IOWA	SALES TAX	3,193.54
VEENSTRA & KIMM INC	STREET MISC ENGINEERING	2,670.00
VEENSTRA & KIMM INC	HWY 1 RAB IMPROVEMENTS	2,507.00
BRADY LANHAM	METER BASE & PANEL-PW SITE	2,384.92
UNITED STATES POSTAL SERVICE	METER POSTAGE-ALL DEPTS	2,000.00
ALL EASTERN IA SEAMLESS GUTTER	GUTTERS-PD CONSTRUCTION	1,083.00
NIGHT SHIFT LLC	CLEANING SERVICE-PD	1,042.57
VEENSTRA & KIMM INC	CITY ENGINEERING-GENERAL	990.00
CATERPILLAR FINANCIAL SERVICES	GENERATOR-PD	949.39
NIGHT SHIFT LLC	CLEANING SERVICE-P&A	877.82
AHLERS & COONEY P.C.	LEGAL FEES-P&A	841.50
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-P&A	831.41
MEMORIALS BY MICHEL	STONE RELOCATION-CEM	800.00
CENTRAL IOWA DISTRIBUTING	SUPPLIES-PD	672.00
VEENSTRA & KIMM INC	REMOTE READ METER PROJECT	660.00
NICHOLAS J THURN	SERVICES-FD	603.90
FELD FIRE	KEVLAR BELTS-FD	584.00
GARY'S FOODS	SUPPLIES-ALL DEPTS	579.62
POSTMASTER	UTIL BILL POSTAGE-WAT,SEW,SW	571.59
VEENSTRA & KIMM INC	BUSINESS 30 CULVERT REPAIR	555.25
CARQUEST OF LISBON	VEHICLE/EQUIP MAINT-ALL DEPTS	533.63
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	512.84
VEENSTRA & KIMM INC	BUSINESS 30 CULVERT REPAIR	512.00
DE NOVO MARKETING	HUBSPOT SUPPORT-ALL DEPTS	500.00
MARKET STREET	WEBSITE MAINT-MVHPC	500.00
VEENSTRA & KIMM INC	PW STORAGE BLDGS	468.82
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-LBC	426.22
MEDIACOM	PHONE/INTERNET-P&A	424.70
MEDIACOM	PHONE/INTERNET-SEW	349.92
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-P&A	328.15
MEDIACOM	PHONE/INTERNET-RUT	315.51
TASC	FSA ADMIN FEE-ALL DEPTS	310.59
POSTMASTER	1ST CLASS PRESORT FEE-ALL DEPTS	310.00
AMAZON CAPITAL SERVICES	SUPPLIES-LBC	309.83
HDC PRINTED PRODUCTS	PURCHASE ORDERS-ALL DEPTS	303.27
DE NOVO MARKETING	MONTHLY MAINT-LBC	300.00
WOODWARD COMMUNITY MEDIA	ADS/PUBLICATIONS-LBC	300.00
MEDIACOM	PHONE/INTERNET-FD	283.61
MENARDS	EQUIPMENT-RUT	268.01
MECHANICSVILLE TELEPHONE COMPANY	PHONE/INTERNET-PD	260.97
TECHNICOM COMMUNICATIONS	PHONE MAINT-P&A	260.20
MIDWEST RADAR & EQUIPMENT	EQUIPMENT SERVICE-PD	240.00
MOTOROLA SOLUTIONS INC	IN CAR VIDEO HOSTING-PD	236.09
CITY LAUNDERING CO	SERVICES-LBC	234.55
LYNCH FORD	VEHICLE MAINT-PD	208.58
VEENSTRA & KIMM INC	CANDLESTICK STREET IMPROVEMENT	192.00
RC TECH	CAMERA SERVICE-SW	186.50
HDC PRINTED PRODUCTS	TAX FORMS-ALL DEPTS	185.70
MENARDS	EQUIPMENT-PD	184.99
MATT SIDERS	CONCESSION SUPPLIES-LBC	170.26
US CELLULAR	CELL PHONE-P&REC,WAT,SEW	166.23
MOUNT VERNON BANK & TRUST CO	NSF CHECK-WAT,SEW,GB	134.77

KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	130.38
CHRIS NOSBISCH	MILEAGE-P&A	126.42
BRADY WEAVER	REFEREE-P&REC	125.00
CAEL FOREMAN	REFEREE-P&REC	125.00
IOWA ONE CALL	LOCATES-WAT,SEW	115.20
VEENSTRA & KIMM INC	PRE TREATMENT EVAL-US NAMEPLATE	110.00
MECHANICSVILLE TELEPHONE COMP	PHONE/INTERNET-POOL	108.77
CHRISTOPHER BROWN	CLEANING SERVICES-FD	97.50
CUSTOM HOSE & SUPPLIES INC	EQUIP MAINT-RUT	92.32
STAPLES INC	SUPPLIES-ALL DEPTS	87.33
ARAMARK	RUGS,SERVICES-FD	80.57
VEENSTRA & KIMM INC	CANDLESTICK STREET IMPROVEMENT	80.00
PROFESSIONAL WINDOW CLEANING	WINDOW CLEANING-PD	80.00
CITY LAUNDERING CO	SERVICES-P&A	69.33
CITY LAUNDERING CO	SERVICES-P&A	69.33
MOUNT VERNON CAR WASH	CAR WASH-PD	64.00
PRESTO-X	PEST CONTROL-P&A	58.00
FIRE SERVICE TRAINING BUREAU	TRAINING-FD	50.00
RICKARD SIGN AND DESIGN CORP	GOLF CART PERMITS-PD	50.00
MENARDS	SUPPLIES-RUT	34.58
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	17.20
MIDWEST WHEEL CO	VEHICLE MAINT-FD	15.67
AUTHNET GATEWAY BILLING	CREDIT CARD SERVICES-LBC	5.00
TOTAL		439,420.73

FUND EXPENSE TOTALS

DEBT SERVICE	137,200.00
PAYROLL	136,182.98
GENERAL FUND	105,157.82
WATER FUND	11,211.12
ROAD USE TAX FUND	9,964.17
LBC	8,101.50
SEWER FUND	7,977.16
ARPA LINN COUNTY GRANT	6,773.56
SOLID WASTE	4,297.65
CAPITAL IMPROVEMENT PROJECTS	4,009.25
COTTONWOOD LMI PROJECT	3,552.00
LOST III STREETS & SIDEWALKS	2,507.00
ARP POLICE STATION CONSTRUCTION	1,083.00
STORM WATER FUND	743.52
REMOTE READ METER PROJECT	660.00
TOTAL	439,420.73

Discussion and Consideration of Pay Application #1 – Business 30 Culvert Repair – Council Action as Needed. The project is complete and the repairs have been reviewed by V&K Engineering. Motion made by Engel, seconded by Rose to approve Pay Application #1 in the amount of \$29,344.55. The 5% retainage amount of \$1,544.45 will be released after the mandatory 30-day waiting period. Motion carries. Tuerler absent.

Discussion and Consideration of Pay Application #11 – Police Department Renovations – Council Action as Needed. Motion made by Herrmann, seconded by Engel to approve Pay Application #11 in the amount of \$86,393.00. Motion carries. Tuerler absent.

Discussion and Consideration of Setting a Public Hearing Date for the Rezoning Request and Amendment to the Comprehensive Plan for Property Located in Stoner Plaza 10th Addition from General Commercial (GC) to Mixed-Use Development – Council Action as Needed. The underlying zoning district for the CHI Cottonwood project needs to be changed to Mixed Use development to accommodate the 30-unit complex. This proposal is in accordance with the Hwy 30 Bypass plan. Motion made by Rose, seconded by West to set the public hearing date for January 2, 2024. Motion carries. Tuerler absent.

Discussion Items (No Action)

Current Pool Discussion. The City will need to make repairs/modifications to a number of features to extend the life of the pool until money is available for a new complex. Water's Edge is currently working to establish estimates for the necessary improvements, which could reach upwards of \$2,000,000.00, and will bring those to Council early next year. The plan would be to start these improvements next fall after the pool closes for the season.

Verizon Proposal. The City has received a request from Verizon to complete modifications to the water tower base in order to upgrade their equipment. They would be asking the City to participate in some of the expense of the upgrades as well as receiving a reduction in their monthly tower rent. The total of the improvements would be around \$150,000.00. Council agreed to have Nosbisch continue negotiations with Verizon and liked the idea of having updated equipment in the community. Another benefit is that this would make the water tower more structurally sound.

Reports of Mayor/Council/Administrator

Mayor's Report. Now that elections are over, Wieseler has been visiting with current City boards and commissions. Newly elected Council member Andresen as well as Mayor Wieseler will be attending the Municipal Leadership Academy this Saturday. Another in-home daycare in Lisbon will be closing at the end of the school year. The Economic Alliance will be meeting this Wednesday at Cedar Ridge Brewery.

Committee Reports. Engel reported that the Mount Vernon Lisbon childcare group is meeting this Friday.

City Administrator's Report. Full report can be found on the City website in the December 4, 2023 Council Packet.

As there was no further business to attend to, the meeting adjourned, the time being 7:30 p.m., December 4, 2023.

Respectfully submitted,
Marsha Dewell
City Clerk

E. Public Hearing

AGENDA ITEM # E – 1 & G – 2

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

DATE:	December 18, 2023
AGENDA ITEM:	Public Hearing & Resolution #12-18-2023B
ACTION:	Motion to Close

SYNOPSIS: 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.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #12-18-2023B

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

AGENDA ITEM # E – 2 & G – 4

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

DATE:	December 18, 2023
AGENDA ITEM:	Public Hearing and Resolution #12-18-2023D
ACTION:	Motion to Close

SYNOPSIS: This annexation has been discussed previously. The Resolution and attached map show the boundaries of the proposed annexation.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion to Close

ATTACHMENTS: Proceed to Resolution #12-18-2023D

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

G. Resolutions for Approval

AGENDA ITEM # G - 1

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

DATE:	December 18, 2023
AGENDA ITEM:	Resolution #12-18-2023A
ACTION:	Motion

SYNOPSIS: The City of West Branch is experiencing significant turnover in their police department. They 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.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator & Police

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #12-18-2023A & Proposed 28E

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

RESOLUTION #12-18-2023A

**RESOLUTION APPROVING A 28E CONTRACTUAL AGREEMENT BETWEEN THE
CITY OF MT. VERNON AND THE CITY WEST BRANCH FOR SUPPLEMENTAL
LAW ENFORCEMENT SERVICES**

WHEREAS, the City of West Branch is currently experiencing staffing shortages within its police department, and

WHEREAS, West Branch has sought temporary staffing help from surrounding police agencies, and

WHEREAS, the Mount Vernon/Lisbon Police Department is in a position to help West Branch in their time of need, and

WHEREAS, the 28E agreement, attached hereto and made a part thereof, outlines the terms and conditions of said arrangement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA, that the City of Mt. Vernon hereby agrees to the 28E agreement for police services, and authorizes the Mayor to execute said agreement.

APPROVED this 18th day of December, 2023.

Thomas M. Wieseler, Mayor

ATTEST: _____
Marsha Dewell, City Clerk

28E Contractual Agreement for Supplemental Law Enforcement Services

WHEREAS, the City of Mount Vernon, Iowa (“Mount Vernon”) and the City of West Branch, Iowa (“West Branch”) desire to enter into a 28E Agreement for Supplemental Law Enforcement Services (“28E Agreement”).

WHEREAS, Mount Vernon and West Branch are public agencies pursuant to Iowa Code section 28E.2.

WHEREAS, West Branch, by and through its Council, desires to enter into a contract with Mount Vernon for Mount Vernon to provide supplemental law enforcement services for West Branch.

WHEREAS, the governing bodies of each agency are desirous of entering into a 28E Agreement, the purpose of which is for Mount Vernon to provide supplemental law enforcement services to West Branch under certain terms and conditions.

1. Parties. This agreement (“Agreement”) is made between the City of West Branch, Iowa (“West Branch”) and Mount Vernon, Iowa (“Mount Vernon”), collectively referred to as the “Parties.”
2. Purpose. It is the purpose of this Agreement to establish the terms and conditions for Mount Vernon to provide supplemental law enforcement services to West Branch under the terms, limitations and conditions set forth in this Agreement.
3. Duration. The duration of this Agreement is January 1, 2024 through December 31, 2024. Thereafter this Agreement will be for a duration of one year, beginning January 1 and ending December 31 of each year unless terminated by either party according to this Agreement as defined in Paragraph 6 below.
4. No Entity Created. No separate legal or administrative entity is created by this Agreement.
5. Financing. West Branch shall be responsible for financing the supplemental law enforcement services from Mount Vernon. West Branch agrees to pay Mount Vernon a rate of \$100.00/hour for police services payable quarterly on the 15th day of the first month of each quarter. The calculations of hours of law enforcement service is determined by the hours spent performing law enforcement services in West Branch, in addition to all necessary follow-up work, wherever performed, including, but not limited to, transporting arrestees and completing paperwork associated with arrests and citations taking place in West Branch. In addition to the hourly rate, West Branch shall reimburse Mount Vernon mileage for use of all Mount Vernon vehicles driving to and from West Branch, including the travel of the K9 vehicle if the K9 Officer chooses to cover shifts in West Branch. Mileage shall be reimbursed per mile at the current IRS Business Rate.
6. Termination. This agreement may be terminated by either party with thirty (30) days’ written notice (either electronic or hard copy) to the other party.
7. Services to be Provided.
 - a. Mount Vernon agrees to provide law enforcement services within the corporate limits of West Branch, which services shall include, but not be

limited to, the enforcement of statutes; enforcement of municipal ordinances where applicable; general patrol activities; and the duties and functions of the type customarily rendered by law enforcement officers to enforce the ordinances of the municipal code of West Branch and the statutes of the State of Iowa by duly sworn and certified officers of Mount Vernon. Law enforcement services do not include civil process, including but not limited to the service of legal process or civil ordinance enforcement, or criminal investigations beyond those incidental to responding to a request for service.

- b. Mount Vernon agrees that it shall provide law enforcement services within the corporate limits of West Branch at times mutually agreed upon by the Police Chief of West Branch and the Police Chief of Mount Vernon when West Branch does not already have an officer on duty and/or when an emergency occurs in the corporate limits of the City of West Branch. Mount Vernon shall not have the duty or obligation to provide law enforcement services to West Branch, and all law enforcement services provided are at the discretion of the Mount Vernon Chief of Police.
 - c. Mount Vernon officers shall attend all law enforcement-related court and administrative hearings upon the request of the West Branch City Attorney or West Branch City Officials. West Branch shall pay the attorneys' fees, court costs, and any other expenses associated with the prosecution of any case initiated by a Mount Vernon officer while providing law enforcement services under this Agreement. West Branch shall pay Mount Vernon pursuant to Paragraph 5 of this Agreement for any time spent by a Mount Vernon officer associated with attending any law enforcement related court and administrative hearings.
 - d. Mount Vernon shall hold West Branch harmless for any liability arising out of Mount Vernon's performance of this contract. West Branch shall, however, remain responsible for any intentional or negligent acts of West Branch, its officers, agents, and/or employees, that result in liability and damages to Mount Vernon or third parties. Both Mount Vernon and Libson shall provide their liability insurance to cover the operation and performance of this contract.
8. Employment and Control. All Mount Vernon Officers shall be employed by the City of Mount Vernon, even when working in West Branch pursuant to this Agreement. Said officers shall remain under control of the Mount Vernon Police Chief and City of Mount Vernon and shall adhere to the policies of the City of Mount Vernon and Mount Vernon Police Department. The discipline of all Mount Vernon officers in matters incident to performance of their services and control of all personnel shall remain with Mount Vernon. Mount Vernon shall also be solely responsible for training, hiring, assignment and other discipline of their employees. Said Officers shall use Mount Vernon equipment while working in West Branch.
 9. Liability Insurance. Each of the Parties agree that they shall maintain the same liability insurance coverage they now have in force to insure their respective interest in this contract. Each Party may require proof of insurance and certification

of insurance from the other, and compliance with such a request shall not be reasonably withheld.

10. Access. The Parties agree to allow access to records, documents and papers to auditors of West Branch and Mount Vernon as allowed by Iowa Code Chapter 692. Such access shall be allowed until three years after the expiration date of this contract.
11. Nonliability. Mount Vernon and its officers and employees shall not be deemed to assume any liability for intentional negligent acts of West Branch, its officers, or employees. West Branch shall hold Mount Vernon, its officers, and employees harmless from and shall defend Mount Vernon, its officers and employees against any claim for damages resulting therefrom. West Branch shall not assume any liability for direct payment of any salaries, wages, or other compensation to Mount Vernon personnel performing services hereunder for West Branch, or any liability other than provided in the Agreement. West Branch shall not be liable for compensation or indemnity to Mount Vernon for any Mount Vernon employee for injury or sickness arising out of their employment and Mount Vernon agrees to hold West Branch harmless from any such claim.
12. Third Party Claims. West Branch shall not be responsible for any act, injury, or damage arising out of the performance of this contract due solely to the fault or negligence of Mount Vernon. West Branch shall, however, be responsible for any act including acts of negligence, that cause claims to be made against or by Mount Vernon or a third party. Each Party shall be required to defend any action as their interests appear.
13. Consultation with West Branch. The Mount Vernon Police Chief shall make themselves available during normal working business hours to the West Branch City Administrator to discuss law enforcement services being provided to West Branch.
14. Jurisdiction. This agreement shall be interpreted under the laws of the State of Iowa. The Parties agree that any suit, action or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court in Linn County, Iowa, and the Parties consent to the jurisdiction of such court.
15. Entire Agreement. The Parties state that they have obtained the necessary approval and acceptance from their respective governing bodies to enter into this Agreement and that the above provisions constitute the entire and complete Agreement between the Parties on the matter.

For the City of Mount Vernon:

For the City of West Branch:

Signature

Signature

Date

Date

Council Member _____ then introduced the following Resolution entitled "RESOLUTION 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 THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 8 TO THE MOUNT VERNON URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION 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 THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 8 TO THE MOUNT VERNON URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 9-20-93D, adopted September 20, 1993, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Mount Vernon Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Mount Vernon Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Linn County; and

WHEREAS, this City Council has subsequently approved and adopted amendments to the Plan, most recently Amendment No. 7 adopted in 2022; and

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

ORIGINAL AREA

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

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

AMENDMENT NO. 1 AREA

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

and

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

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

AMENDMENT NO. 2 AREA

That portion of the City, consisting primarily of the older residential areas, that was not included in the original Urban Renewal Area or in the area added as a result of Amendment No. 1.

With the adoption of Amendment No. 2, the entire City was included in the Mount Vernon Urban Renewal Area.

AMENDMENT NO. 3

No land was added or removed by Amendment No. 3.

AMENDMENT NO. 4

No land was added or removed by Amendment No. 4.

AMENDMENT NO. 5 AREA

LAND REMOVED FROM THE AREA AND PLACED IN THE STONEBROOK URBAN RENEWAL AREA:

Lot 2, Cornell College Second Addition in the City of Mount Vernon, Linn County, Iowa excepting therefrom the following: Stonebrook First Addition to City of Mount Vernon, Linn County, Iowa, Stonebrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook Fourth Addition to the City of Mount Vernon, Linn County, Iowa, Stonebrook 5th Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook First Addition to the City of Mount Vernon, Linn County, Iowa, Meadowbrook Second Addition to the City of Mount Vernon, Linn County, Iowa, Parcels A and B, Plat of Survey #1392 as recorded in Book 6557 Page 508 of the records of the Linn County, Iowa Recorder on

December 28, 2006, Parcel A, Plat of Survey #1588 as recorded in Book 7532 Page 551 of the records of the Linn County, Iowa Recorder on February 18, 2010. Said tract of land contains 60.86 acres and is subject to easements and restrictions of record.

LAND REMOVED FROM THE AREA AND PLACED IN THE SPRING MEADOW URBAN RENEWAL AREA:

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

And

SE ¼ NE ¼ Section 10-82-5

Except

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

And

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

All of the above being in Linn County, Iowa

AMENDMENT NO. 6

No land was added or removed by Amendment No. 6.

AMENDMENT NO. 7

No land was added or removed by Amendment No. 7.

WHEREAS, a proposed Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 8 to the Area adds no new land; and

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

WHEREAS, this proposed Amendment No. 8 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on November 20, 2023, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss

the proposed Amendment No. 8 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 8 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Administrator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 8 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Mount Vernon-Lisbon Sun, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 8, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 8 concerning the area of the City of Mount Vernon, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 8 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 8 to the Mount Vernon Urban Renewal Plan of the City of Mount Vernon, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 8 to the Mount Vernon Urban Renewal Plan for the City of Mount Vernon, State of Iowa"; Amendment No. 8, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 8 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 8 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 8 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Linn County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 8, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 18th day of December, 2023.

Mayor

ATTEST:

City Clerk

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

ATTACH THE AMENDMENT
Labeled AS EXHIBIT 1 HERE

AMENDMENT #8

to the

MOUNT VERNON URBAN RENEWAL PLAN

CITY OF MOUNT VERNON, IOWA

Original Area Adopted - 1993

- Amendment #1 – 1994**
- Amendment #2 – 2006**
- Amendment #3 – 2013**
- Amendment # 4 – 2014**
- Amendment #5 – 2017**
- Amendment #6 – 2019**
- Amendment #7 – 2022**
- Amendment #8 - 2023**

AMENDMENT #8
to the
MOUNT VERNON URBAN RENEWAL PLAN
CITY OF MOUNT VERNON, IOWA

The Mount Vernon Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Mount Vernon Urban Renewal Area (“Area” or “Urban Renewal Area”) was originally adopted in 1993 and amended in 1994, 2006, 2013, 2014, 2017, 2019, and 2022, and is being further amended by the adoption of this Amendment No. 8 to the Plan (“Amendment” or “Amendment No. 8”) to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area.

No land is being added to or removed from the Urban Renewal Area by this Amendment. Accordingly, the previously established “base values” or “base valuations” of the Urban Renewal Area and any subareas thereof will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsection of the Plan, as previously amended, not mentioned in this Amendment shall continue to apply to the Plan.

DESCRIPTION OF AREA

No land is being added to or removed from the Urban Renewal Area by this Amendment. The original Urban Renewal Area and each prior amendment that adds or removes property may be referred to as “subareas” of the Urban Renewal Area in this Amendment. The subareas make up the total Urban Renewal Area. For the reader’s convenience, a map of the Urban Renewal Area, including all subareas, is attached hereto as Exhibit A.

AREA DESIGNATION

The City of Mount Vernon is continuing to designate this Urban Renewal Area as a mixed blight and economic development (commercial/industrial/LMI residential) area. This Amendment makes no change in the Area designation.

DEVELOPMENT PLAN/ZONING

The City of Mount Vernon has a general plan for the physical development of the City as a whole outlined in the City of Mount Vernon Iowa 2016 Comprehensive Plan adopted on April 18, 2016. The goals and objectives of the Urban Renewal Plan and this Amendment, including the urban renewal projects identified herein, are in conformity with the City of Mount Vernon Iowa 2016 Comprehensive Plan.

This Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process.

Except as otherwise provided herein, the City has not determined a current need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, as amended.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects that are not being altered by this Amendment.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 8)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 8 include:

1. **Public Improvements:** The City is considering constructing roadway and associated utilities and infrastructure improvements in the Stoner Plaza Tenth Addition, comprised of a new street running south of Highway 30 to the intersection with Glenn Street SE, and Glenn Street SE running west from said intersection. These improvements are estimated to cost \$1,000,000 and will be completed between 2024 and 2027. The improvements are anticipated to encourage commercial, industrial, or LMI housing development.

2. **Development Agreements:**
 - A. *Mustang Land Company, LLC (or related entities):* The proposed urban renewal project anticipates Mustang Land Company, LLC (or a related entity) constructing a 8,000 square foot dental/medical office with professional office space. The City expects to make annual grants to Mustang Land Company, LLC in the form of rebates of incremental taxes generated by the project over a period of not to exceed five (5) years. The cost of such grants shall not exceed \$125,000 and will be subject to annual appropriation and the terms and conditions of a detailed development agreement with both parties. One of the development agreement obligations includes the creation or retention of jobs in the completed project.

 - B. *CHI Housing (or related entity):* The proposed urban renewal project anticipates CHI Housing (or a related entity) constructing a 40 unit, senior-based, Low and Moderate Income (LMI) housing development. The City expects to support the project with a grant of up to \$395,000 from funds available in the City’s LMI housing fund, conditioned on CHI Housing receiving available tax credits or other state funding for the project. The City’s grant would be subject to the terms and conditions of a detailed development agreement with both parties.

 - C. *Development Agreements:* The City expects to consider requests for development agreements for projects that are consistent with the Plan, as amended, in the City’s sole discretion. Such agreements are unknown at this time, but based on past history, and

dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by the Plan, as amended, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such development agreements will not exceed \$1,500,000.

FINANCIAL INFORMATION

1.	July 1, 2023 constitutional debt limit:	\$16,854,582
2.	Current outstanding general obligation debt:	\$9,127,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 8) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 8) as described above will be approximately as stated in the next column:	\$3,020,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Urban Renewal Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

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

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

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

EFFECTIVE PERIOD

This Amendment #8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, or any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa code.

In its resolution adopting the original Plan, Resolution No. 9-20-93D adopted September 20, 1993, the City found the original Area described therein (referred to herein as the Original Subarea) to be both blighted and an economic development area. By Resolution No. 5-23-94B adopted on May 23, 1994, the City added property to the Area (referred to herein as Amendment No. 1 Subarea) and designated that property as appropriate for economic development (commercial/industrial). Additional property was added by Amendment No. 2 (referred to herein as Amendment No. 2 Subarea) adopted by Resolution No. 6-5-2006C on June 5, 2006 and the Council designated that property as appropriate for economic development (commercial and LMI residential). Since the adoption of Amendment No. 3 by Resolution No. 10-7-2013A on October 7, 2013, the City has recognized the Urban Renewal Area, as a whole, to be a mixed blighted and economic development (commercial/industrial/LMI residential) area. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenue applies only to economic

development areas with no part containing slum or blighted conditions, and because the Area contains parts that are blighted, the Area is not subject to the 20-year limitation on the division of revenue set forth in section 403.17(10). In addition, because the original Plan and Amendment No. 1 were adopted before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Original Subarea and the Amendment No. 1 Subarea have no expiration date or sunset. Notwithstanding the above, the City had previously placed a voluntary expiration date on the ability to collect increment from the Area of Fiscal Year 26-27. With the adoption of Amendment No. 5, the City rescinded and removed that voluntary expiration date or sunset from the Original Subarea and Amendment No. 1 Subarea. To the extent any prior amendment, resolution or document purported to establish a voluntary expiration date on the City's ability to collect and use incremental property taxes from the Original or Amendment No. 1 Subareas, said document is hereby superseded, said expiration date is hereby rescinded, and the division of revenue in the Original and Amendment No. 1 Subareas shall continue indefinitely or for the maximum period allowed by law. The City has elected to retain the voluntary expiration date on the division of revenue in the Amendment No. 2 Subarea, so that the last fiscal year available for collection of tax increment on the Amendment No. 2 Subarea remains Fiscal Year 26-27.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness, or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Plan, shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER AND SEVERABILITY CLAUSE

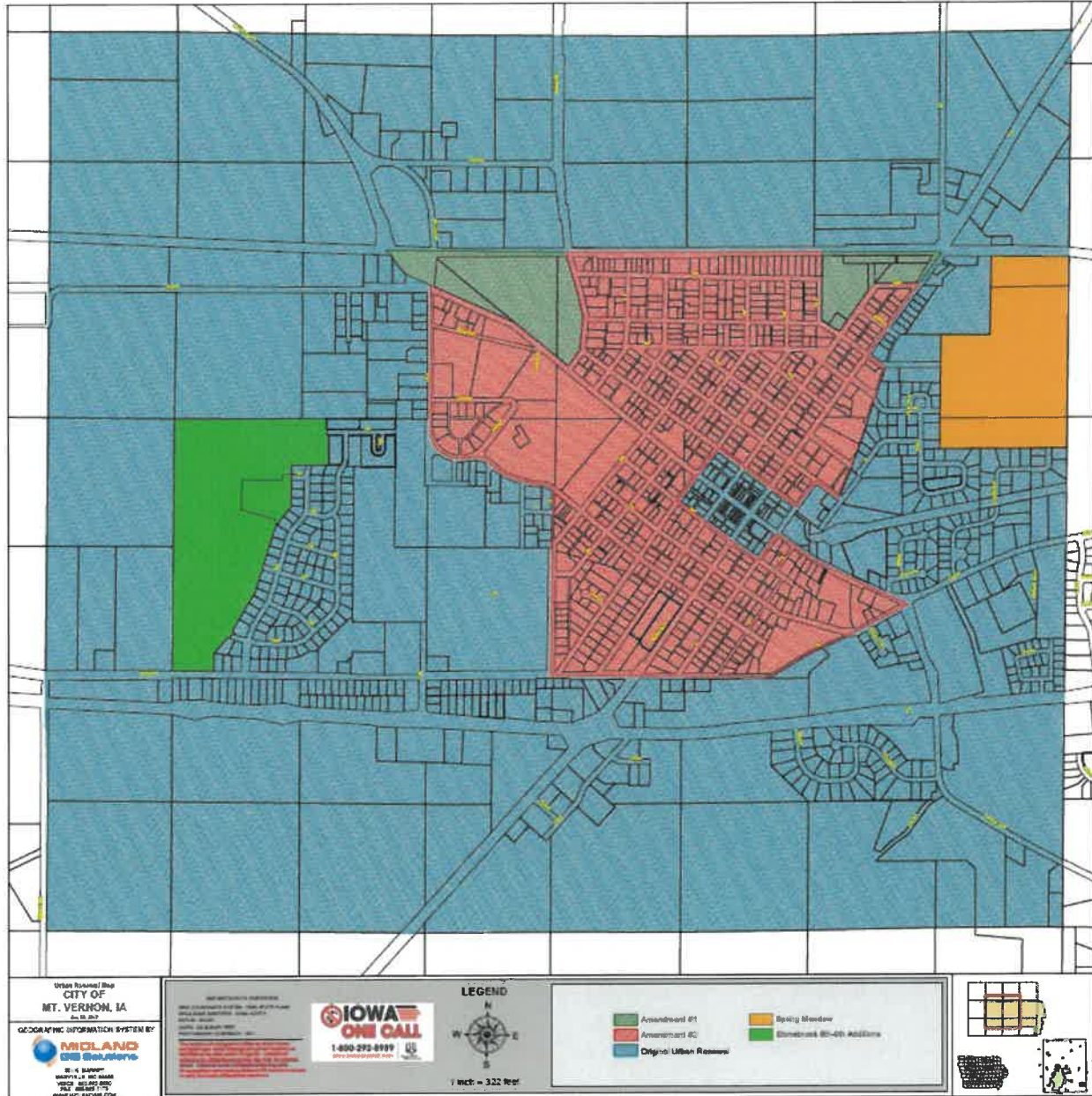
Any parts of the Urban Renewal Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Urban Renewal Plan as a whole or the previous amendments to the Urban Renewal Plan, or any part of the Urban Renewal Plan or Amendment not determined to be invalid or unconstitutional.

EXHIBIT A

MOUNT VERNON URBAN RENEWAL AREA (as amended)

The property removed from the Mount Vernon Urban Renewal Area by Amendment 5 is identified below as Spring Meadows and Stonebrook 6th-9th Additions



02270579-1\13932-042

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 _____, 2023.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

Type of Document: RESOLUTION ADOPTING AMENDMENT NO. 8 TO THE MOUNT VERNON URBAN RENEWAL PLAN (INCLUDING AMENDMENT NO. 8 LABELED AS EXHIBIT 1 AND ATTACHED TO THE RESOLUTION)

Return Document to: Chris Nosbisch
City of Mount Vernon
213 First St. NW
Mount Vernon, IA 52314

Preparer Information: Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information: N/A

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: See Resolution, pages 1-3.
02275883-1\13932-042

URBAN RENEWAL
TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Mount Vernon, State of Iowa, and that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization of the Amendment No. 8 to the Mount Vernon Urban Renewal Plan of the City, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization of Amendment No. 8 to the Mount Vernon Urban Renewal Plan, and that the Council consists of a Mayor and five (5) Council Members, and that such offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the above named Urban Renewal Plan and Urban Renewal Area were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that attached hereto are true and accurate copies of the following:

1. Amendment No. 8 to the Mount Vernon Urban Renewal Plan (You do not need to attach the Amendment to this Certificate if you have attached such Amendment and its exhibits to the Authorizing Resolution labeled "Exhibit 1".);
2. Report of City Administrator, or his delegate, to the City Council with respect to the consultation held with affected taxing entities on the Amendment No. 8 to the Mount Vernon Urban Renewal Plan, with attached copies of any and all written recommendations made with respect thereto and the responses of the City to any such recommendations.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2023, at Mount Vernon, Iowa.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF LINN)

Subscribed and sworn to before me by _____, on this _____ day of _____, 2023.

Notary Public in and for the State of Iowa

(SEAL)

Attach items listed above to this Transcript Certificate and send certificate and attachments to Ahlers & Cooney.

December 18, 2023

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

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 8 to the Mount Vernon Urban Renewal Plan, the Mayor first asked for the report of the City Administrator, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the City Administrator, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Amendment No. 8 to the Mount Vernon Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of comments here,
or include summary of comments in meeting minutes}

AGENDA ITEM # G – 3

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

DATE:	December 18, 2023
AGENDA ITEM:	Resolution #12-18-2023C
ACTION:	Motion

SYNOPSIS: Staff is asking the Council to reallocate the 4th Street and 5th Ave watermain project monies (\$196,000) 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 motion simply sets the public hearing date as the reallocation of funds will be discussed in more detail in J-7.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #12-8-2023C

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

Council Member _____ introduced the following Resolution entitled "RESOLUTION 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", 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 No. _____

RESOLUTION 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

WHEREAS, the City Council of the City of Mount Vernon, Iowa has previously issued its General Obligation Capital Loan Notes, Series 2022, in the aggregate principal amount of \$1,500,000 (the "Series 2022 Notes"), for costs of (a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes including various street and water main repair projects and the rehabilitation, improvement and equipping of the existing Davis Park including replacement of restrooms and concession stand, lighting, backstops and dugouts and (b) 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

WHEREAS, the City Council previously held a hearing for the projects identified in (a) above in an amount not to exceed \$900,000 and a separate hearing for the projects identified in (b) above in an amount not to exceed \$600,000; and

WHEREAS, certain proceeds of the Series 2022 Notes originally allocated to the projects identified in (a) above remain unspent, and City staff has recommended that \$196,576.64 of such unspent proceeds originally related to the Series 2022 Notes and originally allocated to the projects identified in (a) above (hereinafter referred to as the "Unspent Proceeds") be applied for the purpose identified in (b) above more specifically referred to as 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 (the "Project"); and

WHEREAS, there being no procedure specified under Iowa law for consideration or approval of such a reallocation, it is hereby determined, pursuant to Section 364.6 of the Code of Iowa, that the procedure set forth in Section 384.25 should apply and that a hearing be held upon the proposal to reallocate the Unspent Proceeds to provide funds for paying costs of the Project.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at _____ .M., on the 2nd day of January, 2024, for the purpose of taking action on the matter of the proposed reallocation of certain Unspent Proceeds of the Series 2022 Notes to provide funds for paying 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. That the City Clerk is hereby directed to cause one publication to be made of notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four nor more than twenty clear days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(To be published on or before December 29, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF MOUNT VERNON, IOWA, ON THE MATTER OF
THE PROPOSED REALLOCATION OF CERTAIN UNSPENT
PROCEEDS OF THE GENERAL OBLIGATION CAPITAL
LOAN NOTES, SERIES 2022, OF THE CITY OF MOUNT
VERNON, IOWA, AND THE PUBLIC HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon, Iowa, will hold a public hearing on the 2nd day of January, 2024, at _____.M., in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take additional action for the reallocation of Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022 (the "Series 2022 Notes") of the City of Mount Vernon, Iowa, in the aggregate amount of \$196,576.64, 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.

Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2022 Notes for the above purposes.

This Notice is given by order of the Council of Mount Vernon, Iowa, as provided by Sections 364.6 and 384.25 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2023.

City Clerk, City of Mount Vernon, State of Iowa

(End of Notice)

PASSED AND APPROVED this 18th day of December, 2023.

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 _____, 2023.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Mount Vernon, in the County of Linn, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Reallocation of General Obligation Capital Loan Notes, Series 2022)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " _____ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2023.

WITNESS my official signature this _____ day of _____, 2023.

City Clerk, City of Mount Vernon, State of Iowa

(SEAL)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF MOUNT VERNON, IOWA, ON THE MATTER OF
THE PROPOSED REALLOCATION OF CERTAIN UNSPENT
PROCEEDS OF THE GENERAL OBLIGATION CAPITAL
LOAN NOTES, SERIES 2022, OF THE CITY OF MOUNT
VERNON, IOWA, AND THE PUBLIC HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Mount Vernon, Iowa, will hold a public hearing on the 2nd day of January, 2024, at _____.M., in the Council Chambers, City Hall, 213 First Street NW, Mount Vernon, Iowa, at which meeting the Council proposes to take additional action for the reallocation of Unspent Proceeds of the General Obligation Capital Loan Notes, Series 2022 (the "Series 2022 Notes") of the City of Mount Vernon, Iowa, in the aggregate amount of \$196,576.64, 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.

Any person interested may appear at the public hearing, either orally or in writing, and be heard as to the reallocation of said proceeds of the Series 2022 Notes for the above purposes.

This Notice is given by order of the Council of Mount Vernon, Iowa, as provided by Sections 364.6 and 384.25 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2023.

City Clerk, City of Mount Vernon, State of Iowa

December 18, 2023

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: _____

* * * * *

RESOLUTION #12-18-2023E

RESOLUTION APPROVING VOLUNTARY ANNEXATION OF PROPERTY AS SET FORTH WITHIN VOLUNTARY APPLICATION FOR ANNEXATION.

WHEREAS, the City of Mount Vernon (the “City”), in Linn County, State of Iowa, received a signed Application for Voluntary Annexation from CTM Holdings, LLC and Troy R. and Tracy A. Louwagie, owners of property proposed to be annexed as described within the Application, and

WHEREAS, the Council scheduled a Public Hearing on the proposed Annexation, published notice as required by Chapter 368.7(2) and otherwise followed the requirements of Chapter 368, and

WHEREAS, the City Council held the Public Hearing as scheduled, closed the public hearing, and thereafter discussed the Annexation, finding that the Application for Voluntary Annexation should be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mount Vernon, Iowa that the Application for Voluntary Annexation submitted and considered for approval by the City Council is hereby approved, staff is directed to take such additional steps as are required to complete the annexation under and consistent with Chapter 368 of the Iowa Code.

PASSED and APPROVED this 18th day of December, 2023.

Thomas M. Wieseler, Mayor

Attest:

Marsha Dewell, City Clerk

Exhibit A

CTM Holdings, LLC parcel:

NE Frl. $\frac{1}{4}$ of Section 4-82-5, Linn County, Iowa, except therefrom that part described as follows: Beginning at the East $\frac{1}{4}$ corner of said Section 4; thence due North along the East line of said NE Frl. $\frac{1}{4}$, 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 $\frac{1}{4}$ said Section 4; thence due East 467.45 feet along the North line of the NE $\frac{1}{4}$ to the point of beginning; thence due East 1212.68 feet along the North line of the NE $\frac{1}{4}$; thence South $35^{\circ}10'00''$ West 590.20 feet; thence South $54^{\circ}55'40''$ West 518.85 feet; thence South $86^{\circ}25'10''$ West 360.32 feet; thence North $6^{\circ}17'16''$ West 807.98 feet to the point of beginning. Subject to public highway.

Louwagie parcel:

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

NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 4-82-5, Linn County, Iowa, excepting therefrom the South 250 feet North 754 feet East 565 feet SE $\frac{1}{4}$ 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.

The proposed Annexation would include one-half (1/2) of the right of way (ROW) of Springville Road (A/K/A County Road X20), and one-half (1/2) of the right of way (ROW) of Abbe Hills Road, adjacent to the CTM Holding, LLC parcel.

**Prepared by: Douglas D. Herman, Lynch Dallas, P.C. PO Box 2457, Cedar Rapids, Iowa 52406.
Telephone: 319-365-9101; Facsimile: 319-365-9512**

**APPLICATION FOR VOLUNTARY ANNEXATION
City of Mount Vernon, Iowa**

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
MOUNT VERNON, IOWA:**

The undersigned, being owners of property lying adjacent to the corporate limits of the City of Mount Vernon, Iowa, "Subject Property", respectfully request that Subject Property be annexed to and made a part of the corporate territory of the City of Mount Vernon, Iowa. In support hereof, the undersigned state as follows:

1. That the undersigned, Owners of Subject Property, are authorized to make this Application.
2. That Subject Property adjoins and is contiguous to the corporate limits of the City of Mount Vernon, Iowa by at least fifty feet. (50')

3. That Subject Property is within the urbanized area of the City of Mount Vernon and is not within the urbanized area of any other City. (*Urbanized Area* being defined as any area of land within two miles of the boundaries of a City. Iowa Code §368.1(16))
4. That a map of Subject Property showing the location of the property, along with the property legal description, same having been verified by the Linn County Auditor, is attached hereto as "Exhibit A", and is, by this reference, incorporated within this Application as if same had been set forth fully verbatim herein.
5. That "Exhibit A" further discloses the location of the territory to be annexed, with reference to the existing corporate city limits of the City of Mount Vernon, Iowa, disclosing that the subject property is contiguous to the existing corporate boundaries of the City of Mount Vernon by at least fifty feet (50'). (*Adjoining*" means having a common boundary for not less than fifty feet. Land areas may be adjoining although separated by a roadway or waterway. Iowa Code §368.1(1); see also §368.7(1)(a))
6. That this Application for Voluntary Annexation is subject to and/or contingent upon the following:
 - a. Approval by the City of the Pre-Annexation Agreement between Troy R. and Tracey A. Louwagie and the City of Mt. Vernon, Iowa, same to be recorded upon final approval of the Annexation of Subject Property. (Exhibit B)
 - b. That upon approval of the annexation, that portion of Subject Property owned by CTM Holdings, LLC will be zoned BP (Business Park) while the portion of Subject Property owned by Louwagie will be zoned A-1 (Agriculture), according to the Zoning Ordinance and Zoning Map of the City of Mount Vernon, Iowa. Property owner may subsequently request the rezoning of the

property, consistent with the rezoning process and requirements of the City of Mount Vernon Code of Ordinances.

- c. That upon annexation, regardless of zoning classification, Owners shall be permitted to continue to utilize Subject Property, or any portion thereof, for agricultural row-cropping purposes, the grazing of cattle or horses, but in no event shall livestock related production or confinement operations be permitted.
 - d. That the City Council will agree to allow and approve hunting on Subject Property, until such time that Subject Property, or portions of subject property, is developed. (With regard to the Louwagie property, the terms of the Pre-Annexation Agreement, to the extent they are ever determined to be in conflict with this provision, shall prevail over the terms of this provision of the Application.)
 - e. That upon annexation, the City of Mount Vernon will have no obligation to install any infrastructure in the currently undeveloped annexed area, including but not limited to water, sanitary sewer, storm sewer, streets, and related improvements.
7. CTM or Louwagie may withdraw this Application at any time prior to approval of this Application by Resolution of the City Council.

Signature Pages to Follow

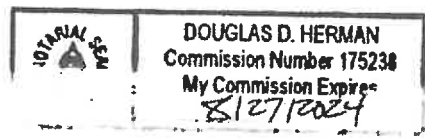
Dated this 26th day of October, 2023.

CTM Holdings, LLC
James Conlan
James Conlan, Member/Manager

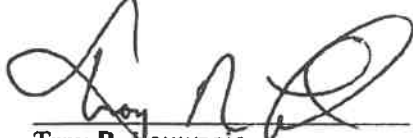
STATE OF Iowa)
)§
COUNTY OF Jones)


On this 26th day of October, 2023, before me, the undersigned, Notary Public in and for said county and state, personally appeared James Conlan, member/manager of CTM Holdings, LLC, known to me to be the identical person named herein, who swore and affirmed that he executed the above and foregoing with the authority of CTM Holdings, LLC, as an expression of his voluntary act and deed and the voluntary act and deed of the LLC.

[Signature]
Notary Public, State of _____



Dated this 21st day of October, 2023.

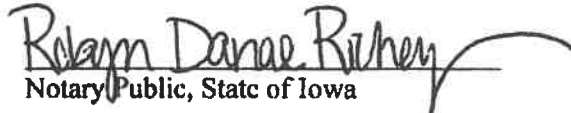

Troy R. Louwagie


Tracey A. Louwagie

STATE OF IOWA _____)

COUNTY OF Linn) §

On this 21st day of October, 2023, before me, the undersigned, Notary Public in and for said county and state, personally appeared Troy R. Louwagie and Tracey A. Louwagie, known to me to be the identical persons named herein, who swore and affirmed that they executed the above and foregoing as an expression of their voluntary act and deed


Notary Public, State of Iowa

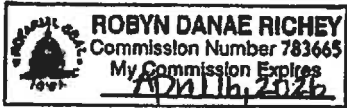


Exhibit A

CTM Holdings, LLC parcel:

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.

Louwagie parcel:

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.

The proposed Annexation would include one-half (1/2) of the right of way (ROW) of Springville Road (A/K/A County Road X20), and one-half (1/2) of the right of way (ROW) of Abbe Hills Road, adjacent to the CTM Holding, LLC parcel.



Map navigation controls including zoom in (+), zoom out (-), home, and print icons.

Search bar containing the text "380 lincoln hwy nw" and search, clear, and close buttons.

Map navigation controls including a compass and a "Layers" button.

0.4 km
0.3 mi

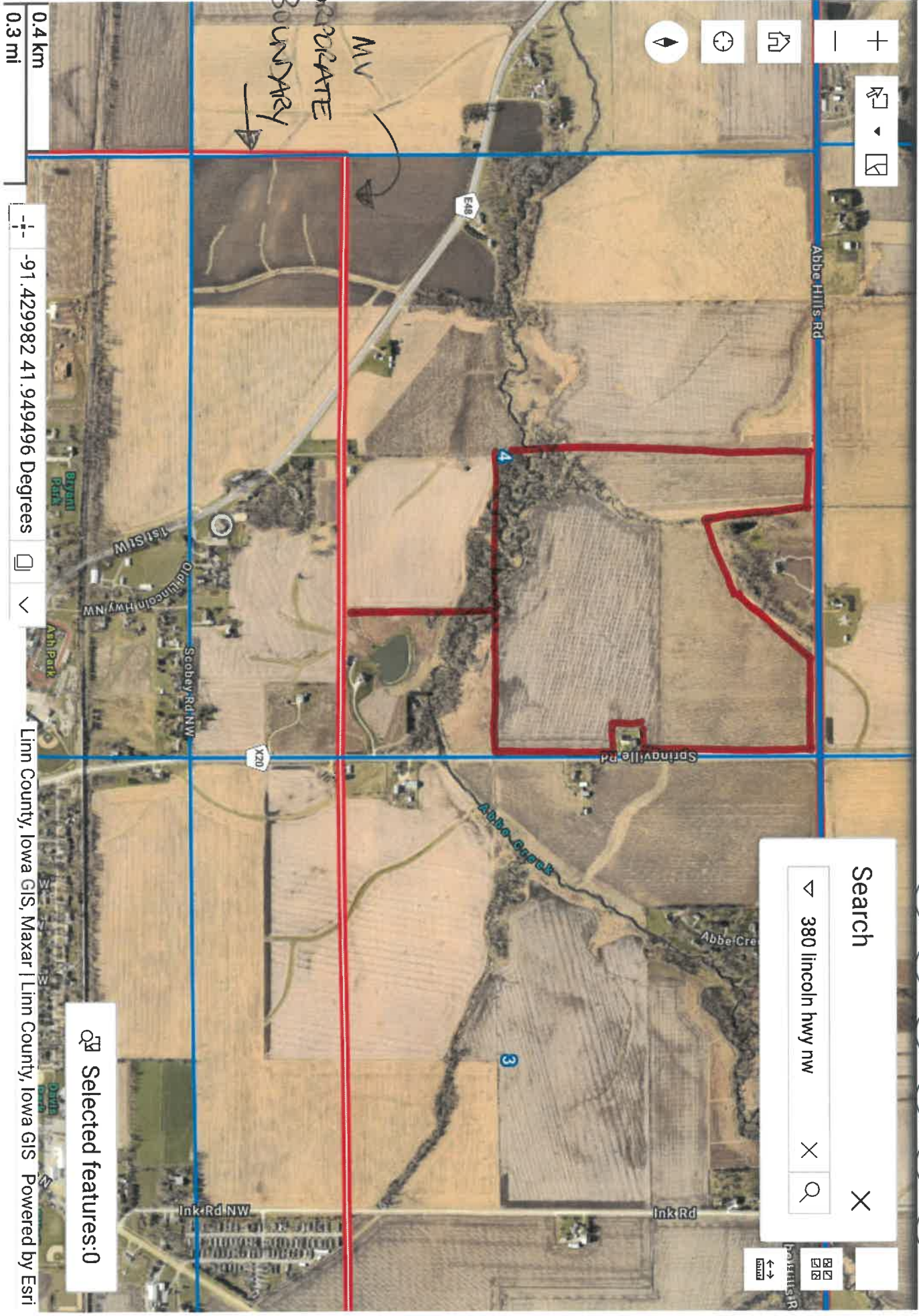
-91.429982 41.949496 Degrees

Map navigation controls including a location pin, a square, and a zoom in arrow.

Linn County, Iowa GIS, Maxar | Linn County, Iowa GIS Powered by Esri

Selected features: 0

Handwritten annotations: "CORPORATE BOUNDARY" with an arrow pointing to a red line, and "MV" with an arrow pointing to a blue line.



AGENDA ITEM # G – 5 thru G - 7

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

DATE: December 18, 2023

AGENDA ITEM: Resolution #12-18-2023E, #12-18-2023F & #12-18-2023G

ACTION: Motion

SYNOPSIS: The following 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.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Resolution #12-18-2023E, #12-18-2023F, #12-18-2023G

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

RESOLUTION #12-18-2023E

**RESOLUTION AMENDING THE PURCHASING AND PROCUREMENT POLICY
FOR THE CITY OF MOUNT VERNON**

WHEREAS, the City Council of the City of Mount Vernon, Iowa, has reviewed a Purchasing and Procurement Policy based upon the recommendation ECICOG (East Central Iowa Council of Government), and

WHEREAS, CDBG funds require certain language to be included within a purchasing and procurement policy, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, IOWA: that the Purchasing and Procurement Policy included in Exhibit "A," attached hereto and made a part thereof, be adopted.

PASSED and ADOPTED this 18th day of December, 2023

Thomas M. Wieseler, Mayor

ATTEST:

Marsha Dewell, City Clerk

Exhibit A

CITY OF MOUNT VERNON PURCHASING POLICIES & PROCEDURES

~~Adopted November 16, 2020~~

I. POLICIES

- A. It should be the responsibility of each department head to ensure that purchasing policies and procedures are followed in his/her department.
- B. The Department Head shall be responsible for authorizing all purchases for his/her timely manner to expedite processing.
- C. Where possible, Department Heads are encouraged to coordinate their purchasing activities with other departments to obtain best possible purchasing prices and benefits.
- D. In an effort to support local business in the community, staff shall make every effort to utilize local vendors if the prices are within 5% of the lowest proposed amount.

II. PROCEDURES

- A. The purchase of any products or material with a cumulative value in excess of \$500 but less than \$2,500 shall require at least three quotations. When a single quote is used, the purchase order shall include a written explanation for the variance. Quotations can include documented catalog prices or telephone quotes from vendors. Price, while an important factor, is not necessarily the primary factor in selection of products and services.
- B. The purchase of any products or materials with a cumulative value in excess of \$2,500 shall require three written quotations from three separate suppliers unless there are specific, and documented, reasons to select a particular vendor, and prior approval of the City Administrator.
- C. Purchases of products and materials in excess of \$7,500, except those purchase items listed in Section III, Part F below, shall require prior City Council approval. An emergency purchase situation shall be exempt from this requirement and the Council shall be notified as soon as practical with the explanation of the need for the emergency purchase.

III. PURCHASE ORDERS

- A. Purchase orders are required for all purchases exceeding \$50 for products and materials and shall include the budget account number for assignment, whether budgeted or not
- B. Purchase orders should be completed at the time the order is placed unless prior approval is required above.
- C. Purchase orders are not authorized unless executed by the appropriate Department Head.
- D. All purchase orders in excess of \$500 must be approved by the City Administrator. In the absence of the City Administrator, the Assistant City Administrator/City Clerk is authorized to approve purchase orders.
- E. In emergency situations, the Department Head may authorize purchase orders without the approvals required above, but in such cases, the purchase order must be submitted as soon as practical to City Administrator with an explanation of the need for emergency action.
- F. The following purchase items are exempt from the purchase order requirements:

1. Utility bills, postage meter expense, and similar recurring budgeted operating expenses.
2. Expenses based upon previously approved contracts or leases.
3. Products or services for resale.
4. Expenditures approved by the City Council.

IV. UNDER FEDERAL GRANTS

APPLICATION

This policy applies to the procurement of all supplies, equipment, and construction and services of and for City of Mount Vernon that include any federal program funding. In regards to any such federal programs, all procurement will be done in accordance with Title 2 Code of Federal Regulations (CFR) Grants and Agreements, Part 200; ~~2 CFR references are noted.~~ All other appropriate sections of Iowa State and Administrative Code and Mount Vernon Municipal Code shall also apply.

For federally funded procurement actions, where federal requirements conflict with the City of Mount Vernon Purchasing Policy, the federal requirement or most restrictive requirement will be followed.

~~The City of Mount Vernon must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals. 200.319(b)~~

METHODS OF PROCUREMENT

~~Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase procedures; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.~~

~~A. Micro-Purchase Procedures 200.320(a)~~

- ~~i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold—\$10,000 (200.67)~~
- ~~ii. To the extent practicable, must distribute micro-purchases equitably among qualified suppliers~~
- ~~iii. May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable~~

~~B. Small Purchase Procedures 200.320(b)~~

- ~~i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold—\$250,000 (200.88).~~
- ~~ii. Price or rate quotations are to be obtained from an “adequate number” of qualified sources~~

~~C. Sealed Bidding (formal advertising) 200.320(c)~~

- ~~i. Lowest priced, responsive, responsible, bidder WINS~~
- ~~ii. The preferred method for construction when sealed bidding is “feasible”, which is when certain conditions are present~~
- ~~iii. Bids must be solicited from an “adequate number of known suppliers”, providing them sufficient response time before date for the opening of bids~~
- ~~iv. Bids will be opened at the time and place prescribed in the invitation for bids~~
- ~~v. Must publicly advertise the invitation for bids~~
- ~~vi. Bids must be opened publicly~~
- ~~vii. Other procedural requirements at 200.320(c) (2)~~

~~D. Competitive Proposals 200.320(d)~~

- ~~i. Used when conditions are not appropriate for the use of sealed bids~~
- ~~ii. The appropriate method when more than one source is expected to submit an offer and either a fixed price or cost reimbursement type contract is awarded~~
- ~~iii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with **price** and other factors considered~~
- ~~iv. Requests for proposals **must be publicized** and identify all evaluation factors and their relative importance~~
- ~~v. Proposals must be solicited from an adequate number of qualified sources~~
- ~~vi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract~~

~~E. Noncompetitive Proposals 200.320(f)~~

- ~~i. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - ~~a. **One Source**: the item is available only from a single source~~
 - ~~b. **Exigency/Emergency**: an exigency or emergency will not permit a delay resulting from competitive solicitation~~
 - ~~c. **Awarding Agency Approval**: the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity~~
 - ~~d. **Inadequate Competition**: after the solicitation of a number of sources, competition is determined inadequate~~~~

~~**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (200.321)**~~

- ~~A. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;~~
- ~~B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;~~
- ~~C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~
- ~~D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;~~
- ~~E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and~~
- ~~F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).~~

~~**CONTRACT PRICING (200.323)**~~

- ~~A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.~~
- ~~B. City of Mount Vernon shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. City of Mount Vernon shall make an independent estimate prior to receiving a bid or proposal. City of Mount Vernon shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, City of Mount Vernon must consider the complexity of the work to be performed, the risk borne by the contractor, the~~

contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

City of Mount Vernon shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (200.324)

(a) City of Mount Vernon must make available, upon request of the Federal awarding agency or pass through entity, technical specifications on proposed procurements where the Federal awarding agency or pass through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) City of Mount Vernon must make available upon request, for the Federal awarding agency or pass through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) City of Mount Vernon procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) City of Mount Vernon is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass through entity determines that its procurement systems comply with the standards of this Part.

(1) City of Mount Vernon may request that its procurement system be reviewed by the Federal awarding agency or pass through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) City of Mount Vernon may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City of Mount Vernon that it is complying with these standards. City of Mount Vernon must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

AWARDED CONTRACTS

A. City of Mount Vernon will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov (200.213)

B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.36 And Appendix II to Part 200.

A. GENERAL PROVISIONS

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

B. CONFLICTS OF INTEREST IN AWARDING CONTRACTS

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

C. COST REDUCTION ANALYSIS

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

D. CONTRACTOR INTEGRITY

1. The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

2. Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
3. The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:
 - (a) rationale for the method of procurement
 - (b) selection of contract type
 - (c) contractor selection or rejection
 - (d) the basis for the contract price.

E. FULL AND OPEN COMPETITION

1. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples of restrictions on competition may include but are not limited to:

- (a) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (b) Requiring unnecessary experience and excessive bonding;
 - (c) Noncompetitive pricing practices between firms or between affiliated companies;
 - (d) Noncompetitive contracts to consultants that are on retainer contracts;
 - (e) Organizational conflicts of interest;
 - (f) Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (g) Any arbitrary action in the procurement process.
2. The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

3. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.
4. The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (b) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

F. TYPES OF PROCUREMENT

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

1. For **construction**, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. If your construction project cost is estimated to be below the threshold for competitive quotes referenced in Iowa Code chapter 26, you must follow the “other general goods and/or services” procurement guidelines listed below (most likely the Simple method).
2. For **professional services (such as architectural, engineering, or technical services)**, subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”
3. For **other general goods and/or services**, subrecipients shall follow the one of the four following methods depending upon anticipated total purchase cost of (a batch of) item(s) that can be procured from a similar vendor pool:

- (a) **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
- (b) **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
- (c) **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding. The following requirements apply:
- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
 - (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
 - (iv) The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) **Competitive Proposals (RFP):** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts, such as archeological services, historian services, or asbestos testing, although if the price point is below this threshold, an RFP is not required but merely recommended. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (TA) (which uses a competitive method regardless of contract price – see note below for A/E process), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult

with your IEDA project manager prior to initiating the process. If this method is used, the following requirements apply:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) Proposals must be solicited from an adequate number of qualified sources;
- (iii) The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (iv) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) The subrecipient must use competitive procedures for qualifications-based procurement (i.e., RFQ: Request for Qualifications) of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) **Noncompetitive proposals:** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (i) The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
- (ii) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (iii) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (iv) After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

G. TARGETED SMALL BUSINESSES – MINORITY, DISABLED, AND WOMAN-OWNED BUSINESSES

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmportals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

H. RECYCLED CONTENT AND PRODUCTS

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

I. COST ANALYSIS AND CONTRACT PRICE

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

1. The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.
3. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

J. REVIEW OF PROCUREMENT DOCUMENTS AND SYSTEMS

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;

2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a “brand name” product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA’s right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

K. BONDING

1. For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:
 - (a) A bid guarantee from each bidder is equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (c) A payment bond for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.
2. The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.
3. Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>
4. Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

L. CONTRACT PROVISIONS

The subrecipient’s contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

**RESOLUTION ADOPTING CDBG REQUIRED
POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE
RESOLUTION NO. _____**

WHEREAS, the THE CITY OF MOUNT VERNON, IOWA has received federal funding through the Community Development Block Grant (CDBG) program; and

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the THE CITY OF MOUNT VERNON, IOWA endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, that THE CITY OF MOUNT VERNON, IOWA hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the THE CITY OF MOUNT VERNON, IOWA agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. THE CITY OF MOUNT VERNON, IOWA further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the THE CITY OF MOUNT VERNON, IOWA has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by Police Chief Doug Shannon, which may be contacted at (319) 895-6141.

Adopted by THE CITY OF MOUNT VERNON, IOWA this _____ day of _____, 20__

Signed: _____
Tom Wieseler, Mayor

ATTEST:

Signed: _____
Marsha Dewell, City Clerk

RESOLUTION ADOPTING REQUIRED POLICIES FOR CDBG FUNDING

RESOLUTION NO. _____

WHEREAS, the City of Mt Vernon has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, all recipients of CDBG funds are required to adopt policies that 1) minimize the direct and indirect displacement of people from their homes, 2) provide equal opportunity to all employees, applicants, and program beneficiaries in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation 3) advise the public it will administer program and activities relating to housing and community development in a manner that prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, disability, or familial status; and 4) ensure no conflict of interest, fraud, waste, or abuse arises from officers, employees, or agents of the City of Mt Vernon.

WHEREAS, the City of Mt Vernon endorses policies that 1) minimize the direct and indirect displacement of people from their homes, 2) provide equal opportunity to all employees, applicants, and program beneficiaries in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation 3) advise the public it will administer program and activities relating to housing and community development in a manner that prohibits discrimination on the basis of race, color, creed, religion, sex, national origin, disability, or familial status; and 4) ensure no conflict of interest, fraud, waste, or abuse arises from officers, employees, or agents of the City of Mt Vernon.

NOW, THEREFORE BE IT RESOLVED, the City of Mt Vernon hereby adopts the following provisions as its official policy:

- 1) Residential Anti-displacement and Relocation Assistance Plan (RARA)
- 2) Equal Opportunity Policy
- 3) Affirmative Fair Housing Policy
- 4) Code of Conduct

Adopted by CITY OF MT VERNON this _____ day of _____, 2023.

Signed:

Tom Wieseler, Mayor

Date

Attest:

Marsha Dewell, City Clerk

Date

**The Residential Anti-displacement and Relocation Assistance Plan under Section 104(d)
of the Housing and Community Development Act of 1974, As Amended**

This Residential Anti-displacement and Relocation Assistance Plan (RARA) is prepared by the City of Mt Vernon in accordance with the Housing and Community Development Act of 1974, as amended, and HUD Regulations at 24 CFR 42.325 and is applicable to our CDBG, UDAG and/or HOME-assisted projects.

Consistent with the goals & objectives of activities assisted under the Act, the City of Mt Vernon will take the following steps to minimize the direct and indirect displacement of person from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners & tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units”, as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

The City of Mt Vernon will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG and/or HOME Programs, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

Passed and adopted by the City of Mount Vernon, Iowa, this _____ day of _____, 2023.

Signature
Tom Wieseler, Mayor

ATTEST:

Signature
Marsha Dewell, City Clerk

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of City of Mt Vernon to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by City of Mt Vernon. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the (City of Mt Vernon) because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by Lori Boren, Assistant City Administrator; who can be contacted at (319) 895-8742.

This Equal Opportunity Policy of the City of Mt Vernon shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policymaking groups.

Passed and adopted by the City of Mount Vernon, Iowa, this _____ day of _____, 2023.

Signature
Tom Wieseler, Mayor

ATTEST:

Signature
Marsha Dewell, City Clerk

AFFIRMATIVE FAIR HOUSING POLICY

Notice will be published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

City of Mt Vernon advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

City of Mt Vernon shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Mt Vernon, Iowa, has designated Chris Nosbisch, City Administrator as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

Chris Nosbisch, City Administrator
cnosbsich@cityofmtvernon-ia.gov
(319) 895-8742
213 First Street,
Mount Vernon, IA 52314.

Passed and adopted by the City of Mount Vernon, Iowa, this _____ day of _____, 2023.

Signature
Tom Wieseler, Mayor

ATTEST:

Signature
Marsha Dewell, City Clerk

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.318 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of CITY OF MT VERNON engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of CITY OF MT VERNON shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner;
- d. An organization that employs, or is about to employ any of the above; or has a financial or other interest in the firm selected for award.

CITY OF MT VERNON's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, subcontractors, or others involved in the contract, *beyond that allowed by applicable federal and state laws.*

FRAUD, WASTE AND ABUSE

CITY OF MT VERNON has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify CITY OF MT VERNON of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to (City Administrator Chris Nosbisch at cnosbisch@cityofmtvernon-ia.gov (319) 895-8742, 213 First Street NW, Mount Vernon, IA 52314)

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against CITY OF MT VERNON's officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted by the City of Mount Vernon, Iowa, this _____ day of _____, 2023.

Signature
Tom Wieseler, Mayor

ATTEST:

Signature
Marsha Dewell, City Clerk

J. Motions for Approval

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, DECEMBER 18, 2023

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
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	3,090.31
MOUNT VERNON ACE HARDWARE	SUPPLIES-ALL DEPTS	2,583.13
EMPLOYEE BENEFIT SYSTEMS	INSURANCE CLAIMS-ALL DEPTS	1,992.31
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
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
MOTOROLA SOLUTIONS INC	VIDEO CLOUD STORAGE-PD	895.00
BANKCARD 8076	CREDIT CARD FEES-LBC,P&REC	871.94
AFFORDABLE HEATING & COOLING	HVAC MAINT-CITY HALL	539.75
BAUMAN AND COMPANY	UNIFORMS-ALL DEPTS	444.00
LINN COUNTY TREASURER	BRIDGE INSPECTION-RUT	320.00
BARNYARD SCREEN PRINTER	DARE SUPPLIES-PD	285.00
PRESTO-X	PEST CONTROL-PD	277.00
STAPLES INC	SUPPLIES-PD	255.19
US CELLULAR	CELL PHONE-PD	247.51
IOWA SOLUTIONS INC	COMPUTER MAINT-LBC	247.50
KONE INC	ELEVATOR MAINT CONTRACT-P&A	202.53
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
CITY LAUNDERING CO	SERVICES-P&A	69.33
PRESTO-X	PEST CONTROL-FD	67.10
B4 BRANDS	HAND SANITIZER-LBC	64.19
KONICA MINOLTA BUSINESS SOLUTIONS	MAINT PLAN/COPIES-LBC	57.50
NEAL'S WATER CONDITIONING	WATER/SALT-P&A	43.00
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

CITY OF MOUNT VERNON
CLAIMS FOR APPROVAL, DECEMBER 18, 2023

NEAL'S WATER CONDITIONING	WATER/SALT-FD	33.00
PAULA DUKE	WATER DEPOSIT REFUND-WAT	31.90
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
TOTAL		371,701.23

FUND EXPENSE TOTALS

PAYROLL	102,850.78
ARP POLICE STATION CONSTRUCTION	91,560.50
SOLID WASTE	57,742.65
GENERAL FUND	56,708.31
CAPITAL IMPROVEMENT PROJECTS	29,344.55
SEWER FUND	9,710.80
WATER FUND	8,617.20
LBC	7,157.38
ROAD USE TAX FUND	6,547.77
STORM WATER FUND	1,461.29
TOTAL	371,701.23

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

AGENDA ITEM # J – 2

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

DATE: December 18, 2023

AGENDA ITEM: Pay Application #12 – Police Department Renovations

ACTION: Motion

SYNOPSIS: Pay application #12 for the police department renovation project has been submitted in the amount of \$71,008.22.

BUDGET ITEM: Bond

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Pay Application #12

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023



Project: Mount Vernon-Lisbon Police Department Addition & Renovation

213 First Street NW
Mount Vernon, IA 52314

Job No: 0522007	Invoice Date: 12/11/2023	Invoice No: 523-060	TERMS: Net 10 Days
Period No: 23-12	Period To: 12/31/2023	Pay App No: 12	Customer PO #:

Owner: City of Mount Vernon 213 First Street NW Mount Vernon, IA 52314	Contractor: Septagon Construction Company 3500 J St SW Cedar Rapids, IA 52404-4609	Architect: Martin Gardner Architecture
---	---	---

Application For Payment Summary

Lost Weather Days: 0.0

1. Original Contract Value.....	\$1,106,500.00
2. Net Change by Change Orders.....	\$53,480.01
3. Contract Value To Date.....	\$1,159,980.01
4. Total Completed & Stored To Date.....	\$1,071,915.01
5. Completed Work Retainage(5.00%).....	\$53,595.76
6. Stored Material Retainage(5.00%).....	\$0.00
7. Total Retainage.....	\$53,595.76
8. Total Earned Less Retainage(5.00%).....	\$1,018,319.25
9. Less Previous Certificates For Payment.....	\$947,311.03
10. Current Payment Due.....	\$71,008.22
11. Balance To Finish, Including Retainage.....	\$141,660.76

Comments:

BY: Jake Brandt

BY: _____

CONTRACTOR

ARCHITECT

SIGNATURE

DATE

SIGNATURE

DATE

Amount Certified: _____

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

A finance charge of 1-1/2% per month compounded to an annual rate of 18% will be charged on all accounts 30 days past due.
A 3.5% convenience charge will be added if use Credit Card form of payment - contact Accounts Receivable 660-827-2115

Thank You!



SEPTAGON CONSTRUCTION

Application for Payment

Job No: 0522007 **Invoice No:** 523-060 **Pay App No:** 12
To Company: City of Mount Vernon **Application Date:** 12/11/2023 **Customer PO #:**
From Company: Septagon Construction Company **Period To:** 12/31/2023
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
01		Project Management	\$75,000.00	\$67,500.00	\$6,750.00	\$0.00	\$0.00	\$71,250.00	95%	\$3,750.00	\$3,562.50
02		General Conditions	\$156,900.00	\$141,210.00	\$7,845.00	\$0.00	\$0.00	\$149,055.00	95%	\$7,845.00	\$7,452.75
03		Siltwork	\$85,400.00	\$76,860.00	\$8,540.00	\$0.00	\$0.00	\$85,400.00	100%	\$0.00	\$4,270.00
04		Seeding	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$325.00
05		Concrete	\$77,800.00	\$77,800.00	\$0.00	\$0.00	\$0.00	\$77,800.00	100%	\$0.00	\$3,890.00
06		Rough Carpentry	\$46,700.00	\$42,030.00	\$2,335.00	\$0.00	\$0.00	\$44,365.00	95%	\$2,335.00	\$2,218.25
07		Roofing	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$0.00	\$6,400.00	100%	\$0.00	\$320.00
08		Doors + Hardware	\$68,400.00	\$61,560.00	\$0.00	\$0.00	\$0.00	\$61,560.00	90%	\$6,840.00	\$3,078.00
09		Overhead Doors	\$15,500.00	\$10,850.00	\$4,650.00	\$0.00	\$0.00	\$15,500.00	100%	\$0.00	\$775.00
10		Flooring	\$63,900.00	\$47,925.00	\$3,195.00	\$0.00	\$0.00	\$51,120.00	80%	\$12,780.00	\$2,556.00
11		Specialties	\$11,500.00	\$11,500.00	\$0.00	\$0.00	\$0.00	\$11,500.00	100%	\$0.00	\$575.00
12		Drywall	\$64,500.00	\$58,050.00	\$0.00	\$0.00	\$0.00	\$58,050.00	90%	\$6,450.00	\$2,902.50
13		Casework	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$450.00
14		Painting	\$25,000.00	\$18,750.00	\$1,250.00	\$0.00	\$0.00	\$20,000.00	80%	\$5,000.00	\$1,000.00
15		Glass	\$11,500.00	\$8,625.00	\$1,150.00	\$0.00	\$0.00	\$9,775.00	85%	\$1,725.00	\$488.75
16		Plumbing + HVAC	\$270,500.00	\$229,925.00	\$13,525.00	\$0.00	\$0.00	\$243,450.00	90%	\$27,050.00	\$12,172.50
17		Electric	\$112,000.00	\$95,200.00	\$5,600.00	\$0.00	\$0.00	\$100,800.00	90%	\$11,200.00	\$5,040.00
18		Cellulose Blown Insulation (PCCO 001, PCCO 001)	\$6,719.56	\$6,719.56	\$0.00	\$0.00	\$0.00	\$6,719.56	100%	\$0.00	\$335.98
19		Underground Electrical	\$5,351.59	\$5,351.59	\$0.00	\$0.00	\$0.00	\$5,351.59	100%	\$0.00	\$267.58



Application for Payment

Job No: 0522007
 To Company: City of Mount Vernon
 From Company: Septagon Construction Company

Invoice No: 523-060
 Application Date: 12/11/2023
 Period To: 12/31/2023
 Architect's Project No:

Pay App No: 12
 Customer PO #:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value
		Repair (PCCO 002, PCCO 002)									5%
20		1% Bond (PCCO 002, PCCO 003)	\$53.52	\$53.52	\$0.00	\$0.00	\$0.00	\$53.52	100%	\$0.00	\$2.68
21		1% Insurance (PCCO 002, PCCO 004)	\$53.52	\$53.52	\$0.00	\$0.00	\$0.00	\$53.52	100%	\$0.00	\$2.68
22		15% Overhead (PCCO 002, PCCO 005)	\$802.74	\$802.74	\$0.00	\$0.00	\$0.00	\$802.74	100%	\$0.00	\$40.14
23		Supervision (PCCO 002, PCCO 006)	\$210.00	\$210.00	\$0.00	\$0.00	\$0.00	\$210.00	100%	\$0.00	\$10.50
24		AIA adjustment to CO1 (PCCO 00001r, PCCO 013)	\$0.44	\$0.44	\$0.00	\$0.00	\$0.00	\$0.44	100%	\$0.00	\$0.02
25		Over Excavate Footings (PCCO 003, PCCO 007)	\$3,495.00	\$3,495.00	\$0.00	\$0.00	\$0.00	\$3,495.00	100%	\$0.00	\$174.75
26		8' Foundation Walls (PCCO 003, PCCO 008)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
27		Septagon OH&P 15% (PCCO 003, PCCO 009)	\$824.25	\$824.25	\$0.00	\$0.00	\$0.00	\$824.25	100%	\$0.00	\$41.21
28		1% Bond (PCCO 003, PCCO 010)	\$54.95	\$54.95	\$0.00	\$0.00	\$0.00	\$54.95	100%	\$0.00	\$2.75
29		1% Insurance (PCCO 003, PCCO 011)	\$54.95	\$54.95	\$0.00	\$0.00	\$0.00	\$54.95	100%	\$0.00	\$2.75
30		Septagon Supervision (PCCO 003, PCCO 012)	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$15.00
31		Wood Doors (PCCO 004, PCCO 016)	\$3,360.00	\$3,360.00	\$0.00	\$0.00	\$0.00	\$3,360.00	100%	\$0.00	\$168.00
32		Mezzanine OHD (PCCO 002)	\$7,200.00	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$7,200.00	100%	\$0.00	\$360.00



Application for Payment

Job No: 0522007 **Invoice No:** 523-060 **Pay App No:** 12
To Company: City of Mount Vernon **Application Date:** 12/11/2023 **Customer PO #:**
From Company: Septagon Construction Company **Period To:** 12/31/2023
Architect's Project No:

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
33		005, PCO 017 Acoustical Ceiling in Corridor (PCCO 006, PCO 019)	\$3,250.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00	100%	\$0.00	\$162.50
34		Concrete Curb (PCCO 007, PCO 021)	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$100.00
35		Aluminum Storefront Window (PCCO 008, PCO 023)	\$6,180.00	\$1,854.00	\$1,236.00	\$0.00	\$0.00	\$3,090.00	50%	\$3,090.00	\$154.50
36		Dog Wash Station/Power washer (PCCO 009, PCO 025)	\$10,870.00	\$0.00	\$10,870.00	\$0.00	\$0.00	\$10,870.00	100%	\$0.00	\$543.50
37		Green Camera Openings (PCCO 010, PCO 028)	\$699.49	\$0.00	\$699.49	\$0.00	\$0.00	\$699.49	100%	\$0.00	\$34.97
Totals:			\$1,159,980.01	\$967,169.52	\$74,745.49	\$0.00	\$0.00	\$1,071,915.01	92%	\$68,065.00	\$53,595.76

AGENDA ITEM # J – 3

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

DATE:	December 18, 2023
AGENDA ITEM:	Set Public Hearing Date – Rezoning
ACTION:	Motion

SYNOPSIS: The base zoning for Stoner Plaza 10th Addition will need to be rezoned from C-2 General Commercial to MU Mixed Use development to accommodate the CHI housing project. Staff is asking the Council to set a public hearing date for January 2, 2023.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

AGENDA ITEM # J – 4

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

DATE:	December 18, 2023
AGENDA ITEM:	Set Public Hearing Date – Zoning Establishment
ACTION:	Motion

SYNOPSIS: City code requires the Council to establish the base zoning districts for newly annexed areas to the city by ordinance. Staff is asking the Council to set a public hearing date for January 2, 2023. *Note: if there is no opposition to the zoning classification, staff would ask the Council in advance to waive readings and complete the zoning ordinance in one reading.*

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: None

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

AGENDA ITEM # J – 5

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

DATE:	December 18, 2023
AGENDA ITEM:	Park and Rec Board Recommendation
ACTION:	Motion

SYNOPSIS: The Council requested the Park and Rec Board review the current park system for the inclusion of prairie/pollinator plantings. After review, the Park and Rec Board is requesting the city enter into a Memorandum of Understanding with the Monarch Research Project organization. A sample memorandum has been included with this packet for your review.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023



MEMORANDUM OF AGREEMENT

www.events.careertrack.com

WHEREAS, Monarch Research Project (“MRP”), established on October 9, 2015, is organized to address the plight of the endangered Monarch butterfly. MRP seeks to cultivate communities of engaged citizens to aid in Monarch repopulation and in the restoration of Pollinator Zones – more specifically referred to as the “1,000 Acre Pollinator Initiative”, and

WHEREAS, City of Cedar Rapids (“City”), a State of Iowa municipality seeks to partner with MRP to utilize municipal land for Monarch and Pollinator projects through the “1,000 Acre Pollinator Initiative”, and

WHEREAS, MRP has the expertise and funding capacity and City has land and human resources to assist in the “1,000 Acre Pollinator Initiative”, both entities agree to the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties agree as follows:

1. Parties agree to partner on a pollinator initiative to include funding and resources to include approximately 400 acres of City-owned property, of which, approximately 86 acres will be re-planted with MRP approved mixtures of seed and is projected to be completed in the 2018 calendar year.

2. The City will manage and staff acquisition of materials, labor and contract oversight required for the preparation and installation of these Pollinator Zones.

3. The City commits to maintain the acres under this agreement for a period of five years from the date of installation with City resources and staff. During this period, the City in its sole discretion may utilize the Pollinator Zone parcels for other public and recreational uses so long as the “uses” do not infringe on or damage a Pollinator Zones’ overall usefulness. Examples might include reduction in acreage of MRP funded prairie to install amenities such as trails, interpretive signage, benches, artwork, recreational walking and running paths, pavilions, or other park infrastructure within or adjacent to a Pollinator Zone.

4. MRP intends to fund up to \$600,000 through donation to the City, less any private funding or grants received directly by the City, for the purchase of materials and contract labor required to install these Pollinator Zones which may include seed, contract seeding, herbicide, contract herbiciding, special equipment, educational material and signage. Of this overall \$600,000 potential initiative funding, MRP intends to fund the initiative with up to \$110,000 in funding to the City through donation during calendar year 2018. Funding requests for this project must first be submitted to MRP for final approval for each proposed City expenditure.

THIS AGREEMENT is executed by the authorized officials of the City and MRP on this _____ day of _____, 2017.

Administration Office – 500 15th Avenue SW • Cedar Rapids, IA 52404

Golf Operations
Ph:(319) 286-5588
Fax: (319) 286-5593

Parks Operations
(319) 286-5760
(319) 540-8843

Administration
(319) 286-5767
(319) 540-8843

City of Cedar Rapids, Iowa

Monarch Research Project

By: _____
Jeff Pomeranz, City Manager

Clark E. McLeod, President

Administration Office – 500 15th Avenue SW • Cedar Rapids, IA 52404

Golf Operations
Ph:(319) 286-5588
Fax: (319) 286-5593

Parks Operations
(319) 286-5760
(319) 540-8843

Administration
(319) 286-5767
(319) 540-8843

AGENDA ITEM # J – 6

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

DATE:	December 18, 2023
AGENDA ITEM:	ECICOG Contract for CDBG Funds
ACTION:	Motion

SYNOPSIS: ECICOG (East Central Iowa Council of Governments) 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.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

**CONTRACT FOR COMMUNITY DEVELOPMENT
BLOCK GRANT SERVICES**

Contract Title: **Contract for Community Development Block Grant Services (Contract)**

Contractor: **East Central Iowa Council of Governments**
(payments to) 700 16th Street NE, Suite 301
Cedar Rapids, IA 52402

Contract Number: **20-DRI-015, (CDBG Contract)**

Local Government: **Mount Vernon, Iowa**

Contract Amount: **NOT TO EXCEED \$3,000**

Effective Date: **October 1, 2023**

Expiration Date: **September 30, 2026**

Pursuant to the CDBG Contract, Local Government shall obtain the written consent of Iowa Economic Development Authority (IEDA) prior to directly or indirectly assigning its rights and responsibilities under the CDBG Contract. By executing this Contract, Local Government represents that it is following CDBG Contract obligations. The Contractor agrees to perform all services set forth in the attached Special Conditions, for the consideration stated herein. The rights and obligations of the parties to this Contract (collectively "Parties"; individually, "Party") shall be subject to and governed by the Special Conditions and the Required Contract Provisions, comprising current excerpt from the CDBG Program Management Guide of the Iowa Economic Development Authority (IEDA), is hereby incorporated to bind compliance per stipulations attached as Exhibit. Any work performed by the Contractor beyond this Contract's scope will conform to fees shown in Appendix A. The Parties agree that the Contractor's performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including all subrecipients of CDBG Contract funding.

To the extent of any inconsistency between the Special Conditions or the Required Contract Provisions, and any specifications or other conditions which are made a part of this Contract, by reference or otherwise, the Special Conditions and the Required Contract Provisions shall control. To the extent of any inconsistency between the Special Conditions and the Required Contract Provisions, the Special Conditions shall control.

IN WITNESS THEREOF, the Parties hereto have executed this Contract on the day and year last specified below.

Local Government:

Contractor:

Tom Wieseler, Mayor
Mount Vernon, Iowa

Karen Kurt, Executive Director
East Central Iowa Council of Governments

Date

Date

SPECIAL CONDITIONS

Article 1.1.0 Identification of Parties

This Contract is entered into by and between the East Central Iowa Council of Governments (hereafter referred to as “Contractor”) and Mount Vernon, Iowa (hereafter referred to as the “Local Government”).

Article 1.2.0 Statement of Purpose

WHEREAS, the Local Government has been awarded the CDBG Contract, to assist with implementation of an **Emergency Generator** project (the “Project”), under the Housing and Community Development Act as amended 1981, and Chapter 23 of the Iowa Code, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a planning and administrative program for the CDBG Contract,

THEREFORE, the Parties hereto do agree as follows:

Article 1.3.0 Area Covered

The Contractor shall perform all the work and services required under this Contract in connection with and respecting the jurisdiction and authority of the Local Government.

Article 1.4.0 Statement of Work and Services

The Parties agree that the Contractor’s performance of this Contract is for the sole benefit of the Local Government and not for the benefit of any third parties, including all subrecipients of CDBG Contract funding. This Contract does not confer any rights to or benefits on any third parties, including all subrecipients of CDBG Contract funding. The Contractor shall perform in a satisfactory and proper manner, as determined by the following work and services, as appropriate:

- 1.4.1 Provision of technical assistance in the financial management and auditing standards of the Project.
- 1.4.2 Administration, oversight and coordination of Project documentation, records and reports in accordance with CDBG record keeping.
- 1.4.3 Provide technical assistance regarding labor and equal opportunity standards.

Article 1.5.0 Reports and Products

The Contractor shall prepare and submit the following reports and products to the Local Government, with copies as required:

- 1.5.1 Environmental Review Record.
- 1.5.2 Records as necessary for project completion.

- 1.5.3 Code of Conduct, Procurement Policy and other reports and policies.
- 1.5.4 Status of and Request for Payment forms.

Article 1.6.0 Designation of Officials

- 1.6.1 Contractor: The Executive Director of the Contractor is authorized to negotiate and make any changes to the terms, conditions or amounts specified in this Contract.
- 1.6.2 Local Government: The Chief Elected Official of the Local Government is the official authorized to execute any changes in the terms, conditions or amounts specified in this Contract and is designated to negotiate on behalf of the Local Government any changes to this Contract.

Article 1.7.0 Time of Performance

The services of the Contractor are to commence on the “Effective Date” shown on Page 1 of this document and shall be undertaken in such sequence as to assure their expeditious completion. All the services required hereunder shall be completed on or before the “Expiration Date” shown on Page 1 of this document. Allowable costs incurred against the Project prior to formal grant award by the IEDA shall be allowed only in the event the grant is awarded.

Article 1.8.0 Additional Special Conditions

- 1.8.1 Local Government Obligations: The Local Government shall provide in support of this Contract the amount shown on Page 1 of this document. This amount shall be provided in the form of cash.
- 1.8.2 Audit Requirements: The Local Government shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996 and OMB Circular A-133, as applicable, IEDA's administrative rules for the CDBG program (261 Iowa Administrative Code Chapter 23), and the Iowa CDBG Management Guide. The records and books of the Contractor shall be made available to the Local Government for this purpose.
- 1.8.3 General Obligations: The Contractor shall carry out the program objectives listed in the Statement of Work and Services in a lawful, satisfactory, and proper manner and in accordance with such circulars, policies, procedures, and requirements as may from time to time be prescribed by the State of Iowa and the Local Government.

Article 1.9.0 Conditions of Payment

- 1.9.1 Maximum Payments: It is expressly understood and agreed that the maximum amounts to be paid to the Contractor by the Local Government for any item of work or service shall be the amount not exceeding the Contract Amount shown Page 1 of this Contract unless modified by written amendment of this Contract as provided in Section 1.11.0.
- 1.9.2 Requisition for Payment: All payments to the Contractor shall be subject to the receipt by the Local Government of requisition for payment. Payments shall be made monthly. A complete

accounting of all Contract costs shall occur no later than one (1) calendar month after the expiration of this Contract.

1.9.3 Receipt of Federal/State Funds: All payments hereunder shall be subject to the receipt of Federal/State grant funds by the Local Government. The termination, reduction, or delay of Federal/State grant funds to the Local Government shall, at the option of the Local Government, be reflected in a corresponding modification to the conditions of this Contract.

1.9.4 Chargeable Expenses: Chargeable expenses for project time incurred by salaried personnel of Contractor will not exceed \$75 per hour. Chargeable expenses will also include reimbursement at cost for any professional services that may be necessary to be incurred for project implementation and/or administration by an agent of the Contractor.

Article 1.10.0 Project Budget

The General Administration budget for the administration of the CDBG Contract shall be the same as the amount shown on Page 1 of this document.

Article 1.11.0 Amendment of this Document

The Local Government or the Contractor may, during the duration of this Contract, deem it necessary to make alterations to the provisions of this Contract. Any changes to the Special and/or Required Contract Provisions of this Contract, made by mutual agreement and in writing, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment.

Article 1.12.0 Release of Data and Findings

All reports, information, data findings, etc., given to, prepared, or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor prior to the completion of this Contract in its entirety, without advance written approval of such prior release by the Local Government. Unless otherwise stated in the Special Conditions of this Contract, the Contractor may release reports, information, etc., upon completion of the contract without written approval by the Local Government. This Section applies to such release mechanisms as scholarly journals, professional conferences and seminars, and news media as well as the interim products of this Contract.

Article 1.13.0 Allowable Costs

1.13.1 Allowable costs are specified under the approved budget presented in the Special Conditions of this Contract. Allowable costs are subject to audit under the principles defined in Attachment A of OMB Circular A-87 where all or any part of Contract funds are obtained from the federal government.

1.13.2 Indirect cost rates shall be determined according to the principles defined in Attachment A OMB Circular A-87.

1.13.3 Expenditures which exceed budget line-item amounts will not be disallowed for payment solely because of minor deviations from the budgeted amount provided that the deviation does not exceed ten percent (10%) of the budgeted line-item amount. However, a deviation of any

amount which results in total costs exceeding the total Contract amount shall be disallowed unless otherwise provided for through amendment of this Contract. Expenditures generating deviations shall be compatible with the Contract statement of work and services and of such nature as to quality as an allowable cost.

Article 1.14.0 Suspension and Termination of Contract

- 1.14.1 Suspension: If the Contractor fails to comply with the Special Conditions and/or the general terms and conditions of this Contract, the Local Government may, after written notice to the Contractor, suspend the Contract and withhold further payments or prohibit the Contractor from incurring additional obligations of contract funds, pending corrective action by the Contractor or a decision to terminate in accordance with provisions 1.14.2 or 1.14.3 hereof. The Local Government may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the IEDA regulations.
- 1.14.2 Notice of Default and Termination of Contract. Each Party shall issue a written notice of breach or default of this Contract to the alleged breaching Party, setting forth the specific details of the alleged breach or default and providing therein a fifteen (15) day period in which alleged breaching Party shall have an opportunity to cure if cure is possible and feasible. If, after an opportunity to cure, the breach or default remains, the Party issuing the breach notice shall have the right, in addition to any other rights and remedies available to it, to terminate this Contract.
- 1.14.3 Termination for Convenience: The Local Government or Contractor may terminate the Contract in whole, or in part, when both Parties agree that the continuation of the Project would not produce beneficial results commensurate with the future expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Local Government shall allow full credit to the Contractor for the Local Government share of the non-cancelable obligations, properly incurred by the Contractor prior to termination.
- 1.14.4 Rights in Incomplete Products: In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other material prepared by the Contractor under this Contract shall, at the option of the Local Government, become the Local Government's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Article 1.15.0 Equal Employment Opportunity

- 1.15.1 The Contractor shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309) which states that the Contractor agrees that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation under any program or activity funded in whole or in part under Title I of this Act. (Further requirements are specified in 24 CFR 570.601).

In addition, the Contractor will comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) which states that the Contractor agrees that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, or as required in Section 504 of the Rehabilitation Act of 1973, as amended, be discriminated against on the basis of disability; and notice of these provisions shall be posted in conspicuous places setting forth provisions of this nondiscrimination clause.

- 1.15.2 The Contractor provides that no person shall be discriminated against in housing and related facilities provided with federal assistance or discriminated against in lending practices based on race, color, religion, sex, national origin, age, or disability as stated in Executive Order 11063.

Article 1.16.0 Interest of Local Government, Contractor, Officials, & Others

- 1.16.1 Local Government: No officer, member, or employees of the Local Government and no members of its governing body, and no other public official of the locality who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affect his personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested or have any personal or pecuniary interest, direct or indirect in this Contract, or the proceeds thereof.
- 1.16.2 Contractor: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 1.16.3 Officials: No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- 1.16.4 Political Activity: No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

Article 1.17.0 Assignment of Interest

Neither this Contract or any interest therein nor claim shall be assigned or transferred by any Party to any third parties.

Article 1.18.0 Personnel

- 1.18.1 Selection: The Contractor represents that he/she has, or will secure, all personnel required to perform the work and services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Government.
- 1.18.2 Qualification: All of the work and services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

1.18.3 Change of Key Personnel: If for any reason substitution for a specified individual becomes necessary, the Contractor shall provide immediate written notification of such to the Local Government. Any replacement shall be subject to the approval of the Local Government.

Article 1.19.0 Subcontractors

The Contractor reserves the right to subcontract for the completion of the work or services specified under Articles 1.4.0-1.5.0 upon notification of, and approval by, the Local Government.

Article 1.20.0 Contract Coverage

This Contract contains the entire agreement between the Parties and any statements, inducements or promises not contained herein shall not be binding upon said Parties. This Contract shall inure to the benefit of and be binding upon the successors in office of the respective Parties.

If any part of this Contract or any part of any provision hereof shall be adjudicated to be invalid or unenforceable, then the remaining parts of any provision not specifically so adjudicated to be invalid or unenforceable shall be executed without reference to the part so adjudicated.

Article 1.21.0 Liability

Contractor agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Local Government arising from the failure of the Contractor to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Contractor. Furthermore, the Contractor shall indemnify and save harmless the Local Government from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Contractor or any person working under it, carrying out the terms of this Contract.

The Local Government agrees to pay the costs, including damages, attorneys' fees and/or other expenses, of any litigation incurred by the Contractor arising from the failure of the Local Government to comply with the terms, rules and regulations in this Contract or resulting from negligent acts or omissions of the Local Government. Furthermore, the Local Government shall indemnify and save harmless the Contractor from suits, actions or claims of any character brought for or on account of any injuries or damages received by any person or property resulting from the negligent acts or omissions of the Local Government or any person working under it, carrying out the terms of this Contract.

APPENDIX A

FEES FOR SERVICES RENDERED BEYOND THE SCOPE OF THIS CONTRACT

Should services beyond the scope of this Contract be provided to the Local Government by the Contractor, such fees shall be set on a not to exceed basis, under separate contract, and be billable at a rate of \$75 per hour.

CDBG-DR Required Federal Provisions

Updated August 1, 2023

All Contracts:

Funding, in whole or in part, for this Project is funded through Community Development Block Grant-Disaster Recovery (CDBG-DR) as awarded to the State of Iowa by the U.S. Department of Housing and Urban Development (HUD). All provisions of the Federal Code of Regulations, Title 24 (CFR 24), Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments applies to this Project.

Federal Law requires that contracts relating to this Project include certain provisions of CFR Title 24 Part 85.36 (h, i) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. Depending on the type of work or services provided and the dollar value of the Project, some of the provisions set forth in CFR Title 24 may not apply to the Contractor or to the work or services provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of CFR Title 24 Part 85.36 (i & h). The Contractor certifies:

1. **To Be Detailed in Contract Terms:** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold)
2. **To Be Detailed in Contract Terms:** Termination clause for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000). This should include under what conditions the clause by be imposed, the form the termination must take (e.g. certified letter), the timeframe required between the notice of termination and its effective date, and the method used to compute the final payment(s) to the contractor.
3. **All Construction Contracts in Excess of \$10,000:** Compliance with EO 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor regulations (41 CFR Chapter 60).
4. **All Contracts and Subcontracts for Construction or Repair:** Compliance with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented by U.S. Department of Labor regulations (29 CFR Part 3).
5. **All Construction Contracts in Excess of \$2,000 When Required by Federal Grant Program Legislation:** Compliance with the Davis Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 3).
6. **All Construction Contracts in Excess of \$2,000, and All Contracts in Excess of \$2,500 for Other Contracts Which Involve the Employment of Mechanics or Laborers:** Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Housing rehabilitation and new housing construction contracts of less than 8 units are excluded from this requirement.

7. Notice of awarding agency requirements and regulations pertaining to reporting
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data
10. Access by the grantee (State of Iowa), the subgrantee, the Federal grantor agency, the Comptroller General of the United States, the State Auditor, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposes of making an audit, examination, excerpts, and transcriptions.
11. Retention of all records for 3 years after the State of Iowa has closed the CDBG-DR grant funding this Project with the U.S. Department of Housing and Urban Development.
12. **All Contracts, Subcontracts, and Subgrants in Excess of \$100,000:** Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). During the period of performance of this Contract, the Contractor agrees:
 1. The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
 2. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 3. The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Excluded Party Listing System.
 4. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (Pub. L. 94-163, 89 Stat. 871)

Bonding Requirements:

For construction, facility improvements, and new housing contracts or subcontracts exceeding the simplified acquisition threshold (\$100,000), the awarding agency may accept the bonding policy and requirements of the grantee (State of Iowa) or the subgrantee provided that the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. All Contracts Over \$25,000: A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
3. All Contracts Over \$25,000: A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Certifications

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when providing Deliverables under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. Failure to comply with this provision may cause this Contract to be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. If all or a portion of the funding used to pay for Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation on royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the grantee or subgrantee liable in any manner for the resulting changes. The grantee or subgrantee shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address legislative change. Nothing in this Subsection shall affect or impair the grantee or subgrantee's right to terminate the Contract pursuant to termination provisions.

The Contractor certifies and assurances compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the Program Rules, all as may hereafter be modified or amended:

1. Financial Management Guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996", OMB Circular A-22 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments").

2. Title I of the Housing and Community Development of 1974 as amended (42 U.S.C 5301 et seq.) and regulations which implement these laws, as modified by waivers and alternative requirements published in the Federal Register applicable to CDBG-DR funding
3. Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-32, 42 U.S.C. 3601 et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7 and Executive Order #34 dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 12259; Presidential Executive Order 11246, as amended (contracts in excess of \$10,000); Section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
4. Fair Housing Act, P.L. 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C 3601 et seq.), Section 109 of the Title 1 of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); and regulations which implement these laws.
5. US. Department of Housing and Urban Development Act regulations governing the CDBG program, 24 CFR Part 570.
6. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.
7. Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et. al)
8. Davis Bacon Act, as amended (40 U.S.C. 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.
9. The National Environmental Protection Act of 1969 and implementing regulations.
10. The Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 (URA), as amended (42 USC 4601-4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance, each modified and/or waived by the Program Rules.
11. The Iowa CDBG-DR Policies and Procedures Manual; applicable CDBG-DR program guidelines; 261 Iowa Administrative Code, Chapter 23, to the extent applicable to the Program and not in conflict with the Program Rules.
12. Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the CDBG-DR Policies and Procedures Manual; and the IEDA Audit Guide.

13. Government-wide restriction on Lobbying Certification (Section 319 of P.L. 101-121), and implementing regulations.
14. Fair Labor Standards Act and implementing regulations.
15. Hatch Act (regarding political partisan activities and federally-funded activities) and implementing regulations.
16. Citizen participation, hearing, and access to information requirements under Section 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as modified by the Program Rules.
17. Subsection 104(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
18. Drug-Free Workplace Act
19. All Federal Laws and regulations described in 24 CFR Subpart K, except for 24 CFR 570.604 and 24 CFR Part 52.
20. Iowa Code Chapter 8A.315-317 and Iowa Administrative Code Chapter 11-117.6(5)- Recycled Product Content. When appropriate, specifications under this Contract shall include requirements for the uses of recovered materials and products. The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the Contractor seeking the product can document that the use of recovered materials will impede the intended use of the product.

Compliance with Environmental and Historic Preservation Requirements:

Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may only occur upon satisfactory completion of environmental review and receipt by the Contractor of Release of Funds from the State of Iowa under 24 CFR Part 58 or 24 CFR Part 50. The parties further agree that the provision of funds to the project is conditioned on the State of Iowa's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. It is further understood that the environmental clearance must be obtained prior to any commitment of funds or the undertaking of any physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. This requirement applies to the Contractor, as well as to any subcontractor or contractor. Any violation of this requirement may result in the denial of funds under this Contract. The Contractor shall comply with the Programmatic Agreement between the Iowa Economic Development Authority and the State Historic Preservation Officer, as applicable to any activities included in this Contract.

Civil Rights

1. Nondiscrimination in Employment

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. The Contractor may take affirmative action to ensure applicants are employed and that employees are treated without regard to their race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Contractor agrees to post notices setting forth the provision of the nondiscrimination clause in conspicuous places so as to be available to employees.

2. Consideration for Employment

The Contractor shall, in all solicitations or advertisements for employees based by or on behalf of the Contractor, state that all applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. Solicitation and Advertisement- the Contractor shall list all suitable openings with the local IowaWorks office.

3. Civil Rights in Employment

The Contractor shall comply with all relevant provisions of the Civil Rights Act of 1965 as amended, Iowa Code Section 19B.7, Federal Executive Order 11246 as amended (contracts in excess of \$10,000); Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.), the Fair Labor Standards Act (29 U.S.C Section 201 et seq); the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213), Section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. 794), and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Contractor will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

4. Certification Regarding Government-Wide Restriction on Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and

submit Standard Form LLL, "Disclosure Form to Report Federal Lobbying", in accordance with its instruction.

- c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and ontracts under grants, loans, and cooperative agreements), and that all sub-Contractors shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Program Nondiscrimination

The Contractor shall conform with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), HUD regulations issued pursuant thereto contained in 24 CFR Part 1, and the Iowa Civil Rights Act of 1965 as amended. No person in the United States shall on the basis of race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Work funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable (P.L. 101-336 42 U.S.C. 1201-12213), or Section 504 of the Rehabilitation Act of 1975 (29 U.S.C. Section 794) shall also apply to such program or Work.

6. Fair Housing

The Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Contractor shall also comply with Section 109, Title I, of the Housing and Community Development Act of 1974, as amended.

7. Section 3

The Contractor shall comply with the provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

8. Noncompliance with Civil Rights Laws

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any aforesaid rules, regulations, or requests, this Contract may be cancelled, terminated, or suspended, either wholly or in part. Tin addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provide by law.

9. Inclusion in Subcontracts

The Contractor will include the provisions of the preceding paragraphs 1-8 (Civil Rights) in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Contractor will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Contractor may request the State of Iowa enter into such litigation to protect the interests of the State of Iowa.

Flood Insurance Requirements

The following requirements shall apply to this Contract:

1. No funds under this Contract may be used for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any times has received federal flood disaster assistance that was conditional on the person having first obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property.
2. In the event of a transfer of any property assisted under this Contract for which the owner is required to obtain flood insurance as set forth herein, the following shall apply:
 - a. The transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of ANY requirements to (A) obtain flood insurance in accordance with applicable Federal law with respect to such property, if the property is not so insured as of the date on which such property is transferred; and (B) maintain flood insurance in accordance with applicable Federal law, which written notification shall be contained in the deed or other document evidencing the transfer of ownership of the property.
 - b. If the transferor of such property fails to provide notice as described in this subsection and, subsequent to the transfer of such property (A) the transferee fails to obtain or maintain flood insurance in accordance with applicable Federal law with respect to such property; (B) such property is damaged by a flood disaster; and (C) federal disaster relief assistance is provided or the repair, replacement, or restoration of such property as a result of such damage, then the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of federal disaster assistance provided with respect to such property.
 - c. The notification requirements of this section apply to personal, commercial, or residential property for which federal disaster relief assistance was made available in a flood disaster area where assistance has been provided, prior to the date on which the property is transferred, for repair, replacement, or restoration of such property, if such assistance was conditioned upon obtaining flood insurance in accordance with applicable federal law with respect to such property.
3. For the purposes of this section, the term "Federal disaster relief assistance" applies to HUD or other federal assistance in "flood disaster areas". The term "flood disaster area" has the meaning given to such term in Section 582(d)(2) of the National Flood Insurance Reform Act of 1994, as amended, and includes an area receiving a presidential declaration of a major disaster or emergency as a result of flood conditions.

Prohibition on Use of Funds

The funds under this Contract shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency or the Army Corps of Engineers.

Duplication of Benefits

42 U.S.C. 5155 provides that any federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or any other entity will receive such assistance with respect to any part of such loss as to which it has received financial assistance under any other federal program or from insurance or any other source (“the Duplication of Benefits” rules). The Contractor commits to comply with the Duplication of Benefits Rules and report any information with respect to the Duplication of Benefits rules to the Iowa Economic Development Authority as a condition to disbursements under this Contract.

Disaster Recovery Requirement

Use of all funds pursuant to this Contract shall be for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization in areas covered by the declaration of major disaster in which CDBG-DR funds were made available by Congress. This Project shall be in one or more counties in the State of Iowa for which the disaster was declared.

AGENDA ITEM # J – 7

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

DATE:	December 18, 2023
AGENDA ITEM:	Capital Improvement Borrowing
ACTION:	Motion

SYNOPSIS: Please see the attached memo regarding capital project financing for FY 24 and 25. The projects listed within the memo will have a significant impact on future project funding. Staff will also be sending the updated TIF/bond report from Speer Financial as a separate attachment. This document shows the current bond schedule, repayment methods and TIF usage for the city. Maggie Burger from Speer Financial will be at the meeting to answer additional questions should you have them.

BUDGET ITEM: N/A

RESPONSIBLE DEPARTMENT: City Administrator

MAYOR/COUNCIL ACTION: Motion

ATTACHMENTS: Supporting Documents

PREPARED BY: Chris Nosbisch

DATE PREPARED: 12/15/2023

Memorandum

To: Mayor and City Council
From: Chris Nosbisch, City Administrator
Date: 12/15/2023
Re: Project borrowing in FY 24

The context of this memo will be discussed in more detail at the December 18, 2023, City Council meeting. Given the effect these decisions will have on future capital projects, staff wanted to ensure council members have ample opportunity to review the enclosed information. Decisions made this fiscal year will have a domino effect on future CIP budgets.

Current Status of Debt Capacity:

- The statutory debt limit for the City of Mount Vernon in FY 24 (current fiscal year) is \$16,854,582
- The current outstanding debt for FY 24 was \$9,127,000 + \$219,422.49 in TIF rebates, so \$9,346,422.49
- The total debt payment for FY 24 will be \$1,190,000
- This leaves the City with a total remaining debt capacity of \$8,698,160 or 51.61%. However, the City has historically reserved 20% for emergency situations. This would bring the usable bonding capacity to \$5,327,243 or 31.61%.
- The City planned to borrow \$1,190,000 in FY 24 for the CHI low to moderate income housing project. If there was no increase in property valuation from FY 24 to FY 25, the numbers I've listed above would remained the same. With that being said, the City should see an increase in 100% property valuation, increasing the total debt capacity.

Projects in FY 24 and FY 25 the will Require Borrowing:

- Pool Renovations: the projected renovations will likely require an investment of \$1.5 to \$2.5 million, depending on the approved design. See proposed project funding.

- Water meter replacement project – costs will likely be closer to \$1 million when the project is finally bid. See proposed project funding.
- Phase II Sewer Renovations – Likely a FY 25 to FY 26 project in the amount of \$1.5 to \$1.8 million – This project to be funded with SRF (state revolving fund) loan – Not included in the debt capacity of the City
- Hwy 1 Renovations – A majority of the project will be covered by the IaDOT. The City will be responsible for design costs and additional safety upgrades. This is a FY 27 project that does not currently have a cost estimate. Costs to be considered at a later date.
- Sewer Upgrades: \$1 million in Linn County ARP funding for televising and corrective measures to our system.
- Downtown Streetscape Improvements – Consultant hired but no project estimates are available.

Proposed Project Funding

- Staff had originally recommended the SRF funding route for the water meter replacement project. The SRF interest rate is lower than a general obligation bond note, but it does come with additional requirements (prevailing wage, etc). Utilizing SRF funding also requires the city to use more generic design specifications.
- Pool renovations – staff will be recommending GO (general obligation) bonds to be repaid with TIF (tax increment financing). This process would be subject to a reverse referendum and would take the Council outside of the self-established \$750,000 limit for annual TIF payments. The final inter loan payment of \$100,000 to the City’s enterprise funds for the police station purchase will be complete in FY 25. The \$100,000 would then transfer to the pool renovation repayment.

Staff Recommendations

- Staff will recommend combining the water meter replacement project and pool renovation project into one borrowing. The borrowing would be a GO general obligation note in the amount of \$2.5 to \$3.5 million. The water meter project portion of the bond would be repaid with water funds, and the pool with TIF. This would bring the annual proposed borrowing for FY 24 to \$3.7 to \$4.7 million.

Positives vs. Negatives

- Positives
 - o The design specifications for the water meter replacement project can be tighter. My concern with loosely created design

specifications is the potential for the required use of unknown/untested equipment.

- Negatives
 - o SRF funding tends to have lower true interest rates. However prevailing wage and other federal/state requirements will increase costs and often close the discrepancy in interest rates by 1-1.5%. SRF interest rates would still be approximately 1% cheaper than GO debt.
 - o SRF funding does not count against the City's bond capacity. Including the \$1 million for water meters will continue to extend the pool replacement timeline.

Other Items of Note

- The police station renovations will be approximately \$200,000 over budget at the time of completion. Staff will recommend that Council reallocate the monies that were borrowed for the 4th St/5th Ave water replacement project to the police station renovation. Franchise fees could then be used next fiscal year to complete the watermain replacement project.

K. Reports-Received/File



Mt. Vernon-Lisbon Police Department

Douglas J. Shannon
Chief of Police

NOVEMBER 2023 POLICE REPORT

Vehicle Collisions

There was a total of 7 reported collisions during the month. There were 8 collisions in Mount Vernon. Collision 1 occurred on the 700 blk of 7th St NE when unit 1, which was legally parked, was struck by another unit. Damage was estimated at \$1,400 and no injuries were reported. Collision 2 occurred at the intersection of business 30 and Wilcox Rd when unit 2 turned in front of unit 1. Damage was estimated at \$20,000 and minor injuries were reported. Collision 3 when unit 2 entered the roundabout and struck unit 1, which was already in the Hwy 1 roundabout. Damage was estimated at \$4,500 and no injuries were reported. Collision 4 occurred at the intersection of School Dr. and 10th Ave SW when unit 2 struck unit 1. Damage was estimated at \$3,200 and no injuries were reported. Collision 5 occurred on the 200 blk of 7th St SW when unit 1, which was legally parked, was struck by another unit. Damage was estimated at \$250 and no injuries were reported. Collision 6 occurred on Hwy 30 when unit 1 struck a deer. Damage was estimated at \$6,000 and no injuries were reported. Collision 7 occurred when unit 1 turned from 3rd Ave NW onto 3rd St NW and struck unit 2, which was legally parked. Damage was estimated at \$3,000 and no injuries were reported.

There were 0 collisions in Lisbon.

Incidents/Arrest

There were 25 reported incidents during the month. In Mount Vernon, there were 17 reports which included: dog at large, animal bite, purchase of alcohol underage, criminal mischief (x2), assault, possession of cannabidiol, possession of drug paraphernalia, found property (x2), harassment, hit and run (x2), OWI (x2), tow, school bus violation – unlawful passing, and trespassing.

In Lisbon, there were 8 reports which included: warrant- other agency (x2), assault, forgery (x2), OWI, and medical (x2).

During the month, officers had 8 arrests. In Mount Vernon there were 5, including: possession of cannabidiol, OWI (x2), possession of alcohol underage, and criminal mischief.

In Lisbon there were 3 including: assault (x2) and OWI.

380 Old Lincoln Highway
Mount Vernon, Iowa 52314

319-895-6141 (office)
319-895-6617 (fax)



Mt. Vernon-Lisbon Police Department

Douglas J. Shannon
Chief of Police

K-9 Report

Monster was not deployed.

Community Service/Training/Misc.:

- Monster and Officer Moel attended Chickasaw County - K9 Training
- Officer Blinks attended taser instructor recertification
- Officers Frankfurt and Macke patrolled Magical Night
- Lisbon time (administration, call for service, patrol): 307

	Nov	Oct	Sept.	Aug	July	June
Administrative	71	67	63	103	49	56
Call for service	30	26	18	19	25	23
Patrol	207	213	248	389	270	254
	307	306	328	511	344	333

GTSB:

During November, officers worked 12 hours of STEP which resulted in: 1 other traffic citation, 1 OWI test (no arrest), 2 speed citations and 3 speed warnings.

Respectfully Submitted,

Chief of Police



Mount
Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Thomas M. Wieseler, Mayor

Council:

Scott Rose
Stephanie West
Deb Herrmann
Paul Tuerler
Craig Engel

Public Works Report
12/18/23
Council Meeting

The good Lord has blessed us with mild temperatures and sunny weather to start our winter season out. Our team has only needed to come in one time so far for a winter weather event.

We made it through another successful Magical Night event with no major issues with traffic or setting up and taking down road closures. The newly constructed swinging gates at 1st Ave. and 1st Street worked flawlessly. Prior to the event, we had replaced the lights in the Pocket Park and put up the Christmas lights/garland on downtown street light poles. There were a couple photo opportunities that night that I added. The fun picture at the Plantiful Pantry and another with the view from my office as I was leaving for the night, after the event cleanup.

I did not get pictures because three of our team and myself got called out for an emergency gas leak situation, however, we had a full house for our largest safety training of the year. The training covered Active Threat, 1st Amendment Audits, and Unconscious Bias. Chief Shannon, his staff, and Sandy from IAMU, always do a great job covering these topics.

There have been many tasks such as, trash, cemetery work, stump grinding, sign repair, building maintenance and equipment maintenance that have been done but we have spent a fair amount of time taking advantage of this great weather, getting things done at the cold storage buildings and the compost site. The pictures don't really do justice in portraying the amount of work that has happened out there. The processing of brush and tree removal from the last 2 years and the compost material from Derecho (3 Yrs. Ago), has been completed. We utilized 2 of our team and some of our equipment to help move material on site. By doing so, we have organized piles and we aided in



Mount
Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Thomas M. Wieseler, Mayor

Council:

Scott Rose
Stephanie West
Deb Herrmann
Paul Tuerler
Craig Engel

minimizing the contractor's fees. Unless we have another natural disaster, we shouldn't ever have the elevated quantity of material to process and will be able to process compost material ourselves on a much smaller scale at a much smaller cost.

Our team has completed two out of the three pours in the south cold storage building. The third and final pour, to complete the floor in this building, is set to be done mid-week, before our holiday break. We need to grade, set floor drains, tie steel, and get a few days of age on the two existing pours beforehand.

After communicating with Alliant Energy, V&K, and Lanham Electric, we now have a primary electrical line in the ground and supplying the north cold storage building. There is a fused panel and two outlets installed on the inside of the building. This allows us to start running wire to at least get garage door openers and lights energized in the north building. After finishing the floor in the south building, we can trench a secondary electric line from the north building to the south building and get lights, openers and outlets fired up in there as well.

I have said this before, and I want to let you know again how thankful our entire team is to have a supportive, understanding, and focused City Council and upper management here at Mt. Vernon!

Happy Holidays and Merry Christmas to you All!

"Try to be a rainbow in someone's cloud" - Maya Angelou



Mount
Vernon
IOWA

Chris Nosbisch, City Administrator
Douglas Shannon, Chief of Police

Thomas M. Wieseler, Mayor

Council:

Scott Rose
Stephanie West
Deb Herrmann
Paul Tuerler
Craig Engel

Eldon Downs
City of Mt. Vernon
Public Works Director
563-331-0424
edowns@cityofmtverno-ia.gov















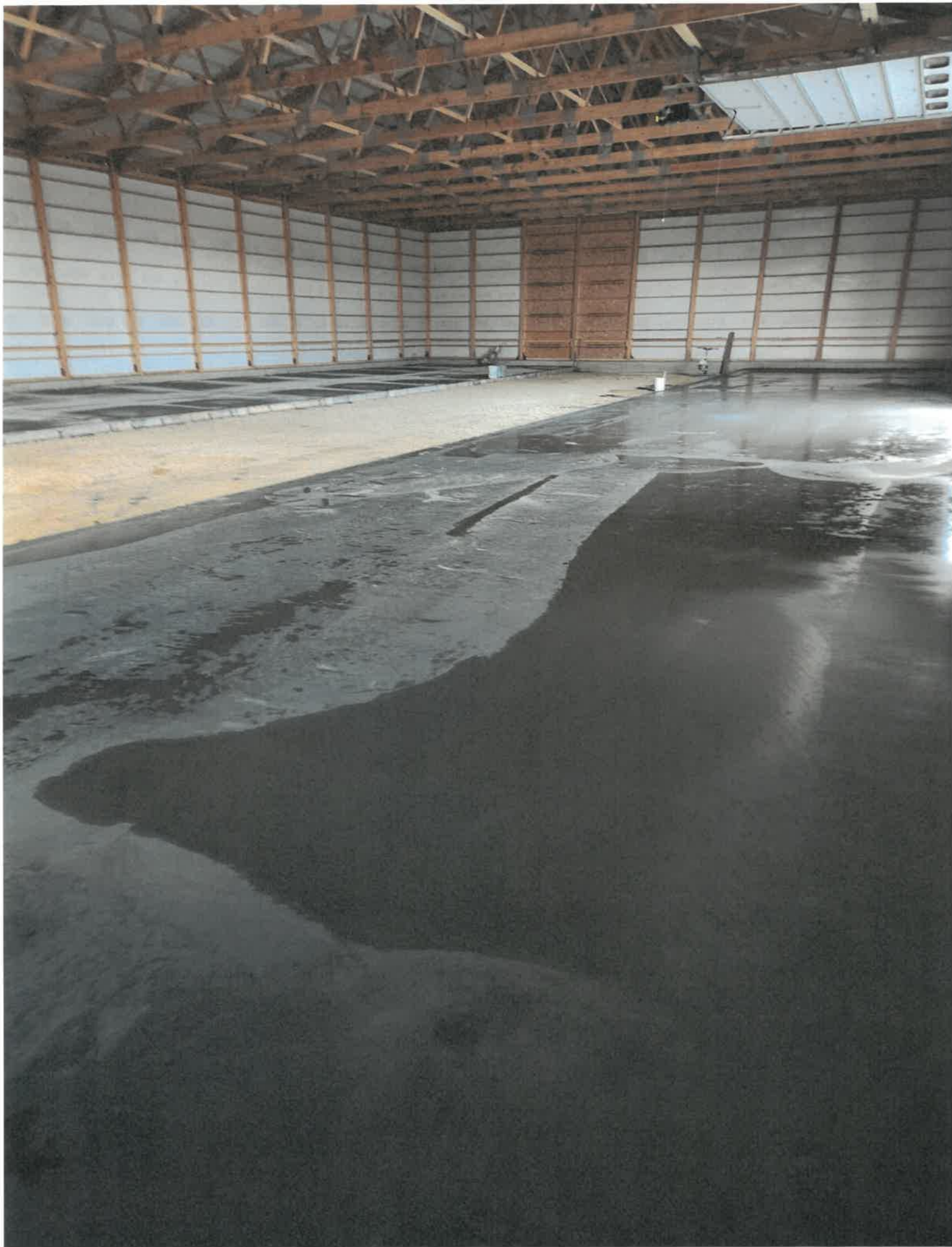




















STATE OF MISSISSIPPI
DEPARTMENT OF TRANSPORTATION
MISSISSIPPI HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
PROJECT: [Illegible]
SECTION: [Illegible]
DATE: [Illegible]



Parks and Recreation Department
Directors Report
November 15 – December 15

Parks

- **Nothing to report**

Sports

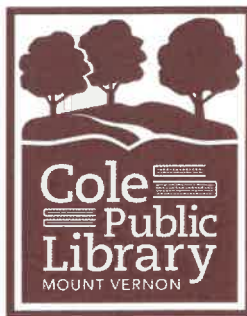
- **Boys Basketball and Youth Wrestling registration has started with both programs starting January 2024.**

Pool

- **Pool report will be coming in January 2024**

Misc

- **Magical Night was a huge success. Hats off to Mary Evans for chairing the committee. Park and Rec cookie decorating at First Pres Church went well. About 900 cookies were decorated. Great turnout, great weather.**
- **Currently, The LBC daily usage averages around 250 patrons per day, compared to 236 last year. We hit as high as 363 on Dec 11th.**
- **On Sunday, Dec 10th the LBC hosted a Youth Basketball Tournament. The tournament was hosted on 10 different basketball courts throughout the City of Mount Vernon. Things went very well. We will host another one this Sunday at the LBC.**



December 8, 2023

Mayor Tom Wieseler and City Council Members,

November was an active month at Cole Public Library. Our two special programs, Craftapalooza and Behind the Scenes of the Rose Parade, were quite successful with larger than expected turnouts. We also saw an uptick in attendance for two of our children/teen programs: Lego Club and the teen book group. Both programs now have double the average attendance from last year. The library also had a new sign installed at the bottom of Library Lane along College Boulevard. The sign was fully funded by the library's budget. The Board of Trustees met twice, on November 14th and November 27th, to finalize our FY2025 budget and approve updates to the Circulation Policy. We were closed for an extended Thanksgiving holiday, in conjunction with Cornell College's fall break closure.

December is typically a quiet month at the library, but this year we have a new program for adults: the Win-ter Reading Challenge. Every time an adult patron stops into the library or finishes a book, they can enter to win prizes. The challenge runs December-January and is a fun way to promote adult literacy and library engagement. The Board of Trustees will meet on Tuesday, December 19th at 8:30am in Room 310. Cole Library will be closed Friday, December 22nd - Monday, January 1st. We reopen Tuesday, January 2nd.

Warm regards,
Grace Chamberlain
Cole Public Library Director

M. Reports Mayor/Council/Admin.

**CITY OF MT. VERNON
CITY ADMINISTRATOR
REPORT TO THE CITY COUNCIL
December 18, 2023**

- Just a Reminder that city offices will be closed from 12-2 p.m. on Friday, December 22, 2023, for the employee appreciation dinner. City offices will be closed on Monday, December 25, 2023, and Tuesday, December 26, 2023, for the Christmas holiday.
- City offices will also be closed on Monday, January 1, 2023, for the New Year's holiday. The City Council meeting will be held on Tuesday, January 2, 2023.
- The new city website has been launched. Staff is asking for the public's help to review content for possible errors.